

**AGREEMENT
BETWEEN
TRANSITION – MENTAL HEALTH ASSOCIATION AND
SANTA BARBARA COUNTY WORKFORCE DEVELOPMENT BOARD**

This Agreement is made and entered into, effective the 18th day of August 2020 by the Santa Barbara County Workforce Development Board hereinafter called “SBWDB,” on behalf of the County of Santa Barbara and the Transitions-Mental Health Association, hereinafter called “TMHA.”

WHEREAS, the California Legislature approved Assembly Bill (AB) 1111, Removing Barriers to Employment Act (Chapter 824, Statutes 2017), which established the Breaking Barriers to Employment Initiative, and Senate Bill (SB) 856 (Budget and Fiscal Review, Chapter 30, Statutes 2018), which appropriated \$15,000,000 in state general funds to implement the Removing Barriers to Employment Act;

WHEREAS, the California Workforce Development Board (CWDB) released Request for Applications for the AB 1111: Breaking Barriers to Employment Initiative Grant Programs (AB 1111 Grant); encouraging collaborative partnerships between mission-driven community based organizations and local workforce development boards to strengthen the America’s Job Center of California system;

WHEREAS, TMHA collaborated with SBWDB and San Luis Obispo Workforce Development Board (SLOWDB) to apply for and was awarded AB 1111 Grant funds in the amount of \$468,616 for TMHA’s Growing Grounds Project to provide paid employment and vocational training services to adults living with mental illness;

WHEREAS, TMHA will serve as the pass-through and designated agency by the CWDB responsible for managing the grant funds; and

WHEREAS, the SBWDB and TMHA desire to set forth herein the terms and conditions under which services will be provided and reimbursements for the costs thereof shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the responsibilities designated in this Agreement as they relate to activities and administration of the AB 1111 Grant from the CWDB. This Agreement is intended to provide the framework for reimbursing SBWDB for the costs of activities. TMHA is designated by the CWDB as the grantee and Fiscal Agent with the authority and obligation to administer the AB 1111 Grant.

2. TERM

This Agreement commences on August 18, 2020 and terminates on April 30, 2022, unless sooner terminated as provided herein.

3. OPERATIONAL AND FISCAL PROVISIONS

As the Fiscal Agent for coordination and activities, TMHA has been awarded AB 1111 grant funding.

A. TMHA shall:

1. Reimburse SBWDB for all activities and services required herein as prescribed in Exhibits A and B in the maximum amount of \$117,000.
2. Track grant expenditures, prepare and submit reports to the CWDB, and monitor grant activities to ensure compliance with grant terms and conditions.

B. SBWDB shall:

1. Provide services as specified in Exhibit A, in accordance with the budget summary specified in Exhibit B.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, regarding the subject matter of this Agreement. Any changes or modifications shall be accomplished only by a written amendment to the Agreement, executed by the duly authorized representatives of all parties.

5. NOTICES

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

SBWDB

Raymond L. McDonald, Executive Director
234 Camino del Remedio
Santa Barbara, CA 93110
Email: R.McDonald@sbcsocialserv.org
(805) 681-4652

TMHA

Jill Bolster-White, Executive Director
PO Box 15408
San Luis Obispo, CA 93406
Email: jlb@t-mha.org
(805) 540-6505

6. INDEMNIFICATION AND INSURANCE

A. **Indemnification**

SBWDB shall indemnify, defend, and hold harmless TMHA, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SBWDB and/or their agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by TMHA. It is the intent of the parties to this Agreement to provide the broadest possible coverage for TMHA. SBWDB shall reimburse TMHA for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in

which SBWDB is obligated to indemnify, defend and hold harmless TMHA under this Agreement.

TMHA shall indemnify, defend, and hold harmless SBWDB, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in conjunction with, performance of this Agreement by TMHA and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by SBWDB. It is the intent of the parties to this Agreement to provide the broadest possible coverage for SBWDB. TMHA shall reimburse SBWDB for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which TMHA is obligated to indemnify, defend and hold harmless SBWDB under this Agreement.

