

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Orange County Health Care Agency Behavioral Health Services (“Participant”) desires to participate in the Program identified below.

Name of Program: **OSHPD WET GRANT – SOUTHERN COUNTIES REGIONAL PARTNERSHIP LOCAL MATCH FUNDS**

2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description and Funding
- Exhibit B General Terms and Conditions
- Exhibit C WET SCRP FY 14-26 MOU

3. The maximum amount payable under this Agreement is \$904,713.00.
4. The term of the Program is effective the date executed by the Parties through July 31, 2024 unless earlier terminated pursuant to this Participation Agreement.
5. Authorized Signatures:

SIGNATURE PAGE

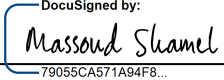
PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS PARTICPATION AGREEMENT TO BE EFFECTIVE UPON EXECUTION BY THE PARTIES THROUGH JULY 31, 2024.

Participant:

Signed: _____ Name (Printed): _____

Title: Board of Supervisors/ CAO Date: _____

Signed:  _____ Name (Printed): Massoud Shame1

Title: County Counsel Date: 5/5/2021

Signed: _____ Name (Printed): _____

Title: Deputy Agency Director Date: _____

California Mental Health Services Authority:

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Agreement No. 742-WET-2021-OC
OSHPD WET GRANT MATCH LOCAL FUNDS– SOUTHERN COUNTIES REGION

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program:** OSHPD WET GRANT – SOUTHERN COUNTIES REGIONAL PARTNERSHIP LOCAL MATCH FUNDS.
- II. Term of Program:** Begins effective the date executed by the Parties and terminates on July 31, 2024, unless earlier terminated pursuant to this Participation Agreement.

III. Program Objective and Overview:

In May 2020, the Southern Counties Regional Partnership (SCRP) members approved for Santa Barbara County Department of Behavioral Wellness (BWell), as SCRP Fiscal and Administrative agent, to submit an Office of Statewide Health Planning and Development (OSHPD) Workforce Education and Training (WET) Regional Partnerships (RP) Grant application on behalf of the SCRP for a 6-year grant to fund programs that oversee training and support of the Public Mental Health System (PMHS) workforce.

BWell was awarded the OSHPD WET SCR Agreement No. 20-10018 (Agreement) for the period of February 15, 2021 through June 30, 2026, in the amount of \$15,340,829, consisting of \$11,534,457 in grant funds and per the 2019 State Budget Bill, requiring local matching funds by RP members in the amount of \$3,806,372 to support WET Plan programs.

In January 2021, SCRP entered into a WET SCR MOU First Amendment to reaffirm the collaborative relationship between all of the Southern Counties to conduct activities outlined in the OSHPD Regional Partnership for the period of December 2, 2014 through June 30, 2026. It confirms that by July 31, 2024, the SCR members shall contribute their predetermined share of local matching funds in the OSHPD Agreement No. 20-10018 calculation, used for allocation of funding.

The OSHPD Agreement requires documentation from a fiscal intermediary to certify the collection of local funds on behalf of the Grantee in the southern region. CalMHSA, as a joint power of authority, acts as an administrative agent for county behavioral health departments, including Orange County, to represent county state mental health programs, and has the authority to act as the fiscal intermediary in accordance with the Agreement.

Therefore, in March 2021, CalMHSA and BWell entered into a Memorandum of Understanding (MOU) No. 639-WET 2020-SR for CalMHSA to be the fiscal intermediary to execute Participation Agreements for the OSHPD WET SCR local matching funds, collect the funds, provide certification, and remit the matching funds to BWell to implement Workforce Education and Training (WET) activities from February 15, 2021 through June 30, 2026.

- IV. Funding:** Participant will provide their one-time predetermined payment of local matching funds no later than July 31, 2024 in the amount of \$904,713.00, in accordance with Exhibit C - WET SCR FY 14-26.

Agreement No. 742-WET-2021-OC
OSHPD WET GRANT MATCH LOCAL FUNDS– SOUTHERN COUNTIES REGION

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Participant – Any County participating in the Program either as a Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal agent for the collection of the matching funds.
 - 2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
 - 3. Management of funds received consistent with the requirements of any applicable laws, regulations, guidelines, and/or contractual obligations.
 - 4. Confirm matching funds and provide BWell and OSHPD with copies of all PAs, invoices, and required financial statements.
 - 5. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 6. Distribute matching funds to the Southern Counties Regional representative (Santa Barbara County Department of Behavioral Wellness) per its direction.
 - 7. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
 - 8. Provide a signed certification confirming that the 33 percent matching funds have been deposited in the Grantee's bank account that is authorized for Regional Partnership activities.

