

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**  
**“CalMHSA”**  
**MEMORANDUM OF UNDERSTANDING**  
**OSHPD WET GRANT**

This Memorandum of Understanding (“MOU”) is made this 16th day of November, 2021 (“Effective Date”) between the County of Fresno (“County”), in its capacity as Lead County for the Central Region counties (“The Region”), 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”).

The parties agree as follows:

**A. PURPOSE AND SCOPE OF AGREEMENT**

The 2020-2025 Workforce Education and Training (“WET”) program aims to address the shortage of mental health practitioners in the public mental health systems (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipend, and Retention Activities.

As outlined in the Office of Statewide Health Planning and Development (OSHPD) 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories. The Central Region - consisting of Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba, Tulare, Tuolumne, and Yolo counties - selected their local priorities. On behalf of the Region, County submitted a grant funding application to OSHPD, which described the Region’s local priorities and the funding sought to implement those priorities, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

As a result of the grant application submitted to OSHPD by County, on behalf of the Region, OSHPD awarded a Regional Partnership Agreement (Agreement No. 20-10015) to County, on behalf of the Region. Agreement No. 20-10015 (hereinafter referred to as the “Agreement”) provides a grant award amount of \$6,615,967.75, conditioned on a 33% local match of \$2,183,269.36. A copy of the Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

The County, on behalf of the Region, contracts with CalMHSA to provide services to County as a third-party administrator of the Agreement to serve as the third-party fiduciary agent and program support for the Agreement deliverables.

**B. CalMHSA Responsibilities:**

CalMHSA will act as the Fiscal Administrator and administer the Grant, pursuant to the terms of Exhibit B. CalMHSA shall:

1. Manage the funds received pursuant to this MOU consistent with the requirements of all applicable laws, regulations, guidelines and/or contractual obligations, including Exhibit B.
2. Draft, negotiate and execute Participation agreements (PA) for each contributing county, in a form that is acceptable to County.
3. Develop and submit to counties, invoices to collect match dollars.
4. Confirm matching funds and provide HCAI and County with copies of all PAs, invoices, and required financial statements.
5. Distribute matching funds to participating counties pursuant to Exhibit B and the applicable PA.
6. Provide regular fiscal reporting to the appropriate state and/or local agencies, including the County.
7. Oversee compliance with Exhibit B by Central Region Counties.
8. Oversee each related contract while requiring that all deliverables related to each contract are completed.
9. Provide confirmation to HCAI, County and the Central Region Counties of collection of Matching Local Funds on or before July 31, 2024.
10. Submit all required documentation and reports during the duration of the program to HCAI, as set forth in Exhibit B.
11. Report on a predetermined schedule, to County and the Region, on all activity to include providing reports, dashboards, etc., as requested by County or the Region.
12. Complete an online Central Region WET Activities Report that demonstrates outcomes of activities performed for each fiscal year by the due date pursuant to Exhibit B, including using HCAI forms, if applicable, to inform HCAI on who was awarded, pipeline related activities, and retention best practices.
13. Require that Central Region counties and their contracted community based organizations (CBO) complete HCAI's Public Mental Health System workforce survey for each fiscal year by the due date pursuant to Exhibit B, and follow up with Central Region counties and CBOs who have not completed the survey.

**C. County Responsibilities:**

1. Upon execution of this agreement, County shall transfer all OSHPD Grant Awards County receives under Exhibit B, currently in the amount of \$5,623,572.59 plus interest accrued in the amount of \$38,203.31 to CalMHSA to administer under the terms of this MOU.
2. Upon receipt from HCAI, transfer the remaining 15% of OSHPD Grant Award Funds in the total amount of \$992,395.16 to CalMHSA to administer under the terms of this MOU.

**D. BUDGET AND PAYMENT TERMS**

The following are the applicable budgets and funding breakdowns:

**1. Central Region WET Regional Partnership Budget:**

Total Counties Match	\$	2,183,269.36
OSHPD Match	\$	6,615,967.75
<b>Total Funding Amount</b>	<b>\$</b>	<b>8,799,237.11</b>

**NOTE:** The above “Total Funding Amount” is inclusive of a \$1,147,727.58 Administrative Fee that shall be paid to CalMHSA to administer the Grant Agreement (Exhibit B) and this MOU.

