

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

COVER SHEET

County of Ventura, acting through its Behavioral Health Department (“VCBH” or “Participant”) desires to participate in the Medi-Cal Peer Support Specialist Certification Program (“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 upon May 1, 2024 through April 30, 2025 (“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

The Parties hereby reference and incorporate the Business Associate Agreement executed on June 28, 2022, Agreement no. 1212-BAA-2022-VC.

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

The Medi-Cal Peer Support Specialist Certification Program supports Counties in implementing the optional Medi-Cal Peer Support benefit in accordance with Department of Health Care Services (“DHCS”) Behavioral Health Information Notice 21-041. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification. This Agreement acknowledges the Participant’s involvement in this program and defines CalMHSA’s role in providing Program data to the Participant on an ongoing basis.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant: County of Ventura

Signed: _____ Name (Printed): _____

Title: Interim Director of Behavioral Health Date: _____

Participation Agreement
EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Medi-Cal Peer Support Specialist Certification Program supports Counties in implementing the optional Medi-Cal Peer Support benefit in accordance with Department of Health Care Services (“DHCS”) [Behavioral Health Information Notice 21-041](#) and updated BHIIN guidance. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification.

CalMHSA is the certifying entity (“Certifying Entity”) for Medi-Cal Peer Support Specialists. As the Certifying Entity, CalMHSA is responsible for the administrative functions of the Program. To this end, CalMHSA has established a dedicated certification website (“Website”) for information about certification in California (See capeercertification.org), the development of a Certification Portal (“Portal”) anchored to the Website that allows candidates to apply for certification through the Website. The Portal is instrumental in aiding CalMHSA in the collection of candidate information necessary for ensuring each candidate meets certification standards, issuing of certification, and the collection of candidate data used for program evaluation and annual reporting required set by the DHCS. Additionally, CalMHSA is responsible for the enforcement of professional standards for certification, maintaining the public-facing certification registry (“Certification Registry”), the approval of training providers, and administration of the examination for certification. Lastly, CalMHSA is responsible for conducting investigations for allegations made against a certified professional for legal and ethical violations (based on the established [Code of Ethics](#)).

Obligations:

CalMHSA shall:

- Perform administrative activities as the Certifying Entity, including, but not limited to:
 - Maintenance of the certification website (capeercertification.org);
 - Maintenance of the Portal, and an on-line application for certification;
 - Process applications to ensure candidates meet certification standard and issue certification;
 - Collect candidate information for Program evaluation and annual data reporting as required by the DHCS.
 - Enforce professional standards for certification, including conducting investigations for allegations made against a certified professional for legal and ethical violations (See [Code of Ethics](#)).
 - Maintenance of the Certification Registry;
 - Administration and scoring of the certification examination; and
 - Approve training providers.

- Maintain current [Guidelines, Standards, and Procedure Manual for Medi-Cal Peer Support Specialist Certification](#) program.
- Apply continuous quality improvement principles to evaluate Program performance.
- Conduct quality assurance reviews of CalMHSA-approved training providers to ensure quality training.
- Maintain centralized, searchable, and publicly accessible Certification Registry.
- Compline and submit data to meet state reporting requirements, in accordance with DHCS BHINs.
- Compile, and submit the following state reporting data regarding active and pending applications and certifications and send to Participants upon request via a secure DropBox link. The data request may be subject to change based on the requirements set forth by DHCS in subsequent BHINs.
 - First Name
 - Middle Name
 - Last Name
 - Application Status
 - Scholarship Status
 - Email
 - Number Of Peer Support Specialists Certified
 - Number Of Applicants That Did Not Receive Certification
 - Number Of Applicants Employed in Peer Services Prior To Certification
 - Number Of Applicants Certified in an Area of Specialization
 - Number of Certified Peers That Renewed Certification
 - Number Of Peer Supervisor Trainings Provided
 - Number of Applicants that received Certification through Grandparenting Process
 - Number Of Applicants that received Certification through State Reciprocity
 - Peer Support Specialist Demographics-Age, Gender identity, Race/ethnicity, Proficient Language
 - Number of applicants that applied for Medi-Cal Peer Support Specialist Certification through Grandparenting process
 - Data visualization of certification history over time for previous FYs.
 - Status/Health of the Program: Complaints and/or corrective actions against certified individuals

Participant shall:

- Accept files from CalMHSA using designated secure file transfer.
- Communicate all questions and concerns to CalMHSA via workforce@calmhsa.org.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.

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.** Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D.** 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. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B.** Responsibilities of Participant:
 - 1. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 2. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
 - 3. Provide feedback on Program performance.
 - 4. 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.

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 THEREOF. 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.