

Central Coast Community Health Worker/Promotores/Health Representative (CHW/P/R)

Capacity-Building Collaborative

Memorandum of Understanding

This Memorandum of Understanding (hereafter, "MOU") is entered into by and between the Santa Barbara Foundation (hereafter, "SBF") and County of Santa Barbara, Santa Barbara County Public Health Department (SBCPHD) herein referred to individually as party, collectively as parties.

BACKGROUND.

The Central Coast Community Health Worker/Promotores/Health Representative (CHW/P/R) Capacity-Building Collaborative (hereafter, "Collaborative") is a tri-county, multi-sector effort to build capacity for the community health workers and promotores (CHW/P/R) workforce in the region. CHW/P/R voice is central to Collaborative efforts to establish a common practice of support for CHW/P/Rs in their current roles, with dignity, recognition, opportunity, and thriving wages; equally for those who are undocumented.

SBF and SBCPHD, along with nine local organizations, established the Collaborative in 2022 to: enhance the capacity of health and social service systems to provide linguistically and culturally responsive services; scale the CHW/P/R workforce and connect CHW/P/Rs to high-quality jobs; and develop financially sustainable, evidence-based models.

Collaborative Aims:

1. **Enhancing Linguistically and Culturally Responsive Services:** This involves ensuring that health and social service systems are equipped to provide care that respects and addresses the linguistic and cultural backgrounds of diverse populations. This could include training staff, developing resources in multiple languages, and fostering cultural competence throughout the system.
2. **Scaling the CHW/P/R Workforce:** Community Health Workers, Promotores, and Health Representatives (CHW/P/Rs) play a crucial role in many healthcare systems, particularly in underserved communities. Scaling this workforce involves retention, support with dignity, respect, and resources, expanding their numbers and ensuring they have the training and support needed to serve their communities effectively.
3. **Connecting CHW/P/Rs to High-Quality Jobs:** It's not just about increasing the number of CHW/P/Rs but also ensuring they have access to stable, high-quality employment opportunities. This could involve partnerships with healthcare providers, post-secondary institutions, community organizations, and government agencies to create pathways for CHW/P/Rs to secure meaningful employment.
4. **Developing Financially Sustainable, Evidence-Based Models:** Sustainability is key to any initiative's lasting impact. Developing financially viable models ensures that resources can be allocated

effectively over the long term. This includes increasing readiness for partner agencies to contract with managed care plans (MCPs) for the CHW/P/R Medi-Cal Benefit. Additionally, basing these models on evidence ensures that interventions are effective and produce the desired outcomes.

In consideration of the mutual promises and undertakings made herein and the mutual benefits to be derived therefrom, the parties hereto and hereby agree as follows:

I. PURPOSE.

The purpose of the MOU is to establish an understanding between SBF and SBCPHD, as collaborative facilitators, to define the Central Coast Community Health Worker/Promotores/Health Representative (CHW/P/R) Capacity-Building Collaborative.

The parties wish to utilize the Collaborative to:

II. RESPONSIBILITIES.

SBF will:

1. Lead a regional process to finalize the project goal and health equity objectives.
2. Develop a regional project plan, conducts local activities to carry out the regional project goal and objectives, and monitor progress.
3. Commit sufficient organizational resources to implement regional project plan and activities.
4. Share project information and materials to support the statewide scaling of the CHW/P/R workforce.
5. Apply an equity lens and antiracist framework throughout the project and employ Liberatory Design in collaborative management.
6. Develop a system of sub-granting to support regional partners' participation in the regional capacity-building collaborative.
7. Participate in statewide discussions and evaluation activities with partner agencies.
8. Resolve conflicts and address issues that arise during the collaboration.
9. Keep stakeholders informed of progress and outcomes.
10. Maintain confidential records and publish de-identified data.

SBCPHD will:

1. Commit to working in partnership with SBF as a co-facilitator to lead this initiative by helping to define project goals, objectives, and regional project plans and sharing in the responsibility of engaging collaborative partners in this initiative.
2. As a co-facilitator, participate in regular collaborative facilitator meetings and commit to sharing responsibility for co-facilitating additional local meetings and activities to advance the regional project goals, including Working Group meetings (Steering Committee, Training and Certification, Care Systems Integration) and Regional Partner Meetings.

3. Complete Capacity Building Tasks, including: 1) assessments of capacity and needs of CHW/P/R workforce, 2) assessments of capacity and needs of utilization of the CHW/P/R Medi-Cal benefit, 3) relevant and applicable information on CHW/P/R roles and populations served, 4) relevant and applicable information on utilization of CHW/P/R Medi-Cal benefit.
4. Work with local primary care, behavioral health, and public health organizations to ease the pathway for CHW/P/Rs to be employed by these organizations and be active participants in the future of Medi-Cal and California health care system in order to advance health equity and improve health outcomes of culturally and linguistically diverse Californians.
5. Work with CHW/P/R Capacity-Building Collaborative partners to define local funding and training needs for the CHW/P/R workforce and communicate that to stakeholders, such as the Department of Health Care Services, Department of Health Care Access and Information, and other relevant agencies, in order to support thriving wages, opportunities for advancement, leadership, and organizational support (including supportive supervision and ongoing training) for the local CHW/P/R workforce.
6. Within its role as a collaborative facilitator, strive to represent the needs and experience of all organizations and CHW/P/Rs engaging in this project. In doing so, SBCPHD will not prioritize the potential losses (or gains) to the SBCPHD individually from working within the collaborative and instead maintain a focus on the overall benefits to be achieved for collaborative partners, the workforce and the most impacted populations they graciously serve.

