

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
MEDI-CAL PEER SUPPORT SPECIALIST CERTIFICATION PROGRAM OFFERINGS

COVER SHEET

Orange County (“Participant”) desires to participate in the Medi-Cal Peer Support Specialist Program Offerings (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws. The Agreement is effective on July 1, 2024 through June 30, 2026 (“Term”). The following exhibits are attached and form part of this Agreement:

- Exhibit A Detailed Program Description, Requirements, Restrictions
- Exhibit B General Terms and Conditions
- Attachment A Work Order Form

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

CalMHSA established a Medi-Cal Peer Support Specialist Certification program as required in [BHIN 21-041](#) for interested counties. This program allows the Participant to purchase Medi-Cal Peer Support Specialist Certification related items as needed.

2. **Funding:** The Program requires the following funding and payments:

Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice Participant for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

3. The maximum amount payable under this Agreement is not to exceed \$25,000

4. County to confirm if funds payable under this agreement are:

- From a federal source or program (explain below) Amount \$ \_\_\_\_\_
- Restricted (explain below): Amount \$ \_\_\_\_\_
- Contingent (explain below): Amount \$ 25,000

Explanation of Restriction(s):

Contingent upon approval from the OC BOS .

\*County confirms that aside from the above, there are no other funding restrictions.

Authorized Signatures:

**CalMHSA**

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

Title: Executive Director Date: \_\_\_\_\_

**Participant: ORANGE COUNTY**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Health Care Agency Director Date: \_\_\_\_\_

## Participation Agreement

### EXHIBIT A – Detailed Program Description, Obligations, Restrictions

#### 1. Program Description:

The Medi-Cal Peer Support Specialist Program Offerings Agreement allows the Participant to purchase Medi-Cal Peer Support Specialist items as needed over the course of the project period not to exceed \$20,000. Items available for purchase are described below.

#### 2. Obligations:

CalMHSA shall:

- Manage payments and invoicing as set forth in Section V. Fiscal Provisions;
- Issue purchased items to Participant within 15 calendar days from the date of purchase;
- Provide technical support as needed to potential users via the Peer Certification email inbox at PeerCertification@calmhsa.org'
- Track inventory of item usage by candidate.

Participant shall:

- Complete timely submission of monthly work orders;
- Take possession of purchased items from CalMHSA (Excel files with unique identification numbers);
- Be responsible for the distribution of purchased items. One unique item code may be used for a given item.

Program Restrictions:

- CalMHSA is able to track unique identification numbers for those that have been distributed and used by an individual. At the time of purchase, CalMHSA does not apply the unique identification number to an individual, instead the unique identification numbers are given directly to the Participant for distribution.
- CalMHSA is only able to track the usage of the unique identification number once an individual has submitted the unique code with their application.
- All unique identification numbers expire one year from date of issuance. In the event items expire prior to being used, Participants may request replacement of the unique identification numbers following their date of expiration.
- CalMHSA considers the unique identification number “unused” when the identification number is not associated with an individual based on CalMHSA’s data portal.
- CalMHSA is not responsible for incomplete and/or abandoned applications by candidates. No refunds will be issued for incomplete and/or abandoned application.
- Prospective candidate applications are approved for a 12-month period. This means applicants must complete certification, including taking the exam, within the approval timeframe.

**Participation Agreement**  
**EXHIBIT B - General Terms and Conditions**

**I. Definitions**

The following words, as used throughout this 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. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. 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.
- 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 offered by CalMHSA under the Agreement.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Provide the Program as described in the Agreement;
  - 2. Act as the Fiscal and Administrative agent for the Program.
  - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
  - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
  - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
  - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.

4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

**III. Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. 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 share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

**V. Fiscal Provisions.**

- A. Funding required from Participant will not exceed **\$20,000** during the project period.
- B. **Rates for Services –**

Item	Cost
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850
Application for Medi-Cal Peer Support Certification	\$100
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*

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Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*
Crisis Specialization Training Course	Not to Exceed \$1600*
Unhoused Specialization Training Course	Not to Exceed \$1600*
Justice-Involved Specialization Training Course	Not to Exceed \$1600*
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt
Exam Retake	\$150/per attempt
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300
Late Fee for Certification Renewal - The fee is imposed when certification has expired for renewals.	\$50
Supervisor Training	\$0

**\*Training Course Fees will be dependent on the Training Vendor Selected.**

**C. Payment Method –**

Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice Participant for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

**D. Administrative Fee –**

Participant is subject to a 15% administrative fee to be charged only to the following items:

- Peer Support Specialist Certification Bundle\* (covers costs of application, core competency training, and one-time exam)
- 80-hour Core Competency Training for Medi-Cal Peer Support Specialist
- Parent Family Caregiver Specialization Training Course
- Crisis Specialization Training Course
- Unhoused Specialization Training Course
- Justice-Involved Specialization Training Course

## VI. Limitation of Liability, No Warranties, Indemnification

- A. Limitation of Liability.** CalMHSA is responsible only for the use of funds as instructed and authorized by participants. THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.
- B. No Warranties.** CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROGRAM, DATA OR ANY COMPONENT THEROF. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.
- C. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- D. No Responsibility for Mental Health Services.** 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**

Attachment A – Medi-Cal Peer Support Specialist Program Offerings

**[ORDER FORM #]**

**[DATE]**

**PARTICIPANT:**

**PAYMENT MADE TO:**

California Mental Health Services Authority  
 1610 Arden Way, STE 175  
 Sacramento, CA 95815

**Medi-Cal Peer Support Specialist Program Order Form**

Item	Cost **	Number of Items	Total
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850*		
Application for Medi-Cal Peer Support Certification	\$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*		
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*		
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Justice-Involved Specialization Training Course	Not to Exceed \$1600*		
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt		
Exam Retake	\$150/per attempt		
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80		
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Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300		
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300		
Late Fee for Certification Renewal	\$50		
Supervisor Training	\$0		
<b>Total Cost for Items</b>			
<b>Administrative Fee 15% for Cost of Items*</b>			
<b>Total Cost</b>			

**\*Administrative Fee only applies to specific items as identified in Exhibit B of 5140-WORK-2023-OC Agreement.**

**\*\* Training Course Fees will be dependent on the Training Vendor Selected. Participant will confirm with CalMHSa which fees to input based on their staff training selection.**

**Authorized Signatory:**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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