

**AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION) AND
COUNTY OF SANTA BARBARA
AGREEMENT NUMBER 20-10018**

THIS REGIONAL PARTNERSHIP AGREEMENT (“Agreement”) is entered into on January 15, 2021 by and between the State of California, Office of Statewide Health Planning and Development (“OSHPD”) and County of Santa Barbara, (the “Grantee”).

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 RPs provide a 33 percent match.

WHEREAS, the OSHPD Healthcare Workforce Development Division (“HWDD”) supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, Section 5822 (d) of the Welfare and Institutions Code (“WIC”) sets forth RPs as an important workforce strategy to assist the Public Mental Health System (“PMHS”).

WHEREAS, RPs are included as a priority strategy under the 2020-2025 WET Five-Year Plan (WET Plan) approved by the California Behavioral Health Planning Council in January 2019.

WHEREAS, RPs will develop and implement mental healthcare workforce development strategies that align with the 2020-2025 WET Five-Year Plan and address regional needs by strengthening recruitment, training, education, and retention of the PMHS workforce.

WHEREAS, workforce training and education programs provided and or funded by RPs will adhere to the relevant WET Plan values that ensure PMHS professionals:

- Provide treatment and early intervention services that are culturally and linguistically responsive to California’s diverse and dynamic needs.
- Promote wellness, recovery, and resilience and other positive behavioral health, mental health, substance use, and primary care outcomes. PMHS agencies need to extend these same values to their workforce.
- Work collaboratively to deliver individualized, strengths-based, consumer-and family-driven services.
- Use effective, innovative, community-identified, and evidence-based practices.
- Conduct outreach to and engage with unserved, underserved, and inappropriately served populations.

- Promote inter-professional care by working across disciplines.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in multiple healthcare settings.

WHEREAS, the Grantee will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively in the local region.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

A. Definitions:

1. "Agreement Funds" means the money provided by OSHPD for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Chief Deputy Director" is defined as the Chief Deputy Director of OSHPD or his/her designee.
4. "Consumer" means the same thing as "Client" in Cal. Code of Regulations, Title 9, section 3200.040, which defines "Client" as an individual of any age who is receiving or has received mental health services" and which further states that the term "Client" includes those individuals "who refer to themselves as clients, consumers, survivors, patients, or ex-patients."
5. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.
6. "Deputy Director" means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
7. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
8. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the

Agreement Scope of Work/Deliverables.

9. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-identified practices.
10. "Local Funds" means all funds received from local jurisdictions that are used to meet the 33 percent matching funds requirement under Section C.2 of this Agreement.
11. "Parents" means biological and adoptive parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
12. "Program" means the activity described in the Grantee's Scope of Work that the Grantee will accomplish with the Agreement Funds.
13. "Program Manager" means the individual employed by OSHPD to manage the grant program.
14. "Program Representative" means the individual representative of the Grantee for this Agreement.
15. "Public Mental Health System (PMHS)" means publicly funded mental health programs and/or services and entities that are administered, in whole or in part, by the State or one or more counties. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities.
16. "Regional Partnership Agreement/Agreement Number" means Agreement Number 20-10018 awarded to Grantee.
17. "Regional Partnership" or "RP" means "a group of county approved individuals and/or organizations within geographic proximity that act as an employment and education resource for the PMHS. The group may include education and employment service entities, individuals and/or entities within the PMHS, and individuals and/or entities that have an interest in the PMHS, such as county staff, mental health service providers, clients, and clients' family members" (Cal. Code of Regulations, title 9, section 3200.255).
18. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

19. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
20. "Underserved" means "clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services." (Cal. Code of Regulations, title 9, section 3200.300.)
21. "Unserved" means "those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved." (Cal. Code of Regulations, title 9, section 3200.310.)

B. Term of the Agreement:

This Agreement shall take effect on February 15, 2021 and shall terminate on June 30, 2026.

C. Scope of Work and Deliverables:

1. The County of Santa Barbara (Grantee) as the fiscal sponsor will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have committed to work collaboratively as a RP in the Southern Region. The counties included in the region are: Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, the Tri-City (Pomona, Claremont, and La Verne) area of Los Angeles County, and Ventura counties.

