

# ATTACHMENT B:

## Staff MSW Scholarship Program Educational Assistance Program Participation Agreement Template

SANTA BARBARA COUNTY BEHAVIORAL WELLNESS DEPARTMENT  
STAFF MSW SCHOLARSHIP PROGRAM  
EDUCATIONAL ASSISTANCE PROGRAM  
PARTICIPATION AGREEMENT

This Participation Agreement (“**Agreement**”) is entered into between the County of Santa Barbara on behalf of its Behavioral Wellness Department (“County” or “**BWell**”) and [REDACTED] (“**Awardee**”) effective as of [REDACTED] (the “**Effective Date**”).

WHEREAS, the Santa Barbara County Behavioral Wellness Department Staff MSW Scholarship Program (“**Program**”) is a component of Santa Barbara County’s Mental Health Services Act Workforce Education and Training Plan, and funding has been allocated for the Program to provide scholarships for employees of BWell interested in pursuing a Master’s Degree in Social Work (“**MSW**”); and

WHEREAS, Awardee has been selected as the recipient of a Santa Barbara County Behavioral Wellness Department Staff MSW Scholarship Program scholarship award (“**Scholarship**”) under the Program, subject to Awardee’s execution of this Agreement and compliance with all Program Requirements (as defined below);

WHEREAS, on **XX**, the County Board of Supervisors approved, ratified, and authorized the Director of the Department of Behavioral Wellness or designee to execute the Department of Behavioral Wellness Staff MSW Scholarship Program Educational Assistance Program (the “**Plan**”); and

WHEREAS, notwithstanding the foregoing, Awardee acknowledges that the County has not applied to the Internal Revenue Service for a determination that the Plan is a qualified educational assistance program.

WHEREAS, at the time an applicant applies for the Scholarship and at the time a Scholarship is awarded, the applicant must be a full-time, regular employee of BWell for at least one year, completed the initial new employee probationary period, and is in good standing within their employment with no disciplinary actions within the past year and with a minimum scoring of “successful” on an employee performance review completed within the past year.

WHEREAS, after all studies leading to the granting of an MSW degree have been completed and an MSW degree has been awarded to Awardee, Awardee shall be required to seek, accept and maintain full-time employment as a Practitioner Associate, or a comparable direct clinical service position with BWell (“**Qualified Employment**”), within 180 days after the MSW degree is awarded.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, County and Awardee agree as follows:

1. **Confirmation of Employment.** Awardee hereby confirms that as of the Effective Date of this Agreement, Awardee is a full-time, regular employee of BWell for at least one year, has completed the initial new employee probationary period, and considered by BWell to be in good standing with respect to such employment (no disciplinary actions within the past year and with a minimum scoring of “successful” on the most recent employee performance review completed within the past year) .
2. **Scholarship Award.** Subject to Awardee’s execution of this Agreement and compliance with all Program Requirements, and subject to the other provisions of this Agreement, Awardee is awarded a Scholarship (“Scholarship Award”) for the reimbursement of Eligible Costs (as defined below) incurred by Awardee in seeking an MSW degree at an Eligible Institution (as defined below), up to a maximum reimbursement of \_\_\_\_\_ Thousand Dollars (\$ \_\_,000) for Eligible Costs. If total Eligible Costs are less than \$ \_\_\_\_\_,000, then only the actual amount of Eligible Costs will be reimbursed. In no instance shall the total obligation of BWell under this Agreement exceed \$ \_\_\_\_\_,000. Notwithstanding any provisions herein regarding the reimbursement of Eligible Costs, Awardee remains primarily responsible to each Eligible Institution or Awardee’s loan funder for the payment of any amounts due, and BWell does not assume any such obligations.
3. **Eligible Institution.** An “**Eligible Institution**” is defined as an accredited educational institution offering an MSW degree.
4. **Eligible Costs.** “**Eligible Costs**” are defined as tuition and fees charged by an Eligible Institution to Awardee for attending each course required by such institution for the award of an MSW degree, together with any textbook costs associated with each such course. Eligible Costs include such costs that are incurred at an Eligible Institution in an MSW program by Awardee both prior to and after the Effective Date of this Agreement. The following costs are **not** considered Eligible Costs: (a) Parking fees, (b) mileage reimbursement, (c) professional fees, (d) insurance premiums, (e) child care, (f) tuition or fees not charged by an Eligible Institution, (g) tuition or fees for any course that is not included within the MSW degree, (h) tuition or fees for any course that Awardee dropped or did not complete, and (i) Educational costs that are reimbursed through other sources (such as Santa Barbara County’s Textbook and Tuition Program, the Santa Barbara County Employee Development Reimbursement Program, Pell Grants, Cal Grants, Department of Rehab, and other scholarships, grants, stipends or other non-loan funding sources).
5. **Program Requirements.** At all times during the Term of this Agreement , Awardee shall be in compliance with each and every one of the following Program requirements (“**Program Requirements**”):
  - a. To be eligible for the Scholarship Award, Awardee shall remain a full-time employee of BWell. However, in the event circumstances beyond the control of the Awardee

