

DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D. Director

Curley L. Bonds, M.D. Chief Medical Officer Rimmi Hundal, M.A. Chief Deputy Director

July 08, 2025

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

## APPROVAL TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, BEHAVIORAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION AND AUTHORITY TO EXECUTE A NEW MEMORANDUM OF AGREEMENT WITH BEACH CITIES HEALTH DISTRICT (SUPERVISORIAL DISTRICT 2) (3 VOTES)

## **SUBJECT**

Approval to enter into a grant agreement with the State of California, Behavioral Health Services Oversight and Accountability Commission for the Mental Health Student Services Act grant award and approval to execute a new Memorandum of Agreement with Beach Cities Health District for the expansion of allcove Beach Cities' Supported Education and Employment Services Program.

## IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to sign and execute a grant agreement, substantially similar to Attachment I, with the State of California, Behavioral Health Services Oversight and Accountability Commission (BHSOAC) for the Mental Health Student Services Act Grant award (MHSSA Grant), Agreement No. 24MHSOAC050, in the amount of \$300,000. The term of the Agreement is July 1, 2025, through March 31, 2028.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the MHSSA Grant Agreement in Recommendation 1 as applicable to: 1) extend the term; 2) add, delete, modify, or replace terms, including the Scope of Work; 3) allow for the rollover of unspent funds; 4) accept future funds; and 5) reflect regulatory and/or policy changes, subject to prior review and approval as to form by County Counsel and notification to your Board and the Chief Executive

The Honorable Board of Supervisors 7/8/2025 Page 2

Office (CEO).

3. Approve and authorize the Director, or designee, to prepare, sign, and execute a new Memorandum of Agreement (MOA), substantially similar to Attachment II, with Beach Cities Health District (BCHD), to allocate the MHSSA Grant funds in the amount of \$300,000 for the expansion of its allcove Beach Cities' Supported Education and Employment Services Program. The term of this MOA will be July 1, 2025, through March 31, 2028.

4. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the MOA in Recommendation 3 to: 1) revise the language; 2) extend the term; 3) add, delete, modify, or replace the Statement of Work (SOW); 4) allow for the rollover of unspent funds, if necessary to correspond with the BHSOAC MHSSA Grant Agreement; and 5) reflect regulatory and/or policy changes, subject to the prior review and approval as to form by County Counsel and notification to your Board and the CEO.

5. Delegate authority to the Director, or designee, to terminate the Agreements in Recommendations 1 and 3 in accordance with their termination provisions. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The MHSSA Grant was created to establish mental health partnerships between County Mental Health or Behavioral Health Departments and educational entities for the purpose of increasing mental health services in locations that are easily accessible to students and their families. The MHSSA Grant is intended to foster stronger school-community mental health partnerships that can leverage resources to help students succeed by authorizing counties and local educational agencies to create programs that include targeted interventions for students with identified social-emotional, behavioral, and academic needs.

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to enter into a grant agreement with the State BHSOAC and to accept the \$300,000 MHSSA Grant.

Board approval of Recommendation 2 will allow DMH to amend the Grant Agreement in Recommendation 1, to revise the language; add, delete, and modify the Scope of Work; extend the term; rollover unspent funds; accept future funds; and reflect federal, State, and County regulatory and/or policy changes.

Board approval of Recommendation 3 will allow DMH to enter into a new MOA with BCHD to expand its allcove Beach Cities' Supported Education and Employment Services Program, fully funded by the MHSSA Grant.

Board approval of Recommendation 4 will allow DMH to amend the MOA in Recommendation 3 to revise the language; add, delete, modify, or replace the SOW; extend the term; rollover unspent funds in accordance with the terms of the grant; and reflect federal, State, and County regulatory and/or policy changes.

Board approval of Recommendation 5 will allow DMH to terminate the Agreements in Recommendations 1 and 3 in accordance with the termination provisions in a timely manner, as necessary.

The Honorable Board of Supervisors 7/8/2025 Page 3

### **Implementation of Strategic Plan Goals**

These recommended actions support the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal B – Employment and Sustainable Wages.

## **FISCAL IMPACT/FINANCING**

The MOA with BCHD is fully funded by MHSSA Grant funding through Agreement No. 24MHSOAC050 with BHSOAC totaling \$300,000 for three fiscal years: \$112,000 for Fiscal Year (FY) 2025-26; \$109,000 for FY 2026-27; and \$79,000 for FY 2027-28.

There is no net County cost impact associated with the recommended action.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In June 2024, BCHD applied for the MHSSA Grant funding from the State BHSOAC and was awarded \$300,000 with the condition of DMH acting as the fiscal intermediary. BCHD is a healthcare district, focused on preventive health, screening and early intervention services, and allcove Beach Cities is one of the programs that provides the following services to youth (ages 12 – 25): 1) Mental health; 2) Physical health; 3) Substance use; 4) Peer support; 5) Family support; 5) Supported Education and Employment; and 6) Life skills and wellness. BCHD's prevention programs directly align with DMH's current Community School Initiative in which the school becomes a hub to create greater accessibility to resources and support for students and families.

As such, the funding from MHSSA will allow BCHD to expand its allcove Beach Cities Supported Education and Employment Services Program. The Supported Education and Employment Services Program offers a variety of employment and education related workshops with the goal of supporting the youth (ages 12-25) to build skills, network with their peers and access resources relevant to their employment and educational goals. This includes building interpersonal and educational/professional skills, resume building, job and volunteer search workshop, purpose workshop, vision board creation and more.

Attachment I, BHSOAC Agreement No. 24MHSOAC050 for the MHSSA Grant, has been reviewed and approved as to form by County Counsel. The BHSOAC Grant Agreement contains both standard and special State terms and conditions. However, there is no mutual indemnification provision. The County is responsible for indemnifying and defending the State, its officers, agents, and employees from any and all claims and losses resulting from the performance of the BHSOAC Grant Agreement.

Attachment II, the corresponding MOA between DMH and BCHD, has been approved as to form by County Counsel. The MOA contains an indemnification provision under which BCHD agrees to defend, hold harmless, and indemnify DMH and its representatives from any and all liabilities arising from BCHD's services, except where such liabilities result from DMH's gross negligence or willful misconduct.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all agreement terms and performance standards.

The Honorable Board of Supervisors 7/8/2025 Page 4

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended actions will allow DMH to enter into a grant agreement with the State BHSOAC and allocate the funds through a newly executed MOA with BCHD for the expansion of its allcove Beach Cities' Supported Education and Employment Services Program.