Agreement No. 742-WET-2021-OC
OSHPD WET GRANT MATCH LOCAL FUNDS– SOUTHERN COUNTIES REGION

Responsibilities of Participant:

1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program date executed by the Parties through July 31, 2024 unless earlier terminated pursuant to this Participation Agreement.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them within thirty (30) business days of the cancellation, termination, or other conclusion of this Program.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – County shall submit payment in full within 30 days of receipt of an invoice from CalMHSA.

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OSHPD WET GRANT MATCH LOCAL FUNDS– SOUTHERN COUNTIES REGION

- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants.
- B. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Designated Representative

Director of Behavioral Health, at phone number 714-834-7024 is the representative of County and will administer this Agreement for and on behalf of County. CalMHSA, Executive Director, 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.

VIII. Notices

Any notice or consent required or permitted to be given under this Agreement 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 Orange
 Orange County Health Care Agency Behavioral Health Services
 405 West 5th Street, Suite 726, 7th Floor
 Santa Ana, CA 92701
 Phone: 714-834-7024
 Fax: 715-834-5506

To Cal MHSA: Amie Miller, Executive Director
 California Mental Health Services Authority
 P.O. Box Rancho 278
 Rancho Cordova, CA 95741
 Telephone: 916-859-4818
 Fax: 916-859-4805

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 shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section

Agreement No. 742-WET-2021-OC
OSHPD WET GRANT MATCH LOCAL FUNDS– SOUTHERN COUNTIES REGION

shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

IX. Non-Assignment.

Neither Party shall assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement 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.

X. 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.

XI. Entire Agreement and Amendment.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement 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 Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Cal MHSA's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Orange must approve all other amendments and modifications.

XII. Execution of Counterparts.

This Agreement 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.



Date: 4/12/2021
 Fund: 048
 Dept # / Name: 043
 Ship To Cust#: 043-00-00-0000-0
 Bill To Cust#: 043-02-01-2110-0
 Requested By: Denise Morales
 Phone: 805-681-5168
 REQ NO: CNTR0010286

| COMMODITY | Item | Description | Qty | Unit | Unit Price | Extension |
|-----------|---|--|-----|------|------------|-----------|
| | 281 | CalMHSA to provide independent contractor services for the provision of fiscal intermediary services of OSHPD Grant SCRIP local matching funds as described in attached MOU. | 1 | Lot | 11,948.24 | |
| | Contract Term: 4-6-2021 through 7-31-2024 | | | | | |
| | Insurance attached | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| SUPPLIER | Suggested Supplier (name, address, phone, fax, contact) / Comments / Special Instructions | Regulatory Compliance Statement |
|----------|--|---|
| | CalMHSA Atten: Laura Li PO Box 22967 Sacramento, CA 95822 1(888) 210-2515 info@calmhsa.org Purchasing Supplier No. | Circle/Check one <u>Justification:</u> <input type="checkbox"/> Oral Quote <input checked="" type="checkbox"/> Written Quote <input type="checkbox"/> Price List <input type="checkbox"/> Web Search <u>Debarred Vendor:</u> <input checked="" type="checkbox"/> No <u>Sole-Source:</u> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>Procedure:</u> <input checked="" type="checkbox"/> County <input type="checkbox"/> Federal <u>Insurance Current:</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A:: |

| FIN DATA | Fund. | Dept No | Acct No. | Amount | Program | OrgUnit | Project |
|----------|-------|---------|----------|-----------|---------|---------|---------|
| | 0048 | 043 | 7460 | 11,948.24 | 2990 | | |
| | | | | | | | |
| | | | | | | | |

I hereby certify there are sufficient funds in the budget indicated for payment of the above.
Is this purchase being made with Federal Funds?
Circle/Check one: Yes No
 Christopher D. Shurland
Digitally signed by Christopher D. Shurland
 Date: 2021.04.12 15:21:44
 D. Shurland
 Authorized Signature

| PURCHASING ONLY | CommCode: | Order No: | Date | Time | Activity |
|-----------------|---|-----------|------|------|----------|
| | Bid No: | Out: | Due: | | |
| | FOB: <input type="checkbox"/> Dest <input type="checkbox"/> Dest Prepay & Add <input type="checkbox"/> Dest Freight Collect <input type="checkbox"/> Origin <input type="checkbox"/> Origin Prepay & Add <input type="checkbox"/> Origin Freight Collect | | | | |
| | Price Source: | | | | |
| | Terms: | DelvDate: | | | |
| | FA Tags: Count: issued # thru # | | | | |
| | Completed: Buyer Initials: Date: | | | | |