The indemnification obligations established by this Agreement shall survive the termination of this Agreement. These indemnification obligations extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

B. Insurance

Evidence of Coverage: Prior to commencement of this Agreement, each party to this Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. SBWDB shall send, without demand by the other parties to this Agreement, annual certificates as directed above. If the certificate is not received by the expiration date, the other parties to this agreement shall notify which has a lapse in verification. That entity shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by any of the parties to maintain such insurance is a default of this Agreement, which entitles each of the remaining parties to this Agreement, at their sole discretion, to terminate this Agreement immediately.

7. CONSTRUCTION, SEVERABILITY, AND INTERPRETATION OF AGREEMENT

Each party agrees that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control. If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Santa Barbara County.

8. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

9. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

- A. Exhibit A – Statement of Work
- B. Exhibit B – Budget Summary

PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS AGREEMENT.

Jill Bolster-White, Executive Director
Transitions – Mental Health Association

Date

Daniel Nielson, Director
Santa Barbara County Department of Social Services

Date

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A STATEMENT OF WORK

This Statement of Work (SOW) is made by and between TMHA and SBWDB to provide the services specified herein.

I. Background – Assembly Bill (AB) 111 Breaking Barriers to Employment Initiative

In October 2017, the California Legislature approved AB 1111, Removing Barriers to Employment Act, which established the Breaking Barriers to Employment grants. The Breaking Barriers to Employment Grants are intended to supplement existing workforce and education programs by providing services to ensure the success of individuals in workforce and education programs. This initiative provides individuals with employment services, workforce preparation, education and training services.

To review the full text, AB 1111 can be accessed using the following link:

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB111

TMHA collaborated with SBWDB to apply for and was awarded the AB 1111: Breaking Barriers to Employment Initiative Grant. TMHA's project is titled the Growing Grounds Enterprises project and provides paid employment and vocational training services to adults living with mental illness. The SBWDB will support TMHA by providing CalJOBS data management (through a subcontract with Goodwill of Ventura and Santa Barbara Counties (Goodwill)), quarterly reports, technical assistance and consultation. TMHA will service as the pass-through and designated agency by CWDB responsible for managing the grant funds.

II. Targeted Populations

- A. To be eligible to receive AB 1111 services, an individual must have a barrier to employment. This program will serve adults living with mental illness.
- B. He/she is a Santa Barbara or San Luis Obispo county resident, and:
 - 1. Age 18 or older;
 - 2. Meet selective service registration requirements if applicable. Selective service registration is required for men ages 18 to 25 who are United States citizens or are immigrants living in the United States;
 - 3. Provide proof of right to work in the United States; and

4. Demonstrate need for service beyond Basic Career Service to achieve employment. Basic Career Services are defined as a self-service and/or informational service such as program orientations and program referrals.
- C. Priority of Service Groups. Priority as to individual receiving services shall be as follows:
1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are Basic Skills Deficient. Basic Skills Deficient is defined as an individual that has English reading, writing, or computing skills at or below an 8th grade level.
 - a. Military Veteran is defined as a person who served in the active military, naval, or air services and who was discharged or released under conditions other than dishonorable.
 - b. Eligible spouse is defined as the husband, wife, or registered domestic partners of a military veteran.
 2. Individuals who are the recipient of public assistance, other low-income individuals, or individuals who are Basic Skills Deficient.
 3. Veterans and eligible spouses who are not included in groups II.B.1 or II.B.2.

III. Duties and Responsibilities

- A. SBWDB shall:
1. Provide CalJOBS quarterly program reports and analysis on the number of participants enrolled and activities completed (by program participants).
 - a. Participants shall be defined as:
 - i. Individuals living with mental illness referred by Department of Rehabilitation to TMHA, or other individuals - determined eligible by TMHA, as listed in Section II, or by the San Luis Obispo County Department of Behavioral Health and/or by Santa Barbara County Department of Behavioral Wellness, and/or by SBWDB agencies of the aforementioned departments, and
 - ii. Enrolled into CalJOBS by Goodwill.
 2. Provide technical assistance and consultation regarding CalJOBS, WIOA, or any State Directive or Information Notice pertaining to AB 1111; and
 3. Provide CalJOBS case management support to TMHA through a TMHA/SBWDB – AB 1111 Agreement

subcontract with Goodwill to include the following;