render such full-time employment requirement impossible or extremely burdensome (as determined by BWell in its sole discretion), then Awardee may request special accommodations regarding the number of hours to be worked at BWell while attending school. BWell may, in its sole discretion, agree or not agree to grant such request, or to enforce such full-time employment requirement, or to make other accommodations, but in any case Awardee shall be required to work such number of hours as are established by BWell up to full-time employment.

- b. Awardee must attend classes outside of regular work hours unless given permission to flex the work schedule by Awardee's supervisor.
  - c. Awardee must maintain a grade average of "B" (or its equivalent) or higher in such studies, and remain in good standing in the MSW program in which Awardee is enrolled.
  - d. Awardee must complete all requirements for the granting of an MSW degree and be granted such degree within four (4) years of the Effective Date of this Agreement.
6. **Post-Graduation Employment.** After all studies leading to the granting of an MSW degree have been completed and an MSW degree has been awarded to Awardee, Awardee shall be required to seek, accept and maintain full-time employment as a Practitioner Associate, or a comparable direct clinical service position, with BWell ("**Qualified Employment**"), within 180 days after the MSW degree is awarded. In the event BWell has no openings for a Practitioner Associate or a comparable direct clinical service position, during such 180-day period, or Awardee is not selected by BWell to fill an open position, then, after Awardee's receipt of written confirmation from BWell that BWell has no openings for a Practitioner Associate, or a comparable direct clinical service position, during such 180-day period, or that Awardee has not been selected by BWell to fill an open position, Awardee shall be required to seek, accept and maintain full-time employment as a Practitioner Associate, or a comparable direct clinical service position, with an agency that has contracted with BWell to provide clinical services (a "**Service Agency**") (also, "**Qualified Employment**"), within 180 days after the MSW degree is awarded. Employment with a Service Agency where Awardee has failed to comply with the above requirements shall not be considered Qualified Employment. Awardee shall maintain full-time Qualified Employment for a period of twenty-four (24) months after such employment begins. Should Awardee fail to obtain full-time Qualified Employment within such 180-day period and/or fail to maintain full-time Qualified Employment for a period of twenty-four (24) months after such employment begins, either due to the absence of open positions or otherwise due to circumstances outside of the control of Awardee and through no fault of Awardee, then BWell may, in its sole discretion, agree in writing to postpone, alter, partially or fully waive such employment requirement. Such employment requirement shall be waived in the event of the death or permanent disability of the Awardee during such time period.
7. **Internships.** While BWell generally offers clinical internship and traineeship opportunities, Awardee acknowledges and agrees there is no guarantee that a placement will be provided

within BWell's programs or clinics and that arranging internships or traineeships is the responsibility of the Awardee.

