

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS
AND
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
FOR
FISCAL INTERMEDIARY SERVICES
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AGREEMENT No. 20-10018
SOUTHERN COUNTIES REGIONAL PARTNERSHIP LOCAL MATCHING FUNDS

WHEREAS, California Office of Statewide Health Planning and Development (OSHPD) oversees the Mental Health Service Act (MHSA) Workforce Education and Training Programs (WET), to promote the expansion of postsecondary education and training and requires Regional Partnerships (RP) as set forth in Section 5822 of the Welfare and Institutions Code to assist the Public Mental Health system in its efforts to meet mental health workforce shortage needs;

WHEREAS, County of Santa Barbara Department of Behavioral Wellness (BWell), from December 2, 2014 through June 30, 2026, is the Fiscal and Administrative Agent for WET Southern Counties Regional Partnership (SCRP), consisting of the following counties' public mental health departments: Imperial, Kern Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tri-City (Claremont, La Verne, and Pomona), and Ventura;

WHEREAS, the State Budget Act of 2019 (SB109) allocated funding to OSHPD and authorized OSHPD to award grants to Workforce Education and Training ("WET") Regional Partnerships (RP) with a requirement that Regional Partnerships provide a 33 percent match;

WHEREAS, on May 13, 2020, the SCRP members approved BWell to submit an OSHPD WET RP Grant application for a 6-year grant of \$15,340,829 to fund programs that oversee training and support the Public Mental Health System (PMHS) workforce;

WHEREAS, BWell, as SCRP grantee, was awarded the OSHPD WET SCR Agreement No. 20-10018 for the period of February 15, 2021 through June 30, 2026, in the amount of \$15,340,829, consisting of grant funds of \$11,534,457 and a match by the SCR members in the amount of \$3,806,372;

WHEREAS, the OSHPD WET SCR Agreement No. 20-10018 requires documentation from a fiscal intermediary certifying the collection of local funds on behalf of the Grantee in the southern region; and

NOW, THEREFORE, this Memorandum of Understanding (MOU), effective the date of execution by County of Santa Barbara Department of Behavioral Wellness and the California Mental Health Services Authority ("CalMHSA"), a joint powers authority formed by counties pursuant to Government Code section 6500 et seq. (individually, a "Party"; collectively, the "Parties"), to provide documentation as the fiscal intermediary to certify and collect the local funds, in accordance with the OSHPD WET SCR Agreement No. 20-10018 as follows:

A. PURPOSE AND SCOPE OF AGREEMENT

For CalMHSA to provide documentation as the fiscal intermediary to certify the collection of the 33 percent of the matching local funds on behalf of the SCRCP Grantee, BWell. The signed certification must confirm that the 33 percent matching funds, as calculated below from local jurisdictions, have been deposited in the Grantee's bank account authorized for RP activities.

B. CalMHSA's Role - To include but not limited to the following:

1. Act as the Fiscal Intermediary to fulfill the OSHPD Agreement No. 20-10018 to certify the collection of local matching funds on behalf of the Grantee, BWell.
2. Draft, negotiate, and execute Participation agreements (PA) for each contributing county to include but not be limited to one-time payment to be paid in full by July 31, 2024.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines, and/or contractual obligations.
4. Develop and submit to counties invoices to collect match dollars, in the amounts outlined in Table A, in accordance with the WET SCRCP FY 14-2026 MOU Amendment 1 – Attachment 2.
5. Confirm matching funds, and provide BWell and OSPHD with copies of all PAs, invoices, and required financial statements.
6. Provide annual reporting by August 15 to confirm payments of the annual match for each County.
7. Provide regular fiscal reporting to the appropriate state and/or local agencies.
8. Distribute matching funds to BWell, per their direction.
9. Provide a signed certification to BWell by August 1, 2024 confirming that the 33 percent matching funds has been deposited in the Grantee's bank account authorized for RP activities.

TABLE A	
County	SCRP Total Local Matching Funds
Imperial	\$54,173
Kern	\$241,053
Orange	\$904,713
Riverside	\$603,269
San Bernardino	\$589,360
San Diego	\$919,431
San Luis Obispo	\$74,102
Santa Barbara	\$130,338
Tri-City	\$62,076
Ventura	\$227,857
TOTAL:	\$3,806,372

C. BWell's Role - Administration of Grant

BWell will administer all OSHPD grant funds and local match funds for the Southern Counties Regional Partnership, which includes, but is not limited to the following:

1. Execute a contract for administration of the Grant with OSHPD.
 - a. Administer all components as the fiscal and administrative agent for the SCRCP outlined in the OSHPD Agreement No. 20-10018.
 - b. Submit all required documentation and reports during the duration of the program to OSHPD.
2. Pay CalMHSA for providing fiscal intermediary services for this grant pursuant to this MOU.