**2. Central Region WET Regional Partnership Program Budget:**

Program	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total
Pipeline Development	\$91,817.98	\$45,908.98	\$45,908.98	\$45,908.98	<b>\$229,544.92</b>
Undergraduate College University Scholarships	\$550,908.76	\$275,454.37	\$275,454.37	\$275,454.37	<b>\$1,377,271.87</b>
Clinical Master & Doctoral Graduate Education Stipends	\$765,150.64	\$382,575.32	\$382,575.32	\$382,575.32	<b>\$1,912,876.60</b>
Loan Repayment Program Cost	\$948,787.50	\$474,393.74	\$474,393.74	\$474,393.74	<b>\$2,371,968.72</b>
Retention Activities	\$703,938.98	\$351,969.48	\$351,969.48	\$351,969.48	<b>\$1,759,847.42</b>
Program Cost	\$3,060,603.80	\$1,530,301.91	\$1,530,301.91	\$1,530,301.91	<b>\$7,651,509.53</b>
Administrative Costs	\$459,091.02	\$229,545.52	\$229,545.52	\$229,545.52	<b>\$1,147,727.58</b>
<b>Total Regional Budget</b>	<b>\$3,519,694.83</b>	<b>\$1,759,847.39</b>	<b>\$1,759,847.39</b>	<b>\$1,759,847.39</b>	<b>\$8,799,237.11</b>

**\*Not all counties will participate in each program.**

**NOTE:**Unspent funds from prior fiscal years, may be reallocated as directed by the County.

**3. Central Region Per County Funding Breakdown:**

County	County as share of Regional Partnership (adds to 100% for each Region)	Local Match Collected by County	OSHPD MATCH County Share	CalMHSA Admin Fee County Share
Alpine	0.467%	\$10,204.73	\$30,923.43	\$5,364.54
Amador	0.961%	\$20,973.85	\$63,557.13	\$11,025.78
Calaveras	1.058%	\$23,090.88	\$69,972.35	\$12,138.68
El Dorado	2.729%	\$59,579.30	\$180,543.34	\$31,320.34
Fresno	17.298%	\$377,667.00	\$1,144,445.47	\$198,536.41
Inyo	0.593%	\$12,954.37	\$39,255.67	\$6,810.01

Kings	2.816%	\$61,472.02	\$186,278.84	\$32,315.33
Madera	2.975%	\$64,956.01	\$196,836.40	\$34,146.84
Mariposa	0.597%	\$13,028.49	\$39,480.26	\$6,848.97
Merced	5.057%	\$110,412.32	\$334,582.77	\$58,042.84
Mono	0.577%	\$12,598.59	\$38,177.55	\$6,622.97
Placer	4.863%	\$106,172.53	\$321,734.95	\$55,814.02
Sacramento	22.564%	\$492,626.88	\$1,492,808.73	\$258,969.86
San Joaquin	11.845%	\$258,601.38	\$783,640.56	\$135,944.60
Stanislaus	8.998%	\$196,441.96	\$595,278.65	\$103,267.91
Sutter/Yuba	3.169%	\$69,181.76	\$209,641.69	\$36,368.28
Tulare	8.466%	\$184,839.61	\$560,120.03	\$97,168.65
Tuolumne	1.178%	\$25,711.76	\$77,914.42	\$13,516.46
Yolo	3.790%	\$82,755.91	\$250,775.50	\$43,504.10
<b>TOTAL:</b>	<b>100.000%</b>	<b>\$2,183,269.36</b>	<b>\$6,615,967.75</b>	<b>\$1,147,727.58</b>

**E. TERM/TERMINATION**

1. The term of this MOU is 68.5 months, from September 15, 2020 through June 30, 2026, 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' written notice to the other Party. Upon termination of this MOU, CalMHSA shall immediately return all monies paid to it by County under the terms of this MOU, as well as all match money received from the Central Region Counties, plus any interest accrued, less any program funds reasonably expended and administrative fees reasonably earned in proportion to the work performed on this program and deliverables completed pursuant to the terms of this MOU and Exhibit B attached hereto; as well as all records of CalMHSA work under this MOU.
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.

