



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

December 14, 2021

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 21-01140

RE: Consider recommendations regarding a California Mental Health Services Authority (CalMHSA) Memorandum of Understanding for Administration and Management Services Workforce Training and Education (WET) Southern Counties Regional Partnership (SCRP) Loan Repayment Program, as follows:

a) Approve and authorize the Chair to execute the CalMHSA Memorandum of Understanding No. 1034-WET-2020-SRA for administration, program management and fiscal services for the SCRCP Loan Repayment Program, in accordance with the Office of Statewide Health Planning and Development Agreement No. 20-10018, in an amount not to exceed \$6,853,798.75, upon execution through June 30, 2025; and

b) Determine that the approval of the recommended action is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15378(b)(4), since the recommended action is a government fiscal activity which does not involve commitment to any specific project which may result in potentially significant physical impact on the environment.

A motion was made by Supervisor Hartmann, seconded by Supervisor Hart, that this matter be acted on as follows:

a) Approved and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: December 14, 2021
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Pamela Fisher, Psy.D., Acting Director DS
PF
Director(s) Department of Behavioral Wellness, (805) 681-5220
Contact Info: Carla Cross, MA. LFT, ART-BC, Manager of Clinical Training
and Special Projects Department of Behavioral Wellness, (805)
681-5220
SUBJECT: Behavioral Wellness - California Mental Health Services Authority Memorandum
of Understanding for Administration and Management Services Workforce
Training and Education (WET) Southern Counties Regional Partnership (SCRP)
Loan Repayment Program

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute the **California Mental Health Services Authority (CalMHSA) Memorandum of Understanding No. 1034-WET-2020-SRA** for administration, program management and fiscal services for the Southern Counties Regional Partnership Loan Repayment Program, in accordance with the Office of Statewide Health Planning and Development Agreement No. 20-10018, in an amount not to exceed **\$6,853,798.75**, upon execution through June 30, 2025 (Attachment A);
- B. Determine that the approval of the recommended action is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15378(b)(4), since the recommended action is a government fiscal activity which does not involve commitment to any specific project which may result in potentially significant physical impact on the environment.

Summary Text:

The item is on the agenda to request the Board of Supervisors (Board) to approve and authorize Chair to execute the Memorandum of Understanding No. 1031-WET-2020-SRA for the California Mental Health Services Authority (CalMHSA) to provide administration, program management and fiscal services on behalf of the Department of Behavioral Wellness, Southern Counties Regional Partnership (SCRP) fiscal and administrative agent. In accordance with the Office of Statewide Health Planning and Development (OSHPD) Agreement No. 20-10018, CalMHSA shall be responsible for executing agreements with Public Mental Health System (PMHS) professionals for educational loan repayment, and tracking, reporting and disbursement of the repayment funds, for the SCRP Loan Repayment Program, a Workforce Education and Training (WET) activity. Services under this MOU shall be provided upon execution through June 30, 2025 and will be compensated in an amount not to exceed \$6,853,798.75 inclusive of an administrative fee.

Background:

The Mental Health Services Act (MHSA), passed in 2004, levied a 1% tax on annual incomes over \$1 million to increase funding for mental health services. The MHSA included a requirement for each county mental health department to develop a local WET Plan, and to participate in Regional Partnerships formed throughout the State to promote building and improving the local PMHS workforce, education, and training resources, and focus on projects and goals specific to the needs of the region. The SCRP consists of the public mental health departments of Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura counties, as well as the Los Angeles County Tri-City region (Claremont, La Verne, and Pomona). BWell has been a voting member of the SCRP since its inception in 2009 and has benefited from cultural competency trainings and a core competencies project for licensed therapists, offered through SCRP.

In December 2014, the Board approved and authorized BWell to serve as the fiscal and administrative agent for the SCRP and execute the initial MOU with the SCRP counties to implement WET. Then in May 2020, BWell was nominated by the SCRP to continue as the fiscal and administrative agent for the SCRP through 2026 and be the fiscal and administrative agent for the OSHPD grant through 2026, which the Board approved on January 12, 2021, to accept the OSHPD Grant Agreement No. 20-10018 through 2026.

The OSHPD Grant Agreement requires implementation and administration of a Loan Repayment Program to provide educational loan repayment assistance to PMHS professionals that the SCRP identifies as high priority in the region, considering applicants who previously received scholarships and/or stipends. SCRP 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. SCRP shall determine the amount they award and length of volunteer or paid work commitment.