D. BUDGET

1. CalMHSA will receive \$11,948.24 to serve as the fiscal intermediary for the matching funds for this grant upon receipt of signed certification to BWell confirming that the 33 percent matching funds has been deposited in the Grantee's bank account authorized for RP activities.

The fee will be paid by the County out of Grant Administrative Funds as specified in the OSHPD WET SCRCP Agreement No. 20-10018.

E. TERM/TERMINATION

1. The term of this MOU is upon execution by the Parties through July 31, 2024, unless terminated by either Party in accordance with Section E.2.
2. Either Party may terminate this MOU by giving at least 90 calendar days' notice to the other Party; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Parties execute a new memorandum of understanding.
3. Either Party may request to extend this MOU by written notice. Such extension will not be effective unless and until all Parties execute an amendment to this MOU.

F. DISPUTE RESOLUTION

If, after thirty (30) calendar days of negotiations, CalMHSA and BWell, as acting Fiscal Agent for SCRCP, cannot resolve a dispute regarding the interpretation or performance of this MOU, either Party may request a meeting between CalMHSA Executive Director and BWell for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within fourteen (14) calendar days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by the Administrative Director of the Judicial Council and the California State Association of Counties. Until the dispute is resolved, the Parties will continue to operate the Program as set forth in this MOU and perform and observe their respective responsibilities and rights hereunder.

G. COMPLIANCE WITH AUDITS; RECORDS RETENTION REQUIREMENTS

1. The Parties will receive, reply to, and/or comply with any audit by an appropriate government agency that directly relates to this MOU or funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU.
2. The Parties will maintain and preserve all records and documentation related to this MOU, including records related to billings and other financial records, in an accessible location and

condition for a period of not less than five years after an account has been completely paid or until after an audit involving an account has been resolved, whichever is later. Each Party will adequately protect all records against fire or other damage.

H. GENERAL PROVISIONS

1. Designated Representative. Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Amie Miller, at phone number 916-859-4818 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Amie Miller, Executive Director
 PO Box 22967
 Sacramento, CA 95822
 Phone: 888-210-2515
 Fax: 916-382-0771

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
4. Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the Parties, or their respective authorized designees.
5. Further Assurances. Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
6. Waiver. Any waiver by either Party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.

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OSHPD WET Grant – Southern Counties Region

7. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to affect the reasonable intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
8. Risk Allocation. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its officers, directors, officers, agents, and employees. The Parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, the Parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.
9. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
10. Binding MOU. Each Party agrees that the terms of this MOU are valid, legally binding on, and enforceable against the other Party.

SIGNATURE PAGE

AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA AND CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING TO BE EFFECTIVE UPON EXECUTION BY THE PARTIES.

COUNTY OF SANTA BARBARA:

Signed: *Bob Nelson* Name: Bob Nelson

Title: Chair, Board of Supervisors Date: 4/6/2021

Signed: DocuSigned by:
Alice Gleghorn Name: Alice Gleghorn
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Title: Director, Behavioral Wellness Date: 3/11/2021

ATTEST: COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Signed: *Sheila de la Guerra* Name: Sheila de la Guerra

Title: Deputy Clerk Date: 4-6-2021

APPROVE AS TO FORM: COUNTY COUNSEL

Signed: DocuSigned by:
Bo Bac Name: Bo Bac
CAFCD5445C0F408...

Title: Deputy County Counsel Date: 3/11/2021

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER

Signed: DocuSigned by:
Auditor Name: Auditor
B9D7C9FF7A414AE...

Title: Deputy Date: 3/11/2021

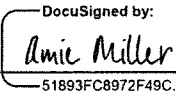
APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT

Signed: DocuSigned by:
Ray Aromatorio Name: Ray Aromatorio
U3DB8526E16F47F...

Title: Risk Manager Date: 3/11/2021

CONTRACTOR: California Mental Health Services Authority

CALMHSA

Signed:  Name: Dr. Amie Miller
51893FC8972F49C...

Title: Executive Director Date: 3/11/2021

Address: P.O. Box 22967 Sacramento, CA 95822

Phone: (888) 210-2515 Email: amie.miller@calmhsa.org