Respectfully submitted,

AMMY, BD

LISA H. WONG, Psy.D. Director

LHW:RH:KN:SK:MG:atm

Enclosures

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel

#### SCO ID:

AGREEMENT NUMBER

24MHSOAC050

#### STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

#### STD 213 (Rev. 04/2020)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Los Angeles County Department of Mental Health

2. The term of this Agreement is:

START DATE

**Upon Signature** 

THROUGH END DATE

March 31, 2028

3. The maximum amount of this Agreement is:

\$300,000.00 (Three Hundred Thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	11
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit C	General Terms and Conditions	12
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-		asterick (*) are berefy incornorated by reference and made part of this gareement as if attached bereto	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Los Angeles County Department of Mental Health CONTRACTOR BUSINESS ADDRESS CITY ZIP STATE Los Angeles 90020 510 S Vermont Ave CA PRINTED NAME OF PERSON SIGNING TITLE Lisa H. Wong Director CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED

CONTRACTOR

**STATE OF CALIFORNIA** 

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS	СІТҮ	STATE	ZIP
1812 9th Street	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
Norma Pate	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	EXEMPTION (If Applicable) WIC 5897 (f)		

PURCHASING AUTHORITY NUMBER (If Applicable)

### MHSSA GRANT AGREEMENT

## EXHIBIT A

## SCOPE OF WORK

### I. Parties

The parties to this Agreement are the Behavioral Health Services Oversight & Accountability formerly the Mental Health Services Oversight & Accountability Commission (BHSOAC, MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the Los Angeles County Department of Mental Health (Grantee or Los Angeles County) with headquarters in Los Angeles, California. For the purpose of this agreement all references to the Mental Health Services Oversight and Accountability Commission shall be understood to refer to the Behavioral Health Services Oversight and Accountability Commission for the period after January 1, 2025.

### II. Summary/Purpose

This grant is part of a total award of \$25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability and 4) Other Priorities. **This grant was awarded under Category 4: Other Priorities.** 

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to eleven (11) Applicants under Category 4. A total of fifty-one (51) grants were awarded.

The Commission recognizes that the needs of MHSSA grantees, students and families differ from one county to another based on variables between Partnerships such as the number of school districts and the size/demographics of their student populations. In addition, grantees have learned lessons about the efficient use of MHSSA funds as adapted to these variables. The overall Purpose of this Agreement is to support the unique needs of individual MHSSA grantees, as self-identified during the competitive bid process.

### **III. Recitals**

- A. <u>Mental Health Services Act (MHSA)</u>. In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)
- B. <u>Budget & Expenditures</u>. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. <u>Mental Health Student Services Act</u>. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. <u>MHSSA Partnerships</u>. MHSSA grants shall only be awarded to a countywide "partnership" among and between a county's mental or behavioral health department, office of education, and school districts or charter schools. A "lead agency" may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)
- E. <u>Procurement</u>. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.
- F. <u>Incorporation by Reference</u>. The RFA and Grantee's Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.

- G. <u>Prior MHSSA Funding</u>. The Commission previously funded three rounds of MHHSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.
- H. <u>TCT Grants</u>. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHSOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education(23MHSOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See attachments A-1 through A-4.
- I. <u>TA Consultant</u>. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.
- J. <u>Evaluation Consultant</u>. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.
- K. <u>WestEd</u>. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. <u>Commission Approval</u>. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. <u>Asset Responsibility</u>. Assets, vehicles, equipment and other operational material purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the Grantee physically and financially.

## IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Behavioral Health Services Oversight and Accountability Commission	Los Angeles County Department of Mental Health
Name: Nai Saechao	Name: Kanchana Tate, LCSW
Address: 1812 9 <sup>th</sup> Street Sacramento, CA 95811	Address: 510 S. Vermont Ave, 22nd Floor Los Angeles, CA 90020
Phone: 916-500-0577	Phone: 213-943-9765
Fax: 916-623-4687	Fax:
Email: nai.saechao@bhsoac.ca.gov	Email: <u>ktate@dmh.lacounty.gov</u>

Direct all administrative inquiries to:

Direct all billing inquiries to:

Behavioral Health Services Oversight and Accountability Commission	Los Angeles County Department of Mental Health	
Name: Chelsea Yuen	Name: Kanchana Tate, LCSW	
Address: 1812 9 <sup>th</sup> Street Sacramento, CA 95811	Address: 510 S. Vermont Ave, 22nd Floor Los Angeles, CA 90020	
Phone: 916-500-0577	Phone: 213-943-9765	
Fax: 916-623-4687	Fax:	
Email: accounting@bhsoac.ca.gov	Email: <u>ktate@dmh.lacounty.gov</u>	

## V. General Requirements

The following provisions govern all deliverables:

- A. <u>Collaboration</u>. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Team and all other MHSSA Grantees.
- B. <u>Format</u>. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

- C. <u>Acknowledgement</u>. Grantee shall acknowledge the Commission's support at each of its events related to work being performed pursuant to this agreement in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C. <u>MHSOAC Logo</u>.) related to work being performed pursuant to this agreement
- D. <u>Check-In Meetings</u>. Grantee shall participate in check-in meetings with the Commission on a quarterly basis, or upon request. Said meetings may be in-person, by phone or over a web-based platform.

### VI. Deliverables

A. <u>Other Priority Program.</u> Grantee shall develop and implement a program to support the delivery of new or expanded priority services funded by MHSSA for the school districts in its Partnership (*Other Priority Program* or Program). This Program is identified and described in Grantee's Application at Category 4: Other Priorities, Attachment 4-3 -- Proposed Program as incorporated into this Agreement. Details of this Program process shall be submitted to the Commission in the Progress Reports, and a summary will be included in the Final Report at the end of Grant Year Three.

B. <u>Data Reporting</u>. Grantee shall provide to the Commission data based on the specifications and timeliness defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

E. <u>Reports.</u> Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In addition to the Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

 Progress Reports. Grantee shall report on the development and implementation of their Priority Program relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:

a. List of major Program goals/objectives that are clearly defined, specific, and measurable

b. Status on which goals/objectives have been accomplished

c. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them

d. Report on status of hiring staff/contractors, as well as retention of those staff

2. <u>Annual Fiscal Reports</u>. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

Attachment A-1: Sustainability TA Attachment A-2: Data Collection TA Attachment A-3: Partnership Development TA Attachment A-4: Program Implementation TA

## Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

- 1. <u>Surveys</u>. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.
- 2. <u>Workshops</u>. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
- 3. <u>Webinars</u>. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.
- 4. <u>Individualized Coaching</u>. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
- 5. <u>Toolkits & Training Materials</u>. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
- 6. <u>Information Hub</u>. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.
- 7. <u>Communication</u>. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

## Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

- 1. <u>Surveys</u>. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.
- 2. <u>Data Collection Specifics</u>. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
- 3. <u>Data Collection Restrictions</u>. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.
- 4. <u>Informed Decision Making</u>. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
- 5. <u>Workshops & Webinars</u>. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
- <u>Webinars</u>. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.
- 7. <u>Individualized Coaching</u>. Tehama County will meet with individua grantees to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.
- 8. <u>Toolkits & Training Materials</u>. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

- Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.
- 10. <u>Communication</u>. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

## Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

- <u>Surveys</u>. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.
- 2. <u>Workshops</u>. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
- 3. <u>Webinars</u>. Imperial County will conduct several webinars on Partnership Development each year. covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.
- 4. <u>Individualized Coaching</u>. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.
- 5. <u>Toolkits & Training Materials</u>. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implement partnerships on a statewide basis.
- Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.
- 7. <u>Communication</u>. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

## Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

- <u>Surveys</u>. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.
- 2. <u>Workshops</u>. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
- 3. <u>Webinars</u>. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.
- 4. <u>Individualized Coaching</u>. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.
- 5. <u>Toolkits & Training Materials</u>. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.
- Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.
- 7. <u>Communication</u>. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

### EXHIBIT B

#### **FISCAL DETAIL**

#### 1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.
- b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and submit to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Behavioral Health Services Oversight & Accountability Commission Attention: Accounting Office 1812 9th Street Sacramento, CA, 95811 Accounting@bhsoac.ca.gov

#### 2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an amendment to Grantee to reflect the reduced amount.
- c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

#### 4. Budget Detail

The total amount of this Grant Agreement shall not exceed Three Hundred Thousand dollars [\$300,000.00].

Deliverable	Allocated Amount*	Due Date
Grant Year 1*		
Progress Report Q1	\$28,000.00	September 30, 2025
Progress Report Q2	\$28,000.00	December31, 2025
Progress Report Q3	\$28,000.00	March 31, 2026
Progress Report Q4	\$28,000.00	June 30, 2026
Subtotal	\$112,000.00	
Grant Year 2*		
Progress Report Q1	\$27,250.00	September 30, 2026
Progress Report Q2	\$27,250.00	December 31, 2026
Progress Report Q3	\$27,250.00	March 31, 2027
Progress Report Q4	\$27,250.00	June 30, 2027
Subtotal	\$109,000.00	
Grant Year 3*		
Progress Report Q1	\$27,000.00	September 30, 2027
Progress Report Q2	\$26,000.00	December 31, 2027
Final Report Q3	\$26,000.00	March 31, 2028
Subtotal	\$79,000.00	
Total	\$300,000.00	

\*Annual Fiscal Reports are due at the end of each Grant Year.

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan).

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

## EXHIBIT C

### **General Terms and Conditions**

- 1. <u>Amendment</u>. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- 2. <u>Antitrust Claims</u>: The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below:
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - i. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - ii. "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 3. <u>Approval</u>: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.
- 4. <u>Assignment</u>: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
- 5. <u>Audit</u>: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit.
- 6. <u>Captions</u>: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 7. <u>Certification Clauses</u>: The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 8. <u>Child Support Compliance Act</u>: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
  - a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 9. <u>Change of Control</u>: In the event Grantee undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
- 10. <u>Compensation</u>: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 11. <u>Confidentiality</u>: Grantee shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Grantee to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.
  - a. Grantee shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Commission staff, Grantee's own personnel involved in the performance of this Agreement, or as required by law.
- 12. <u>Contract/Agreement is Complete</u>: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
- 13. <u>Copyright</u>: Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Grantee hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the

contract, Grantee hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Grantee shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

- 14. <u>Grantee-Commission Collaboration</u>: At the request of the Commission, Grantee shall permit Commission Staff to work closely with Grantee's Staff, and Commission Staff shall be given access to Grantee's data, working papers and other written materials as needed for this purpose.
- 15. <u>Counterparts</u>: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

### 16. Dispute Resolution:

- a. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9<sup>th</sup> Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- b. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Grantee's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- c. While the informal dispute process is pending, Grantee shall proceed diligently with its performance under the Agreement.
- 17.<u>Electronic Signature:</u> Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be

transmitted by electronic means including facsimile and email.

- 18. Force Majeure: Neither the Commission nor the Grantee shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.
- 19. Forum Selection: Intentionally Omitted I
- 20. <u>Governing Law</u>: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 21. <u>Gratuities and Contingency Fees</u>: The Commission, by written notice to the Grantee, may terminate the right of Grantee to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Grantee as it could pursue in the event of the breach of the Agreement by the Grantee, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Grantee in providing any such gratuities to any such officer or employee.

The rights and remedies of the Commission provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The Grantee warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Grantee, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 22. <u>Indemnification</u>: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, sub-grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- 23. <u>Independent Contractor</u>: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 24. <u>Information Security</u>: The Grantee shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- 25. <u>Inspection and Enforcement</u>: From time to time, the Commission may inspect the facilities, systems, books and records of the Grantee to monitor compliance with the Grant. Grantee shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Commission in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect Grantee's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Agreement. The Commission's failure to detect or the Commission's detection of any unsatisfactory practices, but failure to notify Grantee or require Grantee's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Agreement.

- 26.<u>Key Personnel</u>: Grantee's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
- 27.<u>Litigation</u>: The Commission, promptly after receiving notice thereof, shall notify the Grantee in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Grantee must provide indemnification under this Agreement.

The failure of the State to give such notice, information, authorization or assistance shall not relieve the Grantee of its indemnification obligations. The Grantee shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

- 28. Loss Leader: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code §10344(e)).
- 29. <u>MHSOAC/BHSOAC Logo</u>: The Commission hereby grants Grantee the use of the MHSOAC/BHSOAC Logo for purposes of its performance of this Agreement. Grantee understands and agrees that it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Grantee upon request.
- 30. <u>Nondisclosure</u>: Grantee shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
- 31. <u>Non-Discrimination</u>: During the performance of this Agreement, Grantee and its subgrantees shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code

Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Grantee and its sub-grantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 32. <u>Notice</u>: The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.
- 33. <u>Notice of Litigation</u>: Grantee shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
- 34. <u>Permits and Licenses</u>: The Grantee shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Grantee shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the State in writing.