- a. CalJOBS case management data entry for Participants deemed eligible by TMHA. Services Include:
 - i. Creating WIOA CalJOBS applications,
 - ii. Completing Individual Employment Plan.
 - iii. Entering program activities and case notes.
 - iv. Provide data entry during follow-up period, 12 months after exit for participants.
4. Coordinate with Goodwill in relation to the services to be provided under this Agreement.
5. Be responsible for recording data in CalJOBS and AB 1111 databases.

B. TMHA Shall:

1. Be responsible for working with AB 1111 partners (including Department of Rehabilitation and County mental health departments and contractors of those departments) in order to identify and determine eligibility for 117 program participants.
2. Be responsible for the overall implementation and service delivery of the project, including communicating with Goodwill case management services on day-to-day activities and follow-up services for participants enrolled in the project. Case management services provided by TMHA exclude those case management services provided by A.3.
3. Be responsible for the overall administration of the grant, as the grantee and designated agency, by CWDB, responsible for managing the grant funds.
4. Be responsible for all goals, objectives, and outputs as required and proposed on the AB 1111 application.
5. Adhere to all federal, state, or County statutes, regulations, executive orders, directives, ordinances already issued or issued after the execution of the Agreement.

IV. Reporting Requirements:

A. SBWDB shall:

1. Utilize program reporting tool, CalJOBS, and ensure timely data entry by Goodwill in the appropriate database(s).
2. Provide quarterly reports to TMHA.

B. TMHA shall:

1. As the grantee to the State, be responsible for the submission of any reports required by the State or any other agency.

V. General Contract Provisions

A. SBWDB shall:

1. Provide reports in a form and manner as mutually agreed upon as determined reasonably necessary by the SBWDB to TMHA.

B. TMHA shall:

1. In connection with the end of the Agreement, TMHA shall perform both a programmatic and a fiscal closeout to determine SBWDB's full compliance with the provisions of the Agreement.

**EXHIBIT B
BUDGET SUMMARY**

- A. This is a cost reimbursement agreement between TMHA and SBWDB.
- B. For services to be rendered under this Agreement, SBWDB shall be paid a total contract amount, not to exceed \$ **117,000**.
 - 1. TMHA shall hold all AB 1111: Breaking Barriers to Employment Initiative Grant Funds and disburse the funds as appropriate to reimburse SBWDB.
- C. Payment for services and/or reimbursement of costs shall be based upon the SBWDB's labor-related expenditures, overhead charges/indirect costs, timesheets, and hourly rates for personnel, and monthly Subcontractor's cost as defined in **item E** (Project Budget). Invoices submitted for payment that are based upon **Project Budget** must contain sufficient detail to enable an audit of the charges.
- D. By the 15th of each month, SBWDB shall submit to TMHA an invoice for the service performed over the period specified. TMHA shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Project Budget** shall initiate payment processing. TMHA shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from SBWDB. All corrections shall be made no later than 60 days upon the initial receipt of invoice. TMHA shall initiate payment process with adjustments if corrections are not received during this period of time.
- E. Project Budget

Project Budget	
WDB Operating Cost	\$64,881
Subcontractor Cost	\$52,119
Total	\$117,000

- 1. Operating Costs:
 - a. **SBWDB WAGES AND FRINGES AND INDIRECT COST** – Includes wages, fringes, and indirect cost charges of staff providing direct program support. Fringes include but not limited to: Federal Insurance Contributions (FICA, FICA/Medicare), federal and state unemployment, health insurance contributions (medical/dental/life insurance), employee health clinics, workers' compensation, and retirement contributions for WDB Staff.
 - b. **Subcontractor Cost - GOODWILL PERSONNEL WAGES AND FRINGES** - Includes wages and benefits of staff providing the services performed by Goodwill in relation to this Agreement. Fringes include: FICA, federal and state unemployment, medical (medical/dental/life insurance), workers' compensation, and pension for Goodwill Staff.