BWell is a member of CalMHSA, a Joint Powers Authority (JPA) under Gov. Code §6500 et seq., serving California counties as an independent administrative and fiscal intergovernmental structure for jointly developing, funding, and implementing mental health services and educational programs at the state, regional, and local levels. BWell has several agreements with CalMHSA. BWell as the, SCRP agent and

OSHPD grantee for SCRCP is seeking the approval of the Board to enter into a MOU with CalMHSA to implement and administer all components of the WET SCRCP Loan Repayment Program, in accordance with the OSHPD Grant Agreement. CalMHSA oversees the administrative services for several programs in collaboration with Department of Health Care Services (DHCS). In accordance with the WET SCRCP MOU, the SCRCP Executive Board has reviewed and approved budget activity to enter into a MOU with CalMHSA for services at their SCRCP meeting November 2020.

While the OSHPD agreement does not terminate until 2026, the current OSHPD Grant budget for the program does not extend past FY 2024-2025 as currently drafted. However, it allows for services to be rendered past Fiscal Year 2024-2025 if a budget revision is submitted and approved before June 30, 2025. If needed to fulfill all the program deliverables beyond FY 24-25, BWell will return to the Board, upon approval of a budget amendment to OSHPD, to extend this program to FY 25-26.

Approval of the recommended actions will allow BWell to execute its functions as the Administrative and Fiscal entity for SCRCP to implement and enhance mental healthcare workforce development strategies aligned with the 2020-2025 WET Five-Year Plan to address regional needs by strengthening recruitment, training, education and retention of PMHS.

Performance Measure:

CalMHSA's administration of this program will result in increased efficiency of the implementation of the program. CalMHSA will maintain all records and provide regular fiscal reports to BWell.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	<u>FY 21-22</u> Cost:	<u>FY 22-23</u> Cost:	<u>FY 23-24</u> Cost:	<u>FY 24-25</u> Cost:	<u>Total Funds</u> <u>FY 20-25</u> Cost
General Fund					
State - OSHPD Grant	\$ 3,119,375	\$ 1,704,875	\$ 1,684,750	\$ 344,798.75	\$ 6,853,798.75
State					
Federal					
Fees					
Other:					
Total	\$ 3,119,375	\$ 1,704,875	\$ 1,684,750	\$ 344,798.75	\$ 6,853,798.75

Narrative: The Loan Repayment Program funding is provided for in the OSHPD Grant Agreement No. 20-10018 through 2026. OSHPD approved a reallocation of funds amongst the approved WET activities set forth in the OSHPD Grant Agreement No. 20-10018 and allocated \$5,959,825 to the Loan Repayment Program.

Key Contract Risks:

Funding for this MOU comes from OSHPD grant funds, which may not be appropriated or which may be withheld pending submission of deliverables or if funds are not encumbered and/or spent 80% of the Agreement funds by July 1, 2024. The MOU has language that allows the County to suspend, delay, or interrupt the services under the MOU for convenience, non-appropriation of funds, or for cause. The MOU requires that County indemnify CalMHSA for claims arising from County's acts or omissions. The parties otherwise agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of the MOU. The County's MOU with the SCRCP members requires the SCRCP

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members to indemnify the County for any liability caused by the SCRP's negligent or intentional acts or omissions.

Special Instructions:

Please return one (1) Minute Order and one (1) complete copy of the above Memorandum of Understanding to Denise Morales at dmorales@sbcbswell.org and to bswellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: CalMHSA FY 21-25 SCRP Loan Repayment Agreement No. 1034-WET-2020-SRA

Attachment B: SCRP Minutes and Approval November 2020

Attachment C: OSHPD WET SCRP FY 20-26 Agreement No. 20-10018

Authored by:

D. Morales

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 SCRCP 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 SCRCP grantee, was awarded the OSHPD WET SCRCP 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 SCRCP members in the amount of \$3,806,372;

WHEREAS, the OSHPD WET SCRCP 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 SCRCP Fiscal and Administrative Agent for the WET SCRCP, 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.

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 SCRCP 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 SCRCP Loan Repayment Program.
3. Select awardees by taking into consideration who the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received scholarships and/or stipends and take into consideration the following factors when determining award amounts: educational attainment, the level of unmet need in the community served, and years of service in the PMHS.
4. Provide documentation as the fiscal intermediary to certify and collect the local match funds.

