

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS
AND
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
FOR
ADMINISTRATIVE AND PROGRAM MANAGEMENT
OF THE LOAN REPAYMENT PROGRAM
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AGREEMENT No. 20-10018
SOUTHERN COUNTIES REGIONAL PARTNERSHIP

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 (PMHS) in its efforts to meet mental health workforce shortage needs;

WHEREAS, through June 30, 2026, the County of Santa Barbara Department of Behavioral Wellness (BWell), 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 WET RPs with a requirement that RPs provide a 33 percent match;

WHEREAS, on May 13, 2020, the SCRП 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 PMHS workforce;

WHEREAS, BWell, as SCRП grantee, was awarded the OSHPD WET SCRП 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 SCRП members in the amount of \$3,806,372;

WHEREAS, the OSHPD WET SCRП Agreement No. 20-10018 requires administration of all components of the Loan Repayment Program to develop and implement mental healthcare workforce development strategies that align with the 2020-2025 WET Five-Year Plan by supporting the workforce needs in the region;

WHEREAS, as the SCRП Fiscal and Administrative Agent for the WET SCRП, BWell, through the County of Santa Barbara Board of Supervisors wishes to retain the services of the California Mental Health Services Authority ("CalMHSA"), a joint powers authority formed by counties pursuant to Government Code section 6500 et seq., and CalMHSA wishes to provide the services for the administration, program management, and fiscal services for the Loan Repayment Program; and

WHEREAS, the County of Santa Barbara as the Fiscal and Administrative Agent for the WET SCRP, through the County of Santa Barbara Board of Supervisors wishes, to amend the Agreement No. 1034-WET-2020- SRA to update the agreement language in collaboration with the Statewide WET Coordinators and in accordance with the SCRP recommended changes approved February 15, 2023, and to add \$3,076 to the agreement not to exceed \$6,856,875 inclusive of an administrative fee of \$894,375.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. TERM.

This Memorandum of Understanding (MOU) shall be effective on the date of execution by County of Santa Barbara (County) and CalMHSA to provide program administration, management and fiscal services for the Loan Repayment Programs on behalf of the grantee in the Southern Region through June 30, 2025 as described herein.

B. PURPOSE AND SCOPE OF WORK.

CalMHSA (CalMHSA or Contractor) shall provide program administration, management and fiscal services for the Loan Repayment Programs in accordance with the OSHPD WET SCRP Agreement No. 20-10018 including but not limited to the services set forth below. CalMHSA shall:

1. Provide ongoing staff support to coordinate, administer and manage all components of the Loan Repayment Program including entering into written agreements with Public Mental Health System (PMHS) professionals chosen to receive loan repayment (“awardees”), worksite placement, monitoring paid or work requirements, documentation, and provide educational loan repayment assistance to awardees.
2. Pay awardees’ lenders as the administrative and program manager of the OSHPD WET SCRP Loan Repayment Program.
3. Select awardees, identified by each county, based on the criteria established by each county and provided to CalMHSA in writing by BWell 60 days prior to opening a new application cycle. The criteria may change at any time during application cycles as needed and shall apply retroactively if so indicated. Allow applicants to withdraw their application at any time prior to disbursement, to apply the new loan program criteria.
4. Provide documentation as the fiscal intermediary to certify and collect the local match funds.

C. PROGRAM GOALS.

The goals of the OSHPD WET SCRP Loan Repayment Program are in alignment with the 2020-2025 WET Five-Year Plan and include the following:

1. Retain current qualified, eligible employees in hard to fill/ hard to retain positions;
2. Expand the capacity of California’s current public mental health workforce to meet California’s diverse and dynamic needs;
3. Facilitate a robust statewide, regional, and local infrastructure to develop the public mental health workforce; and
4. Support delivery of PMHS services for consumers within an integrated health system that encompasses physical health and substance use services.

D. LOAN REPAYMENT.

1. CalMHSA will award Awardees in accordance with each SCRP county member criteria provided to CalMHSA by the County BWell Administrative Lead. Criteria includes eligibility for the program, award amounts, timeline and any requirements around the disbursement of funds.
2. The criteria may change at any time during application cycles as needed and shall apply retroactively to all Awardees if so indicated.
3. Award amounts will be issued from the individual county budgets as determined by each SCRP County.
4. Individuals eligible to receive awards shall include but not limited to, those who have obtained a job-related certificate or degree, who are behavioral health professionals or administrative staff, selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county and may include but not be limited to: nurse practitioners, physician assistants, pharmacists, psychiatrists, physicians with integrated primary care/behavioral health care experience/expertise, psychologists, clinical social workers, marriage and family therapists, professional clinical counselors, and behavioral health administrative roles such as managers or clinical supervisors, information technology, human resources, finance, peer service providers, Nurses, Psychiatric Technicians, and case managers.
5. Payment shall be made to the recipient's lending institution after meeting the individual county's selection and award criteria, and following the individual counties' timelines. Awardees will engage in an agreement with CalMHSA specifying the required work obligation as specified by the individual counties.

