



**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

**Submitted on:**  
(COB Stamp)

**Department Name:** Behavioral Wellness  
**Department No.:** 043  
**Agenda Date:** December 3, 2024  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Director(s): Antonette Navarro, LMFT, Director  
Department of Behavioral Wellness, 805-681-5220  
Contact Info: Carla Cross, MA. LMFT, ART-BC, Manager of Clinical Training and Special Project  
Department of Behavioral Wellness, 805-681-5220  
**SUBJECT:** California Mental Health Services Authority (CalMHSA) Second Amendment to the FY 21-25 Memorandum of Understanding for Workforce Training and Education (WET) Southern Counties Regional Partnership (SCRP) Loan Repayment Program Administration, Management, and Fiscal Services

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**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Memorandum of Understanding with California Mental Health Services Authority (CalMHSA) (No. 1034-WET-2020-SRA A02) for administration, program management, and fiscal services for the Southern Counties Regional Partnership (SCRP) Loan Repayment Program to extend the term of the agreement through June 30, 2026, with no change to the maximum agreement amount of \$6,856,875, inclusive of an administrative fee of \$894,375, for the revised period of upon execution through June 30, 2026; and
- b) Determine that the above action is a government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**Summary Text:**

The item is on the agenda to request the Board of Supervisors (Board) to approve, ratify and authorize the Chair to execute the Second Amendment to the CalMHSA Memorandum of Understanding (MOU) No. 1034-WET-2020-SRA SCR P Loan Repayment Program, to extend the end date of the agreement to June 30, 2026, for the provision of administration, program management, and fiscal services in accordance with the Office of

Statewide Health Planning and Development (OSHPD) Grant Agreement No. 20-10018 due to an extension of program activities.

**Background:**

The Mental Health Services Act (MHSA), passed in 2004, levied a 1% tax on annual incomes over \$1.0 million to increase funding for mental health services. The MHSA included a requirement for each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in Regional Partnerships formed throughout the State to promote building and improve the local public mental health system (PMHS) workforce, education and training resources, and focus on projects and goals specific to the needs of the region. The Southern Counties Regional Partnership (SCRP) was one of the five regional partnerships that was established. The SCRP consists of the public mental health departments from 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 to execute the initial MOU with the SCRP counties to develop and implement the WET Five-Year Plan 2014-2019.

In 2019, the OSHPD approved a new WET Five-Year Plan 2020-2025. The goals and objectives set forth in the WET Five-Year Plan, approved by OSHPD in 2019, provide a framework for strategies that state and local government, community partners, educational institutions, and other stakeholders can enact to remedy the shortage of qualified individuals to provide services to those who are at risk of or have a severe mental illness.

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 No. 20-10018 through 2026, which the Board approved on January 12, 2021.

In July 2021, AB 133 Section 31 added §127002 to the Health and Safety code wherein “Any reference to the Office of Statewide Health Planning and Development shall be deemed a reference to the Department of Health Care Access and Information.” Any reference to the Office of Statewide Health Planning and Development (“OSHPD”) in this MOU shall be deemed a reference to the Department of Health Care Access and Information (“HCAI”).

CalMHSA is 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, in accordance with the OSHPD Agreement No. 20-10018.

On December 14, 2021 the Board approved BWell, as the SCRP agent and OSHPD grantee for SCRP, to enter into an MOU with CalMHSA to implement and administer all components of the WET SCRP Loan Repayment Program, MOU No. 1034-WET-2020-SRA. 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 individual counties have the ability to define the criteria to meet the needs of the county and take into consideration a variety of 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.

On June 6, 2023, the Board approved and authorized the First Amendment to MOU No. 1034-WET-2020-SRA, enabling BWell to execute its functions as the administrative and fiscal agent for SCRP and allow greater flexibility in accordance with the OSHPD Agreement to enhance mental healthcare workforce development strategies in alignment with the 2020-2025 WET Five-Year Plan to address regional needs by strengthening recruitment, training, education, and retention of PMHS; and to increase the budget in the amount of \$3,076.00 for a maximum agreement amount not to exceed \$6,856,875, inclusive of an administrative fee of 15% (\$894,375).

The deadline for identifying or modifying program activities under OSHPD Grant No. 20-10018 is June 30, 2025. The CalMHSA MOU No. 1034-WET-2020-SRA and 1034-WET-2020-SRA-AM1 end date aligns with this June 30, 2025 deadline.

However, the deadline for expending funds under the OSHPD Grant No. 20-10018 grant is June 30, 2026, and there is a possibility that we will need to continue to expend funds on identified programs through June 30, 2026. Approval of the recommended actions will allow BWell to continue this program as defined and expend the funding through June 30, 2026.

**Performance Measure:**

CalMHSA will be tracking the number of applicants awarded through the WET SCRIP Loan Repayment Program and will record the amount of award per each awardee. CalMHSA will maintain all records and provide regular fiscal reports to BWell.

**Contract Renewals and Performance Outcomes:**

Round 1 has been completed and 205 applicants were awarded loan repayment. 179 applicants have been selected for Round 2 and will be awarded loan repayment after final verification of their employment which is currently in process. Round 3 is still in process of being finalized with program agreements and work verification documents being signed. CalMHSA is on track with the current expectations regarding disbursements of loan repayments.

**Fiscal Impacts:**

**Budgeted: Yes**

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>FY 21-22</u></b>	<b><u>FY 22-23</u></b>	<b><u>FY 23-24</u></b>	<b><u>FY 24-25</u></b>	<b><u>FY 25-26</u></b>	<b><u>Total Contract</u></b>
General Fund						
State	\$ 3,119,375	\$ 1,704,875	\$ 1,687,826	\$ 344,799	\$ -	\$ 6,856,875
Federal						
Fees						
Other:						
Total	\$ 3,119,375	\$ 1,704,875	\$ 1,687,826	\$ 344,799	\$ -	\$ 6,856,875

**Narrative:** There are no changes to the financial terms. CalMHSA will receive the balance of the funding in FY 2024-25, which is the remaining \$302,500 for Loan Repayments program and the 15% allocation for administrative services (\$344,798.75 in total). BWell wants to extend the term date from June 30, 2025 to June 30, 2026 to allow CalMHSA to continue managing loan repayment program through grant deadline. This includes tracking of loan repayment agreements, ensuring completion of work obligations, and disbursement of funds to support full expenditure of allocated funds. To date, BWell has received the full disbursement of funding for the Loan Repayment Program.

**Key Contract Risks:**

Funding for this MOU comes from OSHPD grant funds, and includes a local match fund contribution for each SCRIP County. Each County can determine if they will pay upfront or make a match contribution annually. OSHPD may reduce the award of Agreement funds if 80% of the match funds are not encumbered and/or spent by July 1, 2024. As of July 1, 2024, all funds have been encumbered.

However, 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 SCRIP members requires the SCRIP members to indemnify the County for any liability caused by the SCRIP’s negligent or intentional acts or omissions.

**Special Instructions:**

Please email one (1) Minute Order and one (1) complete copy of the contract to [cshorb@sbscbwell.org](mailto:cshorb@sbscbwell.org) and to [bwellcontractsstaff@sbscbwell.org](mailto:bwellcontractsstaff@sbscbwell.org).

**Attachments:**

**Attachment A** – CalMHSA FY 21-26 Loan Repayment AM 2 No.1034-WET-2020-SRA-A02

**Attachment B** – CalMHSA FY 21-26 Loan Repayment AM 2 No.1034-WET-2020-SRA-A01

**Attachment C** – CalMHSA FY 21-26 Loan Repayment AM 2 No.1034-WET-2020-SRA

**Authored by:**

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