C. PROGRAM GOALS.

The goals of the OSHPD WET SCRCP 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. Award a maximum of 741 awards over four years. Awardees will receive up to a maximum award amount of \$10,000, with the average award of \$7,500 after completing a 12-month work service obligation in a PMHS. Award amount variance shall be determined by each nominating SCRCP county.
2. Individuals eligible to receive awards include those who have obtained a job-related certificate or degree, who are mental 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

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practitioners; clinical psychiatric pharmacist; psychiatrists; providers with integrated primary care/behavioral health care experience/expertise, psychologists, and clinical psychologists; and behavioral health administrative roles such as managers; information technology; human resources; finance; peers; Licensed Vocational Nurses; Psychiatric Technicians; and case managers.

3. Payment shall be made to the recipient's lending institution after completion of the 12-month service obligation, with service hour minimums determined by 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.
 - 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.
 - k. Award a maximum of 741 awards to consist of the following:
 - i. FY 21-22 award maximum: 343;
 - ii. FY 22-23 award maximum: 184;
 - iii. FY 23-24 award maximum: 182; and
 - iv. FY 24-25 award maximum: 32.
 - a. NOTE: The parties acknowledge that the number of awards stated above represent a target number of awards to be distributed. Due to the collaborative nature of the work required between CalMHSA and the SCRP counties, the parties agree that CalMHSA cannot guarantee the number of awards made. However, the parties agree that CalMHSA shall make all necessary efforts to meet these target award numbers, including, but not limited to, working with the County and the SCRP counties to achieve program goals.
 - l. Provide award letters.
 - m. Provide non-award letters.
2. Disbursement of funds to awardees shall include the following:

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- a. Upon receiving from SCRCP 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 the obligation to remain in the qualifying position for a period of 12 months to be eligible to receive any award amount.
 - c. A single payment shall be made on the award recipient's behalf directly to the lender after the 12-month service obligation has been completed and all necessary paperwork has been received and processed.
 - d. Provide verification of payment to the awardee.
 - e. Funds will be dispersed only to lenders of awardees' who have successfully completed their service obligations to the project. If it is determined that an applicant does not meet the service obligations outlined in the agreement between CalMHSA and the applicant, then CalMHSA will inform the applicant of the decision, and cancel the contract without making payment to the awardee's lender.
 - f. Upon payment of an award, CalMHSA shall prepare and distribute to awardees a notice confirming completion of service obligation, amount of award paid to awardee's lending institution, and advising awardee to seek the advice of a tax professional.
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 SCRCP 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. In the event a County does not award all of their allotments in a given fiscal year, unawarded funds will be rolled over into the next fiscal year. At the end of the term, unspent funds will be returned to the County.

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. County shall determine the amount of awards and length of volunteer or paid work commitments.
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 SCRCP Agreement No. 20-10018.

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F. BUDGET.

FY 21-22			
By County	Unit Reimbursement: Awardees Annually*	Cost Per Unit: Award Amount**	Total Cost Per Year:
Imperial	6	\$10,000	\$60,000
Kern	20	\$10,000	\$200,000
Orange	80	\$7,500	\$600,000
Riverside	30	\$10,000	\$300,000
San Bernardino	54	\$7,500	\$405,000
San Diego	82	\$7,500	\$615,000
San Luis Obispo	14	\$7,500	\$105,000
Santa Barbara	18	\$7,500	\$135,000
Tri-Cities	13	\$7,500	\$97,500
Ventura	26	\$7,500	\$195,000
Total Program Awards:	343	\$7,500 - \$10,000	\$2,712,500
Administrative Costs:	15%	\$2,712,500 x 15%	\$406,875
FY 21-22 total Maximum Contract Not to Exceed***:			\$3,119,375

FY 22-23			
By County	Unit Reimbursement: Awardees Annually*	Cost Per Unit: Award Amount**	Total Cost Per Year:
Imperial	6	\$10,000	\$60,000
Kern	10	\$10,000	\$100,000
Orange	40	\$7,500	\$300,000
Riverside	25	\$10,000	\$250,000
San Bernardino	27	\$7,500	\$202,500
San Diego	41	\$7,500	\$307,500
San Luis Obispo	7	\$7,500	\$52,500
Santa Barbara	9	\$7,500	\$67,500
Tri-Cities	6	\$7,500	\$45,000
Ventura	13	\$7,500	\$97,500
Total Program Awards:	184	\$7,500 - \$10,000	\$1,482,500
Administrative Costs:	15%	\$1,482,500 x 15%	\$222,375
FY 22-23 Total Maximum Contract Not to Exceed***:			\$1,704,875