2. Matching Funds Requirement:

Grantee will match 33 percent of the Agreement Funds with Local Funds by July 31, 2024 as follows:

| OSHDP Grant Award Amount (Agreement Funds) | RP Local Match Funds (33 percent match) | Total Budget (100 percent) |
|--|---|----------------------------|
| \$ 11,534,457 | \$ 3,806,372 | \$ 15,340,829 |

The Grantee is responsible for returning any portion of the Agreement Funds that do not receive a 33 percent match from local jurisdictions by December 31, 2024. See Section H, "Breach," about this and additional damages for such a breach.

3. Grantee shall perform the Scope of Work and provide the Deliverables outlined below:

Scope of Work

The Grantee shall administer all components (including entering into written agreements with individual awardees, worksite placement, monitoring paid or volunteer work requirements and training activities) in one or more of the following programs identified in their grant application to support the workforce needs in their region:

- **Pipeline Development:** Introduce the PMHS to kindergarten through 12th grades, community colleges, and universities. Ensure that these pipeline programs incorporate developmentally appropriate concepts of mental health needs, self-care, and de-stigmatization and target resources at educational institutions with underrepresented communities. The Grantee shall administer pipeline activities and may identify students as potential scholarship and stipend candidates.

Total Participants: # 3,300
 Total Budget: \$ 575,291

- **Undergraduate College and University Scholarships:** Provide scholarships to undergraduate students in exchange for paid or volunteer work in a local mental health setting. The Grantee may consider the following factors in determining the scholarship level: student's academic aspirations (including certificate, associate degree, bachelor's degree, and career development), pre-placement training and education received, lived

experience, and or other possible factors. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # N/A
Total Budget: \$ N/A

- **Clinical Master and Doctoral Graduate Education Stipends:** Provide funding for post-graduate clinical master and doctoral education work performed in a local PMHS agency. The Grantee selects students in advance of their final year of education, giving consideration to applicants who previously received a WET scholarship. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 490
Total Budget: \$ 2,940,000

- **Loan Repayment Program:** Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received scholarships and/or stipends. The Grantee may take into consideration the following factors when determining award amounts: applicants who previously received scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 765
Total Budget: \$ 5,752,914

- **Retention Activities:** Increase the continued employment of hard-to-find and hard-to-retain PMHS personnel, by developing and enhancing evidence-based and community-identified practices.

Total Participants: # 33,600
Total Budget: \$ 2,238,374

OSHPD's WET Program Central Application:

The Grantee agrees to use OSHPD's WET Program Central Application for recruiting and selecting participants for the following programs: undergraduate college and university scholarships, clinical Master and Doctoral graduate education stipends, and loan repayment. OSHPD will also send an Annual WET Applicant Survey to WET applicants/awardees for the purpose of collecting retention and other evaluation related data.

Grantee agrees that individual program participants must apply using OSHPD's Individual Online Application. OSHPD will collect individual applicant information, including demographics, and share applicant information with the RP for that region.

4. Grantee will provide OSHPD with the following completed deliverables:
 - a. Stakeholder Engagement Activities Report
 - b. 2020 PMHS Workforce Surveys
 - c. FY 2020-21 RP WET Activities Report
 - d. 2021 PMHS Workforce Surveys
 - e. FY 2021-22 RP WET Activities Report
 - f. 2022 PMHS Workforce Surveys
 - g. FY 2022-23 RP WET Activities Report
 - h. 2023 PMHS Workforce Surveys
 - i. FY 2023-24 RP WET Activities Report
 - j. 2024 PMHS Workforce Surveys
 - k. FY 2024-25 RP WET Activities Report
 - l. 2025 PMHS Workforce Surveys
 - m. FY 2025-26 RP WET Activities Report
 - n. Local Matching Funds Confirmation

Grantee will submit deliverables, including PMHS workforce surveys, reports, and the annual RP WET Activities Report, using the online forms that OSHPD provides.