8. **Payment Procedures.** Eligible Costs reimbursement payments shall be made by BWell directly to the Awardee once Awardee has complied with the procedures set forth below and with the other provisions of this Agreement, and BWell has confirmed that Awardee is entitled to reimbursement under the terms of this Agreement. No payment shall be due in the event Awardee has not complied with the procedures set forth herein and with the other provisions of this Agreement. Awardee agrees to comply with the following fund disbursement procedures for the reimbursement of Eligible Costs by providing BWell with:

- a. Proof of enrollment in an MSW program at an Eligible Institution.
- b. An invoice or other proof of billing from the Eligible Institution for tuition and fees.
- c. A transcript demonstrating all courses in which Awardee was enrolled at the Eligible institution relating to the MSW program, and the grade obtained in each such course.
- d. A payment request form to be provided by BWell ("**Payment Request Form**") in which the Awardee requests the amount of Eligible Costs to be reimbursed and selects whether payment is to be made in accordance with the provisions of Section 9(a)i. of this Agreement (a lump sum payment) or in accordance with the provisions of Section 9(a)ii. of this Agreement (recurring payments).

9. **Payment Schedule.**

- a. Scholarship payment for Eligible Costs incurred by Awardee shall be made in one of the following two ways for each payment due to Awardee based on the option selected by Awardee in the corresponding Payment Request Form, which is submitted to BWell:
  - i. Lump Sum Payment – If the lump sum payment option is selected in the Payment Request Form, then Scholarship payment for Eligible Costs incurred by Awardee which are referenced within the Payment Request Form and are due under the terms of this Agreement (up to a maximum reimbursement of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000) for Eligible Costs in the aggregate) shall be made within ninety (90) days after BWell's receipt of the Payment Request Form and all supporting documentation from Awardee. Payment will be disbursed through the normal payroll process if Awardee is an employee of BWell at the time.
  - ii. Recurring Payments - If the recurring payments option is selected in the Payment Request Form, then Scholarship payment for Eligible Costs incurred by Awardee which are referenced within the Payment Request Form and are due under the terms of this Agreement (up to a maximum

reimbursement of \_\_\_\_\_ Thousand Dollars (\$ \_\_,000) for Eligible Costs in the aggregate) shall be made on a recurring calendar year basis in an amount not to exceed the maximum amount allowed under an Internal Revenue Code Section 127 Qualified Educational Assistance Plan (which in 2024 is Five Thousand Two Hundred Fifty Dollars [\$5,250] per calendar year) for the calendar year in which the Payment Request Form is submitted, less any other educational reimbursements made to Awardee by the County of Santa Barbara during such calendar year. The initial payment shall be made within ninety (90) days after BWell's receipt of the Payment Request Form and all supporting documentation from Awardee. Thereafter, payment will be made annually in January of each year until full payment of any amounts due are paid. Payment will be disbursed through the employee reimbursement process if Awardee is an employee of BWell at the time. Payments will only be made directly to the Awardee and not to an institution or any person or entity other than the Awardee. BWell shall be entitled to withhold from any payment any amounts required to be withheld by applicable law. It is the responsibility of the Awardee to understand the tax implications of each payment distribution option, and if necessary, to consult with a tax professional. Awardee is responsible for any tax obligations (if any) arising from the funds dispersed by BWell pursuant to this Agreement including, but not limited to, any amount received under an educational assistance program that is not a "qualified program" under Internal Revenue Code section 127 and 26 Code of Federal Regulations section 1.127-2. Awardee acknowledges that the County has not applied to the Internal Revenue Service for a determination that the plan is a qualified program.

- b. Nothing herein, nor in any Payment Request Form, or other oral or written materials supplied by BWell, shall constitute legal, tax, or other professional advice. Awardee should consult with his/her/their professional advisors prior to selecting a payment option.

10. **Information and Documentation Requests.** At any time herein, Awardee shall, within seven (7) days of receipt of a written request from BWell (or such other deadline as may be established by BWell), supply to BWell any information or documentation required by BWell in order for BWell to administer this Agreement or otherwise confirm Awardee's compliance with this Agreement. At all times Awardee shall keep BWell advised of Awardee's contact information and employment status, and advise BWell of any changes in writing within twenty (20) days of any such change. Documents received from the awardees regarding educational transcripts and financial information will be stored in a confidential manner within Human Resources for 7 years. Any audit requirements of MHSA will use only non-identifying information about awardees and will maintain privacy of the recipients. Information for audits may include general number of awardees, award amounts, payments made to recipients, and will not contain any identifying information about the awardee other than an assigned applicant number during the application process.