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

April 6, 2021

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

BEHAVIORAL WELLNESS

File Reference No. 21-00260

RE: Consider recommendations regarding the California Mental Health Services Authority (CalMHSA) Memorandum of Understanding for Fiscal Intermediary Services for the Office of Statewide Health and Planning Development (OSHPD) Grant Local Matching Funds for Fiscal Year (FY) 2020-2024 and Participation Agreement for Payment of OSHPD Local Matching Funds for FY 2020-2024, as follows:

a) Approve and authorize the Chair to execute the CalMHSA Memorandum of Understanding Fiscal Intermediary Services for OSHPD Grant Local Matching Funds No. 639-WET-2020-SR to serve as the fiscal intermediary to certify the collection of local match funds from all counties of the Southern Counties Regional Partnership, in accordance with the OSHPD Agreement No. 20-10018; execute Participation Agreements for each contributing county for the collection of funds; and track, report and remit funds to the County, in the amount of \$3,806,372.00, to implement Workforce Education and Training (WET) activities, for a one-time administrative fee not to exceed \$11,948.24.00, the term of which is upon execution through July 31, 2024;

b) Approve and authorize the Chair to execute the CalMHSA Participation Agreement No. 647-WET 2020-SB for the County to submit a one-time payment, as required in OSHPD Grant Agreement No. 20-10018, of local match funds in the amount of \$130,338.00, the term of which is upon execution through July 31, 2024; and

c) Determine that the above actions are government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

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

a) and b) Approved and authorized; Chair to execute; and

c) Approved.

The motion carried by the following vote:

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS
AND
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
FOR
FISCAL INTERMEDIARY SERVICES
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AGREEMENT No. 20-10018
SOUTHERN COUNTIES REGIONAL PARTNERSHIP LOCAL MATCHING FUNDS

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 in its efforts to meet mental health workforce shortage needs;

WHEREAS, County of Santa Barbara Department of Behavioral Wellness (BWell), from December 2, 2014 through June 30, 2026, 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 Workforce Education and Training ("WET") Regional Partnerships (RP) with a requirement that Regional Partnerships provide a 33 percent match;

WHEREAS, on May 13, 2020, the SCRП 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 Public Mental Health System (PMHS) workforce;

WHEREAS, BWell, as SCRП grantee, was awarded the OSHPD WET SCRП 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 SCRП members in the amount of \$3,806,372;

WHEREAS, the OSHPD WET SCRП Agreement No. 20-10018 requires documentation from a fiscal intermediary certifying the collection of local funds on behalf of the Grantee in the southern region; and

NOW, THEREFORE, this Memorandum of Understanding (MOU), effective the date of execution by County of Santa Barbara Department of Behavioral Wellness and the California Mental Health Services Authority ("CalMHSA"), a joint powers authority formed by counties pursuant to Government Code section 6500 et seq. (individually, a "Party"; collectively, the "Parties"), to provide documentation as the fiscal intermediary to certify and collect the local funds, in accordance with the OSHPD WET SCRП Agreement No. 20-10018 as follows:

A. PURPOSE AND SCOPE OF AGREEMENT

For CalMHSA to provide documentation as the fiscal intermediary to certify the collection of the 33 percent of the matching local funds on behalf of the SCRCP Grantee, BWell. The signed certification must confirm that the 33 percent matching funds, as calculated below from local jurisdictions, have been deposited in the Grantee's bank account authorized for RP activities.