35. <u>Priority Hiring Considerations</u>: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

- 36. <u>Public Hearings</u>: If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Grantee shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Grantee's proposed budget. State shall reimburse Grantee for travel of said personnel at the contract rates for such testimony as may be requested by State.
- 37. <u>Public Records Act:</u> This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 *et seq*. Under a Public Records Act Request, Grantee may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
- 38. <u>Publications and Reports</u>: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
  - a. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
- 39. <u>Recycling Certification</u>: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code §12205).
- 40. Work Product Rights: The Grantee hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize

recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. Such recipients of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Grantees, California local governments, the United States Government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

41. <u>Severability</u>: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

### 42. Small Business Participation and DVBE Participation Reporting Requirements:

- a. If for this Agreement, Grantee made a commitment to achieve a small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
- b. If for this Agreement, Grantee made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).
- 43. <u>State Funds</u>: Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  - b. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any activities specified in this Agreement that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the MHSA.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Grantee as an individual or private citizen, as long as state funds are not used; nor does this provision limit Grantee from merely reporting the results of a poll or survey of its membership.

- 44. <u>Subcontracts</u>: Prior to entering any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. The Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.
- 45. <u>Substitutions</u>: Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
- 46. <u>Survival</u>: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
- 47. <u>Termination For Cause</u>: The Commission may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee, pursuant to Exhibit B of this Agreement, upon demand.
- 48. <u>Termination Without Cause</u>: Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Grantee for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Grantee for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed.

The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.

- 49. <u>Timeliness</u>: Time is of the essence in this Agreement.
- 50. <u>Unenforceable Provision</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 51. <u>Waiver</u>: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
- 52. <u>Worker's Compensation</u>: Grantee hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
- 53. <u>GenAl Technology Use & Reporting:</u> During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAl technology, including GenAl from third parties or subcontractors. Contractor shall immediately complete the GenAl Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAl technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAl technology that materially impacts functionality, risk or contract performance, until use of such GenAl technology has been approved by the State. Failure to disclose GenAl use to the State and submit the GenAl Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAl and/or failure to submit the GenAl Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Attachment II

### **MEMORANDUM OF AGREEMENT**



BETWEEN

# LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

AND

# **BEACH CITIES HEALTH DISTRICT**

FOR

# MENTAL HEALTH STUDENT SERVICES ACT SUPPORTED EDUCATION AND EMPLOYMENT

SECTION	<u>TITLE</u>	PAGE
1.	OVERVIEW	2
2.	TERM	3
3.	TERMINATION	3
4.	AMENDMENTS	3
5.	ASSIGNMENT	3
6.	INDEPENDENT CONTRACTOR	3
7.	NOTICES	3
8.	AUDIT	4
9.	GenAI TECHNOLOGY USE AND REPORTING	4
10.	COUNTERPARTS	4
11.	ASSIGNMENT AND DELEGATION	4
12.	INSURANCE	5
13.	LIMITATION OF LIABILITY AND INDMENNIFICATION	5
14.	NONDISCRIMINATION	5
15.	CONFIDENTIALITY	6
16.	COPYRIGHT	6
17.	PUBLICATIONS AND REPORTS	6
18.	DISPUTE RESOLUTION	7
19.	AUTHORITY	7
20.	PUBLIC RECORDS ACT	7
21.	GOVERNING LAW	7
22.	SURVIVAL	7
SIGNATUR	RES	8

- EXHIBIT A STATEMENT OF WORK
- EXHIBIT B: DMH ADMINISTRATION
- EXHIBIT C: BEACH CITIES ADMINISTRATION
- EXHIBIT D: GRANT AGREEMENT
- ADDENDUM A: BUDGET
- ADDENDUM B: INVOICE

This Memorandum of Agreement (MOA) is entered into by and between the County of Los Angeles Department of Mental Health ("DMH") and the Beach Cities Health District ("BCHD") (collectively "the Parties") for the following purposes and subject to the following understandings between the Parties:

## RECITALS

WHEREAS, The Behavioral Health Services Oversight & Accountability Commission (BHSOAC), a state agency headquartered in Sacramento, California awarded DMH a grant under the Mental Health Student Services Act (MHSSA).

WHEREAS, DMH is charged with providing prevention programming services that advance the mental health and improve the lives of the residents of the County of Los Angeles;

WHEREAS, BCHD provides youth-centered care co-designed with youth that focuses on prevention, screening and early intervention services through integrated and multidisciplinary care as required under the terms of the grant;

WHEREAS, DMH and BCHD wish to enter into this MOA for the expansion of BCHD's program for Supported Education and Employment Services for youth at BCHD and the consortium of South Bay school districts. The consortium schools include Centinela Valley Union High School District; Hawthorne School District; Hermosa Beach City School District; El Segundo Unified School District; Lennox School District; Manhattan Beach Unified School District; Palos Verdes Peninsula Unified School District; Redondo Beach Unified School District; Torrance Unified School District and Da Vinci Schools (charter).

## 1. OVERVIEW

BCHD is a healthcare district that operates the allcove Beach Cities Program focused on preventive health. This program serves youth (ages 12 - 25) with mild to moderate needs in the South Bay. allcove provides programs and services that prioritize youth-centered care co-designed with young people and offers the following programs/services:

- Mental Health: Recommended evidence-based short-term services, including counseling, consultations, bereavement support, eating disorder prevention and support groups.
- Physical Health: Regular physical health examinations, such as sexual and reproductive health, immunization, vision and hearing.
- Substance Use: Recommended evidence-based short-term services, including alcohol and substance use counseling.
- Peer Support: Young people can connect with peers their own age who've been through what they are going through.
- Family Support: Family and guardians have access to resources and support to connect with the young people, such as family coaching and support groups. Families are encouraged to participate in treatment plans as appropriate.

- Supported Education and Employment: Assistance with academic and career services.
- Life Skills and Wellness: In addition to the core services listed above, allcove Beach Cities offers opportunities related to art, mindfulness, music and more.

BCHD's prevention programs directly align with DMH's current Community School Initiative in which the school becomes a hub to create greater accessibility to resources and support for students and families.

## 2. TERM

The term of this MOA shall commence upon execution and expire on March 31, 2028, unless sooner terminated or extended, in whole or in part, as provided in this MOA.

## 3. TERMINATION

The Parties may terminate the MOA, at any time, without cause provided that a written notice was given at least 60 days in advance to the other Party.

## 4. AMENDMENTS

This MOA may be amended or revised as the Parties deem necessary to further the purpose and intent of this MOA. Any revisions shall be by a written amendment to the MOA and signed by both Parties.

## 5. ASSIGNMENT

This MOA or any interest herein shall not be assigned without the prior written consent of the Behavioral Health Services Oversight and Accountability Commission.

## 6. INDEPENDENT CONTRACTOR

BCHD, and the agents and employees of BCHD, in the performance of this MOA, shall act in an independent capacity and not as officers or employees or agents of the State, the County of Los Angeles, or DMH.

## 7. NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing, via electronic mail, addressed to the Parties as identified in Exhibit B (DMH Administration) and Exhibit C (BCHD Administration) and shall be deemed delivered. Addresses may be changed by either Party giving 10 days' prior written notice to the other Party.