11. **Request for Waiver.** In the event circumstances beyond the control of Awardee make it

impossible for Awardee to comply with certain terms of this Agreement, Awardee may request a modification, postponement, waiver, or other requested relief with respect to the applicable requirements of this Agreement. Any such request by Awardee must be in writing. BWell shall consider such request and may, in its sole discretion, agree or not agree to such request, or to otherwise modify, postpone, partially or fully waive, or otherwise alter the requirements of this Agreement specifically as to Awardee's circumstances. BWell's response to any such request shall be made in writing.

12. **Term**. The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall expire, unless otherwise directed by County or unless terminated earlier pursuant to the terms of this Agreement, twenty-four (24) months after Awardee begins Qualified Employment as provided in Section 6 herein.
13. **Termination**. In the event Awardee is in breach of this Agreement, BWell may terminate this Agreement after giving the Awardee ten (10) days' advance written notice of its intention to so terminate.
14. **Notice**. The Employer shall provide each Eligible Employee with reasonable notice of the availability and terms of this Plan. An Eligible Employee shall receive a paper copy of this Plan upon written request.
15. **Return of Scholarship Payments**. In the event this Agreement is terminated by BWell as provided herein, or if Awardee fails to comply with all of the terms of this Agreement and no modification, postponement, waiver, or other requested relief is granted by BWell as provided in Sections 5.a, 6, or 11 herein, then BWell may, in its sole discretion, refuse to make any further Scholarship payments otherwise due under this Agreement and, in its sole discretion, may require Awardee to refund to BWell all Scholarship amounts previously paid by BWell under this Agreement. In that event, the Awardee must enter into a refund payment plan (the length of which shall be negotiated by the parties but shall not exceed 12 months) within thirty (30) days after Awardee's receipt of written notification from BWell of Awardee's breach of the Participation Agreement or failure to comply with the terms of the Participation Agreement, and BWell's request for reimbursement. In such instance, if Awardee fails to enter into such a refund payment plan or fails to comply with the terms of such refund payment plan, and if litigation becomes necessary to compel the return of such funds to BWell, then BWell shall be entitled to recover all of its fees, costs and expenses incurred in such litigation, including without limitation, the recovery of reasonable attorney's fees. If the post-degree work obligation has been partially completed prior to the breach of this Agreement, then the amount required to be returned to BWell will be pro-rated based on the percentage of the 24 month work obligation that has been completed prior to the breach.
16. **Assignment**. Awardee shall not assign, delegate, or otherwise transfer, by operation of law or otherwise, this Agreement or any of Awardee's rights or obligations under this Agreement. Any attempt to so assign, delegate or transfer shall be void and without legal effect, and shall constitute grounds for termination of this Agreement by BWell.
17. **Entire Agreement**. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous

understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 Agreement may be altered, amended or modified only by an instrument in writing (duly signed by both parties) and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

18. **Waiver**. No delay or omission of BWell to exercise any right or power arising upon the occurrence of any breach of this Agreement shall impair any such right or power, or shall be construed to be a waiver of any such breach, or an acquiescence therein; and every power and remedy given by this Agreement to BWell may be exercised from time to time and as often as may be deemed expedient in the sole discretion of BWell.
19. **California Law**. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. Any litigation regarding this Agreement 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.
20. **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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. **Remedies Not Exclusive**. No remedy herein conferred upon or reserved to BWell 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.
22. **Survival**. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
23. **Execution of Counterparts**. This Agreement may be executed in one or more counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email transmission will be as effective as delivery of an originally executed counterpart of this Agreement.

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SIGNATURE PAGE FOLLOWS



SANTA BARBARA COUNTY WELLNESS DEPARTMENT  
STAFF MSW SCHOLARSHIP PROGRAM  
EDUCATIONAL ASSISTANCE PROGRAM  
PARTICIPATION AGREEMENT

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the Effective Date as specified in the Agreement.

**BEHAVIORAL WELLNESS DEPARTMENT  
COUNTY OF SANTA BARBARA**

ANTONETTE NAVARRO, LMFT,  
DIRECTOR

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

**AWARDEE**

**INSERT AWARDEE NAME**

By: \_\_\_\_\_  
**Insert Awardee Name**

Date: \_\_\_\_\_