**D. DISPUTE RESOLUTION**

If, after thirty (30) calendar days of negotiations, CalMHSA and the County cannot resolve a dispute regarding the interpretation or performance of this MOU, either Party may request a meeting between CalMHSA Executive Director and County for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) 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.

**E. 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 to 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 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.
3. **AUDITS AND INSPECTIONS:** CalMHSA shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CalMHSA shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CalMHSA'S compliance with the terms of this Agreement.  
If this Agreement exceeds ten thousand dollars (\$10,000.00), CalMHSA shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

**F. GENERAL PROVISIONS**

1. **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.
2. **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.
3. **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.

4. 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.
5. 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.
6. INSURANCE. Without limiting the COUNTY's right to obtain indemnification from CalMHSA or any third parties, CalMHSA, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

Professional Liability

If CalMHSA employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CalMHSA agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CalMHSA shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided

under CalMHSA's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CalMHSA hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CalMHSA is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CalMSHA's waiver of subrogation under this paragraph is effective whether or not CalMSHA obtains such an endorsement.

Within Thirty (30) days from the date CalMSHA signs and executes this Agreement, CalMSHA shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Elizabeth Barreneche, 1925 E.Dakota Ave., Fresno, CA 93726, or email [dbhcontractedservicesdivision@fresnocountyca.gov](mailto:dbhcontractedservicesdivision@fresnocountyca.gov), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CalMSHA has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CalMSHA's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CalMSHA fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

7. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
8. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited



to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

9. **INDEPENDENT CONTRACTOR:** In performance of the work, duties and obligations assumed by CalMSHA under this Agreement, it is mutually understood and agreed that CalMSHA, including any and all of the CalMSHA's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CalMSHA shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CalMSHA is performing its obligations in accordance with the terms and conditions thereof.

CalMSHA and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CalMSHA shall have absolutely no right to employment rights and benefits available to COUNTY employees. CalMSHA shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CalMSHA shall be solely responsible and save COUNTY harmless from all matters relating to payment of CalMSHA'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CalMSHA may be providing services to others unrelated to the COUNTY or to this Agreement.

10. **GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

11. **NON-ASSIGNMENT:** Neither party shall assign, transfer or sub contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

12. **NOTICES:** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY  
COUNTY OF FRESNO

1925 E. Dakota Avenue  
Fresno, CA 93726

CalMSHA  
California Mental Health Services  
Authority  
P.O. Box 22967  
Sacramento, CA 95822-0967

All notices between the COUNTY and CalMSHA provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

- 13. **CONFIDENTIALITY:** All services performed by CalMHSA under this Agreement shall be in strict conformance with all applicable Federal, State and local laws and regulations relating to confidentiality.
- 14. **HOLD HARMLESS:** Each party agrees to indemnify, save, hold harmless, and upon request, defend the other party, its officers, agents, and employees from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to the other party in connection with the performance, or failure to perform, by the indemnifying party, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of the indemnifying party, its officers, agents, or employees under this Agreement, to the extent that the indemnifying party’s performance, or failure to perform, was negligent, reckless or intentional.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first written above.

**CALMHSA**

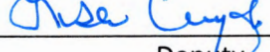
DocuSigned by:  
 Signed: Amie Miller Name (printed): Dr. Amie Miller, Psy. D., LMFT  
 Title: Executive Director Date: 11/12/2021  
 Address: P.O. Box 22967, Sacramento, CA 95822-0967  
 Phone: 279-234-0701 Email: amie.miller@calmhsa.org

**COUNTY OF FRESNO**

  
 \_\_\_\_\_  
 Steve Brandau,  
 Chairman of the Board of Supervisors of  
 the County of Fresno

**ATTEST:**

Bernice E. Seidel  
 Clerk of the Board of Supervisors  
 County of Fresno, State of California

By:   
 \_\_\_\_\_  
 Deputy

**For Accounting Use Only:**

Fund	0001
Subclass	10000
Org	56304756
Account	7295