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FY 23-24			
By County	Unit Reimbursement: Awardees Annually*	Cost Per Unit: Award Amount**	Total Cost Per Year:
Imperial	5	\$10,000	\$50,000
Kern	10	\$10,000	\$100,000
Orange	40	\$7,500	\$300,000
Riverside	25	\$10,000	\$250,000
San Bernardino	27	\$7,500	\$202,500
San Diego	41	\$7,500	\$307,500
San Luis Obispo	6	\$7,500	\$45,000
Santa Barbara	9	\$7,500	\$67,500
Tri-Cities	6	\$7,500	\$45,000
Ventura	13	\$7,500	\$97,500
Total Program Awards	182	Varies	\$1,465,000
Administrative Costs:	15%	\$1,465,000 x 15%	\$219,750
FY 23-24 Total Maximum Contract Not to Exceed***:			\$1,684,750

FY 24-25			
By County	Unit Reimbursement: Awardees Annually*	Cost Per Unit: Award Amount**	Total Cost Per Year:
Imperial	1	\$6,552	\$6,552
Kern	1	\$5,248	\$5,248
Orange	2	\$7500	\$15,000
Riverside	25	\$10,000 +(1 lesser amount of \$8,025)	\$258,025
San Bernardino	2	\$7500	\$15,000
San Diego	0	0	0
San Luis Obispo	0	0	0
Santa Barbara	0	0	0
Tri-Cities	0	0	0
Ventura	0	0	0
Total Program Awards	32	Varies	\$299,825.00
Total Administrative Costs:	15%	\$299,825 x 15%	\$44,973.75
FY 24-25 Total Maximum Contract Not to Exceed***:			\$344,798.75

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Overall Cost FY 21-25		
Item	Total Numbers	Total Overall Cost
Loan Repayment Program:	741 x \$7,500 average award with a maximum not to exceed \$10,000	\$5,959,825
Administrative:	4 years x 15%	\$893,973.75
FY 21-22 Total Maximum Contract Amount***:		\$3,119,375
FY 22-23 Total Maximum Contract Amount***:		\$1,704,875
FY 23-24 Total Maximum Contract Amount***:		\$1,684,750
FY 24-25 Total Maximum Contract Amount***:		\$344,798.75
FY 21-25 TOTAL MAXIMUM CONTRACT AMOUNT NOT TO EXCEED:		\$6,853,798.75

1. *The numbers of awardees are approximate numbers, which are fluid and can be revised or waived by OSHPD with written approval in accordance with the OSHPD Grant Agreement.
2. **Average award of \$7,500, with the amount to vary based on individual county's workforce needs.
3. ***Funding may be reallocated each year with written approval by OSHPD, in accordance with the OSHPD Grant Agreement.

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.

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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

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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. CalMHSAs is responsible only for funds as instructed and authorized by BWell. CalMHSAs 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. CalMHSAs 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 CalMHSAs for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions.

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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.


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SIGNATURE PAGE

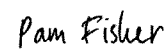
MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA BARBARA AND CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY.

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: Bob Nelson

Title: Chair, Board of Supervisors Date: 12.14.2021

Signed: DocuSigned by:  Name: Pamela Fisher, Psy.D.
938974A72A024BB...

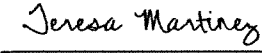
Title: Acting Director, Behavioral Wellness Date: 12/1/2021

ATTEST: COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Signed:  Name: Mona Miyasato

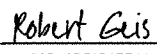
Title: County Executive Officer, Clerk of the Board Date: 12-14-21

APPROVE AS TO FORM: COUNTY COUNSEL

Signed: DocuSigned by:  Name: Rachel Van Mullem
232F4F3F173540D...


Title: Deputy County Counsel Date: 12/1/2021

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER

Signed: DocuSigned by:  Name: Betsy M. Schaffer, CPA
02B49B53797F440...

Title: Deputy Auditor Controller Date: 12/1/2021

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT

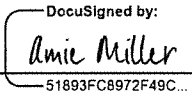
Signed: DocuSigned by:  Name: Ray Aromatorio
D3DB8528E16F47F...

Title: Risk Manager Date: 12/1/2021

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CONTRACTOR: California Mental Health Services Authority

CALMHSA

Signed:  Name: Dr. Amie Miller, PsyD., LMFT
51893FC8972F49C...

Title: Executive Director Date: 12/2/2021

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

Phone: 831-869-7020 Email: amie.miller@calmhsa.org