## 8. AUDIT

BHSOAC, California State Auditor, any State of California fiscal oversight agency, and DMH have the right to audit performance under this MOA. The auditor(s) shall be entitled to review and copy BCHD records and supporting documentation pertinent to its performance. BCHD

agrees to maintain such records and documents for a minimum of three (3) years after final payment is issued under this agreement or work under this work is completed, whichever is later in time. BCHD agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give BCHD advance written notice of any onsite audit.

## 9. GenAI TECHNOLOGY USE AND REPORTING

During the term of the MOA, BCHD must notify the State and DMH in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAl technology, including GenAl from third parties or subcontractors. BCHD shall immediately complete the GenAl Reporting and Factsheet (STD 1000) to notify the State, with a copy provided to DMH, of any new or previously unreported GenAl technology. At the direction of the State or DMH, BCHD shall discontinue the use of any new or previously undisclosed GenAl technology that materially impacts functionality, risk or contract performance, until use of such GenAl technology has been approved by the State. Failure to disclose GenAl use to the State or DMH or failure to submit the GenAl Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State of California or DMH, at their sole discretion and the State or DMH may consider such failure to disclose GenAl and/or failure to submit the GenAl Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State and DMH are entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

## 10. COUNTERPARTS

This MOA may be signed and delivered in two or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOA, and the MOA shall not be binding on any Party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

## 11. ASSIGNMENT AND DELEGATION

Neither this MOA nor any duties or obligations herein may be assigned or delegated without the prior written consent of the other Party.

## 12. INSURANCE

Each Party, at all times during the term of this MOA, must maintain insurance at Party's own cost and expense.

Each Party shall be responsible for providing disability, workers' compensation, professional liability, or other insurance as well as licenses and permits usual or necessary for performing the services under this Agreement.

## 13. LIMITATION OF LIABILITY AND INDEMNIFICATION

To the maximum extent provided by law, in no event shall either Party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss of profits and/or indirect economic damages whatsoever, and regardless of whether such damages arise from claims based upon negligence, tort or other.

BCHD agrees to defend, hold harmless, and indemnify DMH and their Governing Board, officers, agents, employees, and volunteers from any and all liabilities including, but not limited to any claims for damages, death, sickness, or other personal injury or injury to property, including, without limitation all consequential damages, for any cause whatsoever arising from or connected with allcove BCHD's services and/or actions taken pursuant to this Agreement, unless resulting from the gross negligence or willful misconduct of DMH's employees.

In accordance with California Government Code Section 989-991.2, County Code Chapter 5.32, and Articles 1 and 2 of the Los Angeles County Charter, the County, a political subdivision of the State, is authorized to self-insure for its liability. This self-insurance includes coverage for legal liability and defense costs for claims asserted by third parties for bodily injury and property damage, including general and professional liability (malpractice).

## 14. NONDISCRIMINATION

During the performance of this MOA, BCHD shall not deny the MOA's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. BCHD shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. BCHD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. BCHD shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. BCHD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

# 15. CONFIDENTIALITY

DMH and BCHD agree that their employees, agents, and volunteers shall be bound by and shall abide by all applicable federal and State statutes or regulations pertaining to the confidentiality of client records and information. The Parties shall not use or disclose any information about a recipient of the services provided under this MOA for any purpose not connected with the Parties' MOA responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian, or as required by law.

BCHD shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this MOA without written permission of the BHSOAC, and subject to the terms and conditions of this MOA. Permission to disclose information or documents on one occasion shall not authorize BCHD to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.

# 16. COPYRIGHT

Unless otherwise provided, all materials produced under this MOA shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by BHSOAC. The BHSOAC shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, BCHD hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the BHSOAC effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under this MOA, but that incorporate pre-existing materials not produced under the contract, BCHD hereby grants to the BHSOAC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. BCHD warrants and represents that BCHD has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BHSOAC. The BCHD shall exert all reasonable effort to advise the BHSOAC, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The BHSOAC shall receive prompt written notice of each notice or claim of infringement received by the BCHD with respect to any data delivered under this MOA. BHSOAC shall have the right to modify or remove any restrictive markings placed upon the data by the BCHD.

## 17. PUBLICATIONS AND REPORTS

BHSOAC reserves the right to use and reproduce all reports and data produced and delivered under this MOA. BHSOAC further reserves the right to authorize others to use or reproduce such materials.

If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

#### 18. DISPUTE RESOLUTION

Both Parties will make a good-faith effort to resolve any disputes between them related to this MOU through informal means.

While the informal dispute process is pending, BCHD shall proceed diligently with its performance under the Agreement.

#### 19. AUTHORITY

Each of the Parties represents and warrants that the person entering this MOA on behalf of such Party is duly authorized to enter this MOA on behalf of the Party.

#### 20. PUBLIC RECORDS ACT

This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 et seq. Under a Public Records Act Request, BCHD may be required to provide information regarding any aspect of this Agreement to BHSOAC. Under the PRA, medical records, data and any other information in the custody of the BHSOAC are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.

#### 21. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### 22. SURVIVAL

The following terms and conditions in this MOA shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Governing Law, Indemnification, Public Records Act, and Publication and Reports.

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IN WITNESS WHEREOF, the parties have executed this MOA and the signatures of the individuals below affirm that they are duly authorized to commit and bind their respective organizations to the terms and conditions set forth in this MOA.

allcove Beach Cities/BCHD

COUNTY OF LOS ANGELES

Ву

Tom Bakaly Chief Executive Officer Redondo Beach, CA By\_\_\_\_\_

Lisa H. Wong, Psy.D. Director of Mental Health Los Angeles, CA

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

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

#### EXHIBIT A STATEMENT OF WORK

#### 1.0 INTRODUCTION

In June 2024, BCHD applied for the Mental Health Student Services Act (MHSSA) 004 from the State of California's Behavioral Health Services Oversight and Accountability Commission (BHSOAC). As such, the funding from MHSSA-004 will allow BCHD to expand the Supported Education and Employment Service Program, a core service stream, at allcove BCHD. The Supported Education and Employment Service stream offers a menu of employment and education related workshops with the goals of supporting young people to build skills, network with their peers and access resources relevant to their employment and educational goals. This includes building interpersonal and educational/professional skills, resume building, job and volunteer search workshop, purpose workshop, vision board creation and more.