B. CalMHSA's Role - To include but not limited to the following:

1. Act as the Fiscal Intermediary to fulfill the OSHPD Agreement No. 20-10018 to certify the collection of local matching funds on behalf of the Grantee, BWell.
2. Draft, negotiate, and execute Participation agreements (PA) for each contributing county to include but not be limited to one-time payment to be paid in full by July 31, 2024.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines, and/or contractual obligations.
4. Develop and submit to counties invoices to collect match dollars, in the amounts outlined in Table A, in accordance with the WET SCRCP FY 14-2026 MOU Amendment 1 – Attachment 2.
5. Confirm matching funds, and provide BWell and OSPHD with copies of all PAs, invoices, and required financial statements.
6. Provide annual reporting by August 15 to confirm payments of the annual match for each County.
7. Provide regular fiscal reporting to the appropriate state and/or local agencies.
8. Distribute matching funds to BWell, per their direction.
9. Provide a signed certification to BWell by August 1, 2024 confirming that the 33 percent matching funds has been deposited in the Grantee's bank account authorized for RP activities.

| TABLE A | |
|-----------------|--|
| County | SCRP Total Local Matching Funds |
| Imperial | \$54,173 |
| Kern | \$241,053 |
| Orange | \$904,713 |
| Riverside | \$603,269 |
| San Bernardino | \$589,360 |
| San Diego | \$919,431 |
| San Luis Obispo | \$74,102 |
| Santa Barbara | \$130,338 |
| Tri-City | \$62,076 |
| Ventura | \$227,857 |
| TOTAL: | \$3,806,372 |

C. BWell’s Role - Administration of Grant

BWell will administer all OSHPD grant funds and local match funds for the Southern Counties Regional Partnership, which includes, but is not limited to the following:

1. Execute a contract for administration of the Grant with OSHPD.
 - a. Administer all components as the fiscal and administrative agent for the SCRCP outlined in the OSHPD Agreement No. 20-10018.
 - b. Submit all required documentation and reports during the duration of the program to OSHPD.
2. Pay CalMHSA for providing fiscal intermediary services for this grant pursuant to this MOU.

D. BUDGET

1. CalMHSA will receive \$11,948.24 to serve as the fiscal intermediary for the matching funds for this grant upon receipt of signed certification to BWell confirming that the 33 percent matching funds has been deposited in the Grantee’s bank account authorized for RP activities.

The fee will be paid by the County out of Grant Administrative Funds as specified in the OSHPD WET SCRCP Agreement No. 20-10018.

E. TERM/TERMINATION

1. The term of this MOU is upon execution by the Parties through July 31, 2024, unless terminated by either Party in accordance with Section E.2.
2. Either Party may terminate this MOU by giving at least 90 calendar days’ notice to the other Party; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Parties execute a new memorandum of understanding.
3. Either Party may request to extend this MOU by written notice. Such extension will not be effective unless and until all Parties execute an amendment to this MOU.

F. DISPUTE RESOLUTION

If, after thirty (30) calendar days of negotiations, CalMHSA and BWell, as acting Fiscal Agent for SCRCP, cannot resolve a dispute regarding the interpretation or performance of this MOU, either Party may request a meeting between CalMHSA Executive Director and BWell 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 dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by the Administrative Director of the Judicial Council and the California State Association of Counties. 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.

G. 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

Agreement No. 639-WET-2020-SR
OSHPD WET Grant – Southern Counties Region

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.

H. GENERAL PROVISIONS

1. Designated Representative. Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Amie Miller, at phone number 916-859-4818 is the authorized representative for Contractor. 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 Agreement 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 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. 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.

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OSHPD WET Grant – Southern Counties Region

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. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
10. Binding MOU. Each Party agrees that the terms of this MOU are valid, legally binding on, and enforceable against the other Party.

SIGNATURE PAGE

AGREEMENT 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: *Bob Nelson* Name: Bob Nelson

Title: Chair, Board of Supervisors Date: 4/6/2021

Signed: *Alice Gleghorn* Name: Alice Gleghorn

Title: Director, Behavioral Wellness Date: 3/11/2021

ATTEST: COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Signed: *Sheila de la Guerra* Name: Sheila de la Guerra

Title: Deputy Clerk Date: 4-6-2021

APPROVE AS TO FORM: COUNTY COUNSEL

Signed: *Bo Bae* Name: Bo Bae

Title: Deputy County Counsel Date: 3/11/2021

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER

Signed: *Auditor* Name: Auditor

Title: Deputy Date: 3/11/2021

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT

Signed: *Ray Aromatorio* Name: Ray Aromatorio

Title: Risk Manager Date: 3/11/2021

CONTRACTOR: California Mental Health Services Authority

CALMHSA

Signed: DocuSigned by:
Amie Miller
51893FC8972F49C... Name: Dr. Amie Miller

Title: Executive Director Date: 3/11/2021

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

Phone: (888) 210-2515 Email: amie.miller@calmhsa.org