E. CALMHSA RESPONSIBILITIES.

1. Management of awards shall include the following:
 - a. Assist counties in developing expanded eligibility criteria.
 - b. Assist counties in developing loan repayment verification statements.
 - c. Develop terms of agreement, including failure to meet/complete terms as required by individual county requirements CalMHSA will establish an awardee agreement outlining the requirements for the award. Awardees can request to cancel the agreement if the awardee receives an alternative loan repayment award of a higher amount from a different loan repayment program that would conflict with the timeline of this program. This agreement can only be canceled if the request is made prior to the award amount being disbursed to the lender.
 - d. Direct potential applicants to OSHPD's centralized online application that the SCRP members are using to accept applications for the Program.
 - e. Provide information about Program eligibility requirement and the benefits of program participation to potential applicants.
 - f. Communicate with all applicants about outcomes of their application process.
 - g. Provide information to the awardees regarding the process of the Program.
 - h. Provide a form for use to verify that the work commitment has been completed.
 - i. Obtain proof of eligibility by contacting the awardee's county appointed designee and confirming hours and employment.

- j. Throughout the project obligation period, with a minimum of two times, CalMHSA will reengage with a county appointed designee to track awardee’s work obligation and verify service for additional confirmation of continued employment.
 - i. Each county will have a total allocation of funds available for their awardees. BWell County Administrative Lead will inform CalMHSA about the amount of the awards and the time frames for disbursements. CalMHSA will track county budgets and provide updates to individual counties about funds that are available in the program. The number of awards per county are determined by the award amounts per awardee as designated by each individual county.
 - k. Provide award letters.
 - l. Provide non-award letters.
2. Disbursement of funds to awardees shall include the following:
- a. Upon receiving from SCRP the list of applicants that have been selected by the participating counties to receive a Loan Repayment, provide award letters to all awardees.
 - b. Execute contracts with the award recipients that specify the amount of the award and outline the awardees’ obligations, including work obligation, as determined by each individual county requirement. This contract shall also include information to the awardee about the collection process that will occur by CalMHSA to recoup expended funds where the award is disbursed and the awardee’s work obligation is not fulfilled.
 - c. A single payment shall be made on the award recipient's behalf directly to the lender after the awardee has met the individual county’s criteria and all necessary paperwork has been processed.
 - d. Provide verification of payment to the awardee.
 - e. Funds will be dispersed only to lenders of awardees’ who have successfully completed any requirements set by the individual county. Award amounts shall not exceed the total outstanding loan amount of the awardee or the individual county allocated funding.
 - f. Upon payment of an award, CalMHSA shall prepare and distribute to awardees a notice confirming completion of disbursement, amount of award paid to awardee’s lending institution, and advising awardee to seek the advice of a tax professional.
 - g. In the event that an awardee does not fulfill their work obligation and the award has been disbursed to the lender prior to completion of the work obligation, CalMHSA shall be responsible for the recovery of these funds and shall return the award amount to the SCRP.
3. Reporting to include the following:
- a. Conduct survey of the awardees on an annual basis to collect data on outcomes and effectiveness of the program and submit the data to the County by June 30 of every year.
 - b. Prepare regular accounting reports of the program and submit them to the BWell’s designated Representative on a bi-annual basis that outline how many awards are in progress, how many are completed, and how much of the administrative fee has been spent.
 - c. Attend SCRP meetings bi-annually to present on the status of the Loan Repayment Program and to collect any feedback from the members.

4. Perform all services required hereunder this MOU in the manner and according to the standards observed by a competent practitioner of the same profession in which CalMHSA is engaged.
5. At the end of the term, unspent funds will be returned to the County that allocated the funding.

E. COUNTY RESPONSIBILITIES.

1. County shall administer this MOU so as to verify that CalMHSA is performing its obligations in accordance with the terms and conditions hereof.
2. BWell Administrative Lead shall collect each SCRP County’s criteria to determine the amount of awards, the length of volunteer or paid work commitments, and the time frames for disbursement of awards.
3. County shall pay CalMHSA the per fiscal year total set forth below within 30 days of contract execution, and annually on July 1 of each fiscal year thereafter, as specified in the OSHPD WET SCRP Agreement No. 20-10018.