III. ASSURANCES.

SBF and SBCPHD hereby certify and represent that each has all requisite power and authority to execute this MOU and is supportive of and committed to the work of the Collaborative.

IV. MODIFICATIONS.

In conjunction with the matters considered herein, this MOU contains the entire understanding of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties and by no other means. Each party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

V. DURATION AND TERMINATION.

This MOU shall be effective beginning December 3, 2024 and ending February 1, 2027, or unless earlier terminated by the parties whichever occurs first.

Prior to expiration, the Public Health Director may extend the term of this MOU in accordance with Section IV., for an additional period up to three-year period, through February 1, 2030, upon review and concurrence by Auditor-Controller, Risk Management, and County Counsel.

SBF and SBCPHD retain the right to terminate this MOU upon a thirty (30) day written notice to the other party to be provided to:

To SBF: Elizabeth Thasiah, Vice President
Santa Barbara Foundation
1111 Chapala Street, Santa Barbara, CA 93101
Email: lthasiah@sbfoundation.org

To SBCPHD: Mouhanad Hammami, Director
Santa Barbara County Public Health
300 San Antonio Road, Santa Barbara, CA 93110
Email: MHammami@sbcphd.org

VI. CONFLICT OF INTEREST.

The parties covenant that they presently have 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. This includes but is not limited to, any grants or funding opportunities which may be sought by both parties. The parties agree to promptly disclose to the other party, in writing, any potential conflict of interest, including when the SBCPHD may be preparing an application for a grant or funding opportunity which may also be sought by the Collaborative. Each party retains the right to waive a conflict of interest disclosed if such conflict is determined to be immaterial, and such waiver is only effective if provided in writing.

VII. RECORDS, AUDIT, AND REVIEW.

The parties shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of its profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting practices.

VIII. DATA SHARING.

Nothing herein shall be construed to confer any license or right to said personally identifiable information, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by SBCPHD or third parties is prohibited. For the purposes of

this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by SBCPHD or third-parties, for unrelated or commercial purposes, advertising or advertising related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by SBF. Data related to the Collaborative, including data developed by multiple partners within the Collaborative, shall only be utilized by SBCPHD, including on any applications or proposals for funding, with written permission by SBF. Nothing herein authorizes sharing of Protected Health Information.

IX. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

Each Party shall be the owner of the following items incidental to this MOU upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this MOU is completed or terminated prior to completion. Neither Party shall release any of such items to other parties except after prior written approval.

All of each Party’s property, documents, and information provided use in connection with the services shall remain that Party’s property. Neither Party shall disseminate any of the other Party’s property, documents, or information without prior written consent.

X. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XII. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XIII. NO WAIVER OF DEFAULT.

No delay or omission of any 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 shall be exercised from time to time and as often as may be deemed expedient.

XIV. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

XVIII. 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.

XIX. INDEMNIFICATION.

The parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU. The parties agree that each party is responsible for its own attorneys' fees and costs.

XX. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS.

Each party shall notify the other party immediately in the event of any accident or injury arising out of or in connection with this MOU. The indemnification provisions in this MOU shall survive any expiration or termination of this MOU.

XXI. NON-PARTNERSHIP.

This MOU is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

XXII. INSURANCE.

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU.

The above constitutes the parties mutual understanding to collaborate to support the work of the Collaborative.

XXIV. NONDISCRIMINATION.

Each party hereby agrees that the County of Santa Barbara'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 each party agrees to comply with said ordinance.

XXV. NON-ASSIGNMENT.

Neither party shall assign, transfer or subcontract this MOU or any of its rights or obligations under this MOU without the prior written consent of the other Party and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

XXVI. NONEXCLUSIVE MOU.

Each party understands that this is not an exclusive MOU and that each party shall have the right to negotiate with and enter into contracts with others providing the same or similar services.

XXVII. COMPLIANCE WITH LAW.

Each party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

XXVIII. 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.

XXIV. EXECUTION OF COUNTERPARTS.

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

XXV. NO PUBLICITY OR ENDORSEMENT

Neither party shall use the other party's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Neither party shall in any way contract on behalf of or in the name of the other party without written permission.

XXVI. IMMATERIAL AMENDMENTS

The Public Health Director, or designee, is authorized to make immaterial amendments to this MOU such as updating addresses for notices or other clerical error corrections which will not result in a material change to the MOU, upon review and concurrence by County Counsel.

The parties have executed this MOU to be effective on the date executed by County.

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Memorandum of Understanding between the **County of Santa Barbara** and **Santa Barbara Foundation**
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on December 3, 2024.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
Health Public Health Department

By: 
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
Risk Management

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on December 3, 2024.

Santa Barbara Foundation

By: *Elizabeth Thasiah*

Authorized Representative

Name: Liz Thasiah

Title: Vice President of Programs