## 2.0 SERVICES TO BE PROVIDED

BCHD shall provide the following Supported Education and Employment services:

- 2.1 Supported Education Services shall consist of one-on-one counseling and/or group workshops based on the youth's needs. Services and supports shall include, but are not limited to:
  - 2.1.1 Engaging middle school aged youth in conversations about their school experience, in both one-on-one counseling sessions and group workshops, especially relating to their social interactions and their upcoming transition to high school.
  - 2.1.2 Supporting youth in high school in both one-on-one counseling sessions and group workshops by engaging with them in a discussion about their high school degree or equivalency (GED) progress. Discuss the differences between a diploma and equivalent certificates (GED/CHSPE), if a young person is struggling with the traditional academic environment.
  - 2.1.3 Providing individual support and guidance for re-enrollment in high school, if needed, and develop a graduation plan with a transition plan into a post-secondary or employment setting.
  - 2.1.4 Supporting students exploring college and career pathways by creating youth-led conversations during group workshops related to goals that draw from their educational and personal experience (financial goals/limitations, cultural and familial perspectives, postgraduation career goals, mental health needs, etc.).
  - 2.1.5 Providing one-on-one college access education and support to youth

who are preparing for enrolling in a community college, university, vocational training program or non-traditional secondary education program.

- 2.2 Support for Employment Services shall consist of one-on-one counseling sessions and/or group workshops based on the youth's needs. Services and supports shall include, but are not limited to:
  - 2.2.1 Supporting the young person in expressing their employment goals by sharing the "why" behind wanting to work to help understand and develop their goals (short and long term) in their own words.
  - 2.2.2 Partnering with the youth in making steps towards their goal at their own pace, helping them keep in mind important dates like application deadlines.
  - 2.2.3 Encouraging discussions around "feelings" about their employment experiences to uncover barriers and fears that may be helpful to identify and offer support with (like transportation issues, not having enough work clothes, needing a specific job skill to get a raise or more desirable position, etc.).
  - 2.2.4 Sharing resources with youth relevant to the expectations for the vocational program, help them engage in researching career pathways and support their orientation/enrollment process, if interested.
  - 2.2.5 Supporting youth with job related issues like unexpected loss of employment, job safety/work related stress and finding a job (who is hiring).
  - 2.2.6 Introducing youth to education around career pathway resource(s) and sharing with them how to use these resources if they want to start the process of choosing or changing career pathways.
  - 2.2.7 Connecting interested youth to the appropriate technical/vocational organization to help them learn more about opportunities to "skill build" to increase their ability to make a livable wage, which can help youth create financial stability needed to further their personal and professional goals.
- 2.3 Outreach and engagement for Supported Education and Employment services shall include, but are not limited, to the following:
  - 2.3.1 Promoting services through outreach and engagement at local schools, partner organizations, community events, and multi-faceted communication channels.
  - 2.3.2 Outreaching to parent and teacher organizations. Parent and family

workshops will be offered such as supporting in college applications, applying for financial aid, and more.

- 2.3.3 Conducting education and employment school assemblies to introduce services and promote one-on-one counseling sessions and group workshops.
- 2.4 Partnership Development for Supported Education and Employment services shall include:
  - 2.4.1 Developing relationships with local workforce development organizations and vocational/technical schools to provide access to a career and technical education (CTE) pathway for young people who are interested in learning more.

## 3.0 PERSONS TO BE SERVED

#### 3.1 Target Population

BCHD Supported Education and Employment services shall target youth between the ages of 12-25 with mild to moderate needs who are receiving services from allcove BCHD and/or who attend one of the following consortium of South Bay school districts:

- 3.1.1 Centinela Valley Union High School District
- 3.1.2 Da Vinci Schools (Charters)
- 3.1.3 El Segundo Unified School District
- 3.1.4 Hawthorne School District
- 3.1.5 Hermosa Beach City School District
- 3.1.6 Lennox School District
- 3.1.7 Manhattan Beach Unified School District
- 3.1.8 Palos Verdes Peninsula Unified School District
- 3.1.9 Redondo Beach Unified School District
- 3.1.10 Torrance Unified School District

## 3.2 Numbers to be Served

- 3.2.1 For the term of the contract, BCHD shall serve the following:
  - 3.2.1.1 A total of 5,000 duplicated youth will be provided supported education and employment services for the contract period including one-on-one counseling, group workshops and school assemblies.
  - 3.2.1.2 A total of unduplicated 1,667 youth will be provided with one-on-one counseling sessions, group workshops and school assemblies every year.

## 4.0 **RESPONSIBILITIES**

# 4.1 DMH Responsibilities:

- 4.1.1 Designate a DMH Project Manager responsible for the oversight of this program.
- 4.1.2 Ensure all applicable policies and guidelines from BHSOAC are provided to the BCHD Program Manager.
- 4.1.3 Monitor and evaluate BCHD's performance under this MOA utilizing data submitted by BCHD through quarterly reports.
- 4.1.4 Identify deficiencies that may place the performance of this MOA in jeopardy and require that BCHD initiate corrective action measures.
- 4.1.5 Retain on file, copies of all notices sent to BCHD that pertain to this MOA.
- 4.1.6 Coordinate collaborative meetings and identify additional resources to increase access to services and resources.
- 4.1.7 Reimburse BCHD for services based on DMH approved quarterly invoices.

## 4.2 BCHD Responsibilities:

- 4.2.1 Designate an BCHD Project Program Manager responsible for oversight of this program.
- 4.2.2 Designate a staff person to serve as the BCHD liaison to DMH.
- 4.2.3 Provide DMH a program description outlining individualized services and goals per site before implementation.
- 4.2.4 Coordinate quarterly meetings between DMH and BCHD Project Manager and/or liaison(s) to discuss implementation issues.
- 4.2.5 Deliver the services of the BCHD as outlined in this MOA to the target population.
- 4.2.6 Maintain and provide, upon request of DMH, supportive documentation for all invoices submitted for reimbursement (i.e., receipts, payroll records, etc.).

- 4.2.7 Participate in quarterly check-in meetings with the BHSOAC.
- 4.2.8 BCHD will ensure that its performance under this MOA shall support the County's obligation to meet the terms and conditions contained in Exhibit D (Grant Agreement).