Grantee shall report on program outcomes and complete the Deliverables as provided below:

| Deliverable | Description | Due Date |
|---|---|-------------------|
| a. Stakeholder Engagement Activities Report | <p>The Grantee shall report on Stakeholder Engagement Activities used to develop their Budget, Proposed Program Activities, and Projected Number of Program Participants.</p> <p>The Grantee shall:</p> <ul style="list-style-type: none"> A. Specify which WET Five-Year Plan 2020-2025 values each of the proposed activities address. B. Specify how the RP reached out to and included key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local WIBs, non-profit organizations, social service agencies, children networks, TAY networks, aging networks, businesses, and other community and system partners. C. Specify the activities the RP engaged in to support the increase of groups such as: consumers, family members, parents/caregivers, culturally diverse communities, rural, and other underrepresented, underserved, unserved, and inappropriately served population in the PMHS workforce. D. Provide a budget detail and narrative for proposed activities, including but not limited to proposed training activities, individual award amounts, length of volunteer or paid work commitments, disciplines supported, county and contracted community-based organization (CBO) sites to be served, training activities, mentoring, and any other activities applicable to the programs to be administered. | February 15, 2021 |
| b. 2020 PMHS Workforce Surveys completion | <p>Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2020 PMHS workforce survey. OSHPD will use the information to estimate the size, makeup, and retention rate of the current PMHS workforce, assess the impact of WET program activities, and project future needs. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.</p> | February 15, 2021 |

| Deliverable | Description | Due Date |
|---|--|-----------------------|
| c. FY 2020-21 RP WET Activities Report | The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2020-21. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. | July 31, 2021 |
| d. 2021 PMHS Workforce Survey completion | Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2021 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs. | September 30, 2021 |
| e. FY 2021-22 RP WET Activities Report | The Grantee shall complete an online a RP WET Activities Report that demonstrates outcomes of activities performed for FY 2021-22. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. | July 31, 2022 |
| f. 2022 PMHS Workforce Survey completion | Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2022 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs. | September 30, 2022 |
| g. FY 2022-23 RP WET Activities Report | The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2022-23. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. | July 31, 2023 |
| h. 2023 PMHS Workforce Survey completion | Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2023 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs. | September 30, 2023 |
| i. FY 2023-24 RP WET Activities Report | The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2023-24. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. | July 31, 2024 |
| j. 2024 PMHS Workforce Survey completion | Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2024 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs. | September 30, 2024 |

| Deliverable | Description | Due Date |
|--|---|---|
| k. FY 2024-25 RP WET Activities Report | If program activities continue after June 30, 2024, the Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2024-25. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. (OSHPD may waive this deliverable if the Grantee reported completion of all program activities in prior RP WET Activities Reports) | July 31, 2025 |
| l. 2025 PMHS Workforce Survey completion | Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2025 PMHS Workforce Survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs. | On or before September 30, 2025 |
| m. FY 2025-26 RP WET Activities Report | If program activities continue after June 30, 2025, the Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2025-26. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. (OSHPD may waive this deliverable if the Grantee reported completion of all program activities in prior RP WET Activities Reports) | July 31, 2026 |
| n. Matching Local Funds Confirmation | <p>The Grantee shall provide documentation from the fiscal intermediary certifying the collection of local funds on behalf of the Grantee. 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.</p> <p>\$ <u>11,534,457</u> X 33% = \$ <u>3,806,372</u> (Agreement Funds) (Matching Local Funds)</p> <p>Matching Local Funds Requirement: \$ <u>3,806,372</u></p> | July 31, 2024 or at any time during this Agreement's term, whichever comes first. |

5. The Grantee shall comply with the following additional conditions:
 - a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in Agreement Section E-1.
 - b. Grantee shall begin performance of the Deliverables on the date of execution of this Agreement.
 - c. OSHPD will provide technical assistance to the Grantee to finalize Deliverables described in Agreement Section C-4. The parties shall complete all Deliverables on or before July 31, 2026.
 - d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in Agreement Section C-4.
 - e. OSHPD may monitor the Grantee activities and progress by attending and or convening local or statewide RP meetings, and reviewing annual RP WET Activities Reports submitted by the Grantee. OSHPD reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
 - f. Payments of Agreement Funds shall be contingent on the satisfactory submission of the Deliverables. OSHPD reserves the right to withhold funding for subsequent years until Grantee complies with the terms of this Agreement including this Scope of Work provision.
 - g. Grantee may submit any revisions to their Budget and Participant Information (Agreement Section D) to OSHPD for review and approval before June 30, 2025. Such revisions to the Budget and Participant Information shall not require an amendment pursuant to this Agreement so long as both OSHPD and the Grantee agree to the revisions in writing.
 - h. In the event that the Grantee has not encumbered and/or spent 80 percent of Agreement Funds by July 1, 2024, OSHPD may reduce the Grantee's grant award amount and recoup unspent and/or unencumbered amounts. OSHPD may reallocate these unspent funds towards other WET Plan activities.