F. BUDGET.

By County	Total Cost
Imperial	\$176,590
Kern	\$405,417
Orange	\$1,215,636
Riverside	\$1,058,449
San Bernardino	\$825,414
San Diego	\$1,230,646
San Luis Obispo	\$202,552
Santa Barbara	\$270,092
Tri-City	\$187,544
Ventura	\$390,160
Award budget	\$5,962,500
Administrative Costs (15%)	\$894,375
FY 21-22 through FY 24-25 Maximum Contract Amount	\$6,856,875

1. ***Award funding may be allocated in one year or spread out over several years, but must not exceed the individual County’s maximum allocated amount.

G. TERMINATION.

1. **For Convenience.** Either Party may terminate this MOU in whole or in part upon ninety (90) days’ written notice to the other party. During the ninety (90) day period, CalMHSA shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this MOU, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this MOU, then County will notify CalMHSA of such occurrence and County may terminate or suspend this MOU in whole or in part, with or without a prior notice period. In the event of termination under this section, CalMHSA shall be entitled to administrative fees reasonably earned prior to the time of termination. Subsequent to termination of this MOU under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should either party default in the performance of this MOU or materially breach any of its provisions, the non-breaching party may, at their sole discretion, terminate or suspend this MOU in whole or in part by written notice. Upon receipt of notice, the breaching party shall immediately discontinue all services affected (unless the notice directs otherwise) and notify the non-breaching party as to the status of its performance. The date of termination shall be the date the notice is received by breaching party, unless the notice directs otherwise.

H. DISPUTE RESOLUTION.

In the event of a dispute between the parties regarding the interpretation or performance of this MOU, BWell, as acting Fiscal Agent for SCRP, and CalMHSA shall attempt to resolve the dispute at the staff level. If, after thirty (30) calendar days of negotiations, CalMHSA and BWell cannot resolve the dispute, either Party may request a meeting between CalMHSA's Executive Director and BWell's Executive Director 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 parties will seek to resolve the dispute through non-binding mediation to be held within sixty (60) calendar days. If the dispute is not resolved through mediation, the parties may pursue the remedies otherwise available at law. 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.

I. 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.

J. GENERAL PROVISIONS.

1. **Designated Representative.** Director at phone number 805-681-5220 is the representative of County and will administer this MOU for and on behalf of County. Amie Miller, at phone number 916-859-4818 is the authorized representative for CalMHSA. 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 MOU 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.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party. 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.
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. **Limitation of Liability and Indemnification**
 - a. CalMHSA is responsible only for funds as instructed and authorized by BWell. CalMHSA is not liable for damages beyond the amount of any funds which are identified on Section F Budget 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 awardees (collectively, “mental health services”). BWell will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions.
10. **Counterparts.** This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
11. **Binding MOU.** Each Party agrees that the terms of this MOU are valid, legally binding on, and enforceable against the other Party.
12. **Ownership of Documents.** County shall be the owner of the following items incidental to this MOU upon production, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this MOU is completed or terminated prior to completion.
13. **Nondiscrimination.** County hereby notifies CalMHSA that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CalMHSA agrees to comply with said ordinance.
14. **California Law and Jurisdiction.** This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
15. **Conflict of Interest.** CalMHSA covenants that it presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. CalMHSA further covenants that in the performance of this MOU, no person having any such interest shall be employed by it. CalMHSA must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by CalMHSA if County determines it to be immaterial, and such waiver is only effective if provided by County to CalMHSA in writing. CalMHSA acknowledges that state laws on conflict of interest apply to this MOU including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

16. **Authority.** All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, CalMHSA hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which it is obligated, which breach would have a material effect hereon.
17. **Survival.** All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING 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: _____ Name: Das Williams _____

Title: Chair, Board of Supervisors _____ Date: _____

Signed: _____ Name: Antonette Navarro, LMFT _____

Title: Acting Director, Behavioral Wellness _____ Date: _____

ATTEST: COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Signed: _____ Name: Mona Miyasato _____

Title: County Executive Officer, Clerk of the Board _____ Date: _____

APPROVE AS TO FORM: COUNTY COUNSEL

Signed: _____ Name: Rachel Van Mullem _____

Title: Deputy County Counsel _____ Date: _____

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER

Signed: _____ Name: Betsy M. Schaffer, CPA _____

Title: Deputy Auditor Controller _____ Date: _____

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT

Signed: _____ Name: Greg Milligan, ARM _____

Title: Risk Manager _____ Date: _____

CONTRACTOR: California Mental Health Services Authority

CALMHSA

Signed: _____ Name: Dr. Amie Miller, LMFT _____

Title: Executive Director _____ Date: _____

Address: _____

Phone: _____ Email: _____