# 5.0 DELIVERABLES

- 5.1 BCHD shall develop and implement a program to support the delivery of new or expanded priority services funded by MHSSA for the school districts in its Partnership. Details of this Program process shall be submitted to DMH for submission to the Commission in the Progress Reports, and a summary will be included in the Final Report at the end of Grant Year Three. BCHD shall provide the following:
  - 5.1.1 One-on-one counseling sessions: 100 each year
  - 5.1.2 Group workshops: 3 per quarter for a total of 12 per year
  - 5.1.3 School assemblies: 3 per quarter for a total of 12 per year
  - 5.1.4 Outreach and engagement activities: 24 each year.
  - 5.1.5 Education and employment sessions, events and workshops shall be delivered on school campuses across the South Bay school districts for middle and high school students as well as at allcove Beach Cities.
  - 5.1.6 The expansion of Supported Education and Employment will also support efforts to improve access to care, including mental health care. The Supported Education and Employment Coordinator (SEEC) will convene with the South Bay Schools Collaborative, including holding quarterly meetings to support these efforts.
  - 5.1.7 The SEEC and Youth Engagement Coordinator (YEC) shall refer participating youth to the allcove center and its additional core services streams and/or other needed resources and supports, including but not limited to:
    - Mental Health
    - Physical Health
    - Substance Use
    - Peer and Family Support
    - Life Skills and Wellness

# 6.0 DATA COLLECTION AND OUTCOMES

- 6.1 As a result of the supported education and employment services, youth will report an increase in awareness of education and employment pathways. Outcomes will be measured through Datacove, a centralized data platform specifically for allcove centers to improve the delivery of integrated care. It will track youth outcome progressions and service provision to provide quality care in youth. The evaluation is also intended to support ongoing quality improvement efforts evaluate how youth benefit from allcove BCHD and its services. The minimum data set will include:
  - Engagement information,
  - Demographics,
  - Screening tools,
  - Youth end of visit satisfaction survey, and
  - Provider end of visit form.
- 6.2 At the end of each one-on-one counseling session, youth will complete an end of visit satisfaction survey (Exhibit 1).
- 6.3 In addition to information collected through Datacove, BCHD shall provide the following data to DMH on a quarterly basis:
  - 6.3.1 Aggregated counts of the number of individuals served.
  - 6.3.2 Numbers served/reached for education services and employment services.
  - 6.3.3 Number of one-on-one counseling sessions, which will be collected from Electronic Health Record system, Penelope.
  - 6.3.4 Number of group workshops and attendees, which will be collected from sign-in sheets. Copies of the sign-in-sheets must be retained and made available to DMH upon request.
  - 6.3.5 Number and type of outreach and engagement activities/events/workshops/assemblies provided on school campus and/or allcove locations for both youth and guardians, which will be collected from sign-in sheets.
  - 6.3.6 Complete end of visit satisfaction surveys using a rating scale in Datacove to improve client engagement and resource offerings.
  - 6.3.7 Number of education and employment assistance partnerships strengthened and formalized.

- 6.3.8 Number of referrals and linkages to mental health services.
- 6.3.9 Number of referrals and linkages (and types of linkages made) to the allcove center and its additional core services streams and/or other needed resources and supports.
- 6.3.10 Outcomes: As a result of allcove BCHD programming, it is anticipated that there will be an increase in protective factors, these include an increase in the following protective factors depending on the nature of program participation (this will be demonstrated through pre/post, single/one-time event, and/or satisfaction outcomes measure tools approved by DMH):
  - 6.3.10.1 Access to Care and Mental Health Care
  - 6.3.10.2 Social Supports/Connectedness
  - 6.3.10.3 Interpersonal Skills
  - 6.3.10.4 Educational Skills
  - 6.3.10.5 Employment Skills
  - 6.3.10.6 Confidence/Sense of Belonging
  - 6.3.10.7 Emotional Resilience
  - 6.3.10.8 Problem Solving Skills
- 6.3.11 Participant demographic characteristics such as:
  - Age,
  - Current Gender Identity,
  - Disability,
  - Ethnicity,
  - Gender Assigned at Birth,
  - Primary Language,
  - Race,
  - Sexual Orientation,
  - and
  - Other demographic information required by the state
- 6.4 Progress Report

On a quarterly basis, BCHD shall report on the development and implementation of the Supported Education and Employment program. The Progress Report shall be submitted using the template provided by BHSOAC and shall include, but not be limited to the following:

6.4.1 List of major program goals/objectives that are clearly defined, specific, and measurable.

- 6.4.2 Status on which goals/objective have been accomplished.
- 6.4.3 Barriers and challenges to development and/or implementation of the program and action plans to resolve them.
- 6.4.4 Report on status of hiring staff/contractors, as well as retention of those staff.
- 6.4.5 For projects that provide individual mental health services, BCHD shall include aggregate counts of the number of students served and their demographic characteristics.

## 7.0 Performance Based Criteria

The following performance-based criteria will be utilized to measure allcove BCHD's fulfillment of grant deliverables.

Performance Based Criteria	Methods of Data Collection	Performance Targets
Education and Employment Services Support	Utilization data	This includes the number of young people enrolled in the service stream and total number of visits for each month (1-1 sessions and group workshops).
Case Management	Satisfaction Survey	Completed after individual session or workshop to improve client engagement and resource offerings.
Education and Employment Assistance Partnerships	Referral and outreach inventory	Create and maintain an inventory for education support and employment assistance available locally.
Outreach and Engagement	Number and type of event/ workshops delivered	Track activities/ event/workshops/assemblies and school assemblies delivered at allcove locations and school campuses.

## 8.0 DATA AND INVOICE SUBMISSION

8.1 BCHD shall provide data based as outlined in Table 1 below:

Table 1					
Data Required	Report Form	Submission Dates			
Progress Report	BHSOAC Template	Quarterly on the following dates: September 22 <sup>nd</sup> December 22 <sup>nd</sup> March 22 <sup>nd</sup> June 22 <sup>nd</sup>			
Data Report	BHSOAC Template	TBD			
Bi-Annual Program and Evaluation Data	Report Template	Bi-annual			

8.2 BCHD shall submit invoices on a quarterly basis as outlined in Table 2 below:

Table 2	
Quarterly Invoice	Invoice Due Date
July-September	October 15
October-December	January 15
January- March	April 15
April-June	July 15

## 9.0 BUDGET

MHSSA grant funding shall be utilized for prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth.

- 9.1 Allowable costs utilizing MHSSA funding includes the following:
  - 1. Personnel costs, including stipends and certification costs.
  - 2. Other costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
  - 3. Facilitating linkages and access to ongoing and sustained services, including:
    - a. Services provided on school campuses,
    - b. Suicide prevention services,
    - c. Drop-out prevention services,
    - d. Outreach to high-risk youth and young adults, including, but not

limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school.

- e. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
- 9.2 BCHD will hire staff and subcontract with a service provider. The budget is outlined in Addendum A.

## 9.2.1 Staffing

Beach Cities will hire a 0.75 FTE for the Supported Education and Employment Coordinator (SEEC) and a 0.25 FTE for the Youth Engagement Coordinator (YEC) to provide supports and services under the MHSSA grant funding. A subcontractor will be funded by local match from BCHD and other grant dollars.