D. Budget Detail:

1. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee’s application. The funds provided under this Agreement shall be the funds provided from FY 2020-21 through FY 2024-25 which shall cover the costs of activities under Section C, “Scope of Work and Deliverables,” including administrative costs (defined below). Agreement Funds shall not be comingled with any of Grantee’s other funds.

Budget and Participant Information (from the Budget in Grantee’s Application)

| Grant Program Activity | FY 2020-21 | | FY 2021-22 | | FY 2022-23 | | FY 2023-24 | | FY 2024-25 | |
|---|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
| | Funding | # of Participants | Funding | # of Participants | Funding | # of Participants | Funding | # of Participants | Funding | # of Participants |
| Pipeline Development | \$ 115,058 | # 660 | \$ 115,059 | # 660 | \$ 115,058 | # 660 | \$ 115,058 | # 660 | \$ 115,058 | # 660 |
| Undergraduate College & University Scholarships | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Clinical Master & Doctoral Graduate Education Stipends | \$ 588,000 | # 98 | \$ 588,000 | # 98 | \$ 588,000 | # 98 | \$ 588,000 | # 98 | \$ 588,000 | # 98 |
| Loan Repayments | \$ 1,150,582 | # 153 | \$ 1,150,584 | # 153 | \$ 1,150,584 | # 153 | \$ 1,150,582 | # 153 | \$ 1,150,582 | # 153 |
| Retention Activities | \$ 447,674 | # 6,720 | \$ 447,676 | # 6,720 | \$ 447,676 | # 6,720 | \$ 447,674 | # 6,720 | \$ 447,674 | # 6,720 |
| Administrative Costs (Shall not exceed 25 percent of the total budget) | \$ 766,850 | N/A | \$ 766,850 | N/A | \$ 766,850 | N/A | \$ 766,850 | N/A | \$ 766,850 | N/A |
| Total | \$ 3,068,164 | # 7,631 | \$ 3,068,169 | # 7,631 | \$ 3,068,168 | # 7,631 | \$ 3,068,164 | # 7,631 | \$ 3,068,164 | # 7,631 |

2. **Administrative Costs:** The costs indirectly attributed to the completion of the program services which can include, but not limited to utilities, rent, equipment, mentoring, worksite placement, monitoring paid or volunteer work requirements and training activities, fiscal intermediary costs for collecting local funds, and administrative service/payroll staff.

E. Invoicing and Payment

1. OSHPD will release Agreement Funds installments to Grantee upon approval of the reports and deliverables submitted by Grantee in accordance with the schedule below. Approval of the payments shall be based on the satisfactory performance and timely submission of Deliverables Items 4.a., 4.b., and 4.n. as outlined in Agreement Section C, “Scope of Work and Deliverables” above.

| Payment Installment | Percent of OSHPD Grant Award | Payment Amount | Deliverables Requiring Approval Before Release of Payment | Deliverable Due Date |
|---------------------|------------------------------|----------------|---|----------------------------|
| 1 | 10% | \$1,153,445.70 | Grant Agreement Execution | February 15, 2021 |
| 2 | 70% | \$8,074,119.90 | Section C. Item 4.a. Stakeholder Engagement Activities Report | March 1, 2021 |
| 3 | 5% | \$576,722.85 | Section C. Item 4.b. 2020 PMHS Workforce Surveys completion | March 1, 2021 |
| 4 | 15% | \$1,730,168.55 | Section C. Item 4.n. Matching Local Funds Confirmation | On or before July 31, 2024 |

2. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
3. OSHPD may request additional information upon reviewing the Deliverables.

F. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this grant program, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the OSHPD shall have the option to either

cancel this Agreement with no liability occurring to the OSHPD or offer an agreement amendment to Grantee to reflect the reduced amount.

G. Breach:

OSHPD reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. OSHPD expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities. OSHPD shall also seek the following:

1. Damages for non-compliance of annual RP WET Activities Report and PMHS workforce survey requirements (Section C., Items 4.b.-m):

Grantee agrees to pay \$10,000 for each deliverable not submitted on time, or which does not substantially meet the content requirements for deliverables. These damages are to compensate OSHPD and the State for the damages, including additional costs, they will incur because of Grantee's delay. Grantee may appeal any such reductions per the "Disputes" Section of this Agreement.

2. Reductions for non-compliance of Local Match Requirement (Section C-2):

- a. Per the 2019 State Budget Bill, OSHPD must require RPs to provide a 33 percent match of local funds to support WET Plan programs. OSHPD shall recover Agreement Funds for which matching Local Funds are not provided by July 31, 2024. The Grantee agrees to return the portion of Agreement Funds that were not matched by December 31, 2024.
- b. Grantee agrees to pay OSHPD the amount from the following formula if the 33 percent match is not achieved:
(Total Agreement Funds) – (Actual RP Local Match Funds ÷ .33) = Recovery Amount.

Example:

*Total Agreement Funds = \$1,000,000;
Local Funds Match Requirement (.33 match) = \$330,000
Actual Amount Matched = \$100,000*

*\$1,000,000 – (\$100,000 ÷ .33) = Recovery Amount
\$1,000,000 - \$303,030.30 = Recovery Amount
Recovery Amount = \$696,969.70*

- c. OSHPD shall waive any or all reductions associated with Grantee's failure to meet local match fund requirements at the regional level if the combined

total of all local match funds collected from the five RPs meet the 33 percent matching requirement of total grant funds available for all five RPs as outlined in the 2020-21 RP Grant Guide.

| Combined Regional Partnerships OSHPD Grant Award Amount | Combined Regional Partnerships Local Match Funds (33% match) |
|--|---|
| \$40,000,000 | \$13,200,000 |

H. General Terms and Conditions:

1. **Timeliness:** Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.

3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of OSHPD and subject to disclosure under the Public Records Act.
4. **Audits:** The Grantee agrees that OSHPD, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **Provisions Relating to Data**
 - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for

example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- b. "Generated data" are that data, which Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be the property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
6. Independence from the State: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
 7. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or OSHPD shall require to ascertain compliance with this clause.
 - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
8. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
 9. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
 10. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in this Agreement is binding on any of the parties.
 11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of OSHPD in the form of a formal written amendment.

12. Indemnification: Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement shall be resolved as follows:
 - a. Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why Grantee does not agree with the Deputy Director's decision. The Chief Deputy Director or their designee (who shall not be the Deputy Director or their designee) shall meet with the Grantee within 20 working days of receipt of the Grantee's appeal. During this meeting, Grantee and OSHPD may present evidence in support of their positions.
 - d. Within ten working days after meeting with the Grantee, the Chief Deputy Director or their designee shall respond in writing to Grantee with their decision. The Chief Deputy Director's decision will be final.
14. Termination for Cause: In addition to the Breach provisions above, OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
15. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and

obligations hereunder. The Grantee agrees to be fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

16. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

I. Program Representatives

The program representatives during the term of this Agreement will be:

| | |
|---|--|
| State Agency: Office of Statewide Health Planning and Development | Grantee: County of Santa Barbara |
| Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program | |
| Name: Wes Salter Program Manager | Program Representative Name: Carla Cross, Manager of Clinical Training and Special Projects |
| Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833 | Address: 300 N. San Antonio Road Building #3 Santa Barbara, CA 93110 |
| Phone: (916) 326-3781 | Phone: (805) 865-0027 |
| Email: Wesley.Salter@oshpd.ca.gov | Email: ccross@sbcbswell.org |

Direct all administrative inquiries to:

| | |
|---|---|
| State Agency: Office of Statewide Health Planning and Development | Grantee: County of Santa Barbara |
| Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program | |
| Name: Wes Salter Program Manager | Name: Carla Cross, Manager of Clinical Training and Special Projects |
| Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833 | Address: 300 N. San Antonio Road Building #3 Santa Barbara, CA 93110 |
| Phone: (916) 326-3781 | Phone: (805) 865-0027 |
| Email: Wesley.Salter@oshpd.ca.gov | Email: ccross@sbcbswell.org |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE: COUNTY OF SANTA
BARBARA

Signature:

Signature:

Name: _____

Name: Dr. Alice Gleghorn

Title: Budget and Facilities Operations
Service Manager

Title: Director, Santa Barbara County
Department of Behavioral Wellness