The SEEC will serve as the primary liaison between Beach Cities, the school consortium, and community partners. The SEEC and the Youth Engagement Coordinator will be responsible for providing youth support working closely with other staff to provide comprehensive coordinated care. The SEEC will work alongside the subcontracted Supported Education and Employment Service Provider.

- 9.2.1.1 The SEEC duties shall include the following:
  - 9.2.1.1.1 Welcome, partner and advocate for youth as they engage with services at the center.
  - 9.2.1.1.2 Utilize motivational interviewing and other evidence-based interventions to foster youth focused conversations to help guide them into goal-setting conversations.
  - 9.2.1.1.3 Offer academic advocacy, skill building, and placement support, including addressing student issues related to remote learning and hybrid-learning environments.
  - 9.2.1.1.4 Offer one-on-one and group employment and educational coaching sessions.

- 9.2.1.1.5 Work closely with Center's clinical and administrative staff as a member of the care team serving youth.
- 9.2.1.1.6 Collect and maintain up-to-date library mental health, education, and employment resources available to youth.
- 9.2.1.1.7 Respond to suggestions or needs expressed by the allcove Youth Advisory Group, Community Consortium, and other key stakeholders.
- 9.2.1.1.8 Collect data as needed for evaluation purposes.
- 9.2.1.1.9 Complete project related administrative and budgetary responsibilities as needed.
- 9.2.1.1.10 Build relationships with local school and employer contacts, forging partnerships to benefit youth accessing the center.
- 9.2.1.1.11 Develop and maintain positive community business relationship to help match young people to jobs in their communities.
- 9.2.1.1.12 Maintain client confidentiality and high ethical standards, as prescribed by the allcove policies and procedure manual.
- 9.2.1.1.13 Utilize knowledge base and traumainformed and healing centered approached that support youth needs from a cultural, social, and identity perspective that fosters the development of self-sustaining strategies for developing coping skills from a resiliency perspective.
- 9.2.1.2 The YEC duties shall include the following:
  - 9.2.1.2.1 Provide youth outreach, community awareness and engagement, while also ensuring youth voice in all stages of program development and implementation.

- 9.2.1.2.2 Develop, implement and review the allcove community engagement plan and strategies which actively involve young people throughout the greater South Bay. Engage young people, allcove staff and relevant stakeholders in the development and activation of the community engagement plan.
- 9.2.1.2.3 Liaise with key stakeholders including school and community leaders, elected officials and other youth-serving organizations to provide education and advocacy.
- 9.3 Subcontracting

BCHD will subcontract a Supported Education and Employment Service Provider (SEESP). The SEESP is currently providing services to allcove Beach Cities. Hours will be expanded under this agreement. The SEESP will work in partnership with the SEEC and Youth Engagement Coordinator. Duties shall include the following:

- 9.3.1 Provide supports related to college preparation, vocational programs, school reentry or non-traditional secondary education programs.
- 9.3.2 Provide individualized career coaching (e.g. support with job search, resume, interviewing).
- 9.3.3 Host events for youth including but not limited to: resume building, job and volunteer search workshops, purpose workshops, creating vision boards.

#### 10.0 FUNDING & PAYMENT PROVISIONS

- 10.1 DMH will establish an annual funding amount to provide MHSSA Grant funding for the allcove Beach Cities project as indicated in Addendum A (BCHD Budget).
- 10.2 Funding in the second and third year of this Agreement is contingent upon: (a) changes in the availability of funds from the Behavioral Health Services Oversight and Accountability Commission (BHSOAC), (b) an acceptable level of performance as evidenced by DMH monitoring of Performance Based Criteria listed in Section 7.0 of this SOW (c) receipt of quarterly

outcomes, (d) receipt of quarterly financial reports.

- 10.3 DMH shall reimburse BCHD the costs for services provided to the Supported Educational and Employment students under this MOA from funds DMH has allocated for services to allcove Beach Cities based on funding availability.
- 10.4 Decreases in workload that result in any decrease in funding may be made upon mutual agreement of the parties and memorialized through a formal amendment as provided in Section 4.0 Amendment of the MOA.
- 10.5 Reimbursement to allcove Beach Cities will be based on review and approval of invoices. Reimbursement will be provided on a quarterly basis within 30 days of the approved invoice. Reimbursement to allcove Beach Cities for services provided in June will be billed in accordance with the <u>Auditor-Controller Fiscal Year Closing Instruction</u> deadline, and paid within 30 days of the approved invoice.
  - 10.5.1 Receipts for any items purchased (labelled as "program expenses" on the budget) shall be retained by allcove Beach Cities and made available upon request of DMH or in the event of an audit.
- 10.6 Reimbursement claims must be submitted using Addendum B (Invoice), each quarter as outlined in Section 8.0 Data and Invoice Submission, Table 2.
- 10.7 Invoices for services rendered under this MOA shall be electronically submitted to:

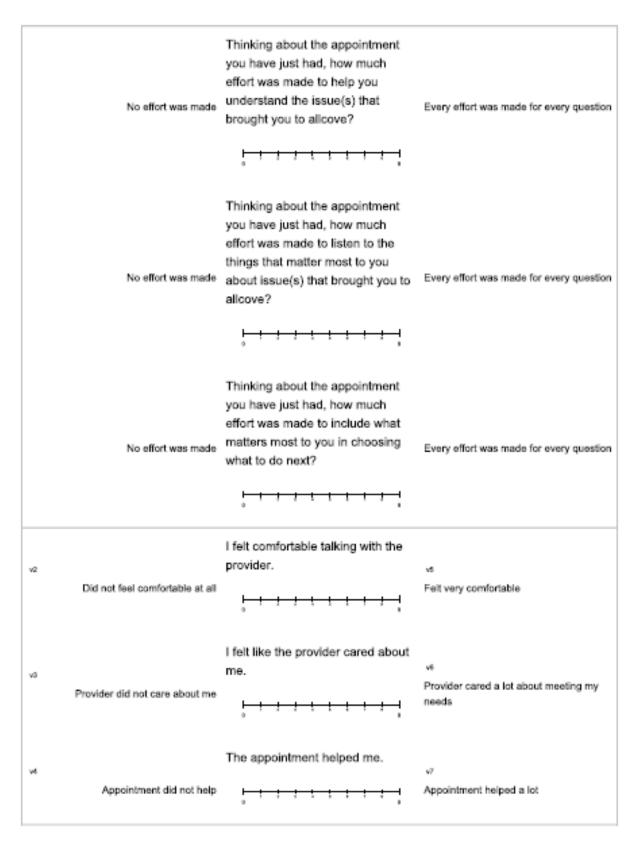
Accounts Payable at <u>apseuinquiry@dmh.lacounty.gov</u>

- 10.8 Services and/or deliverables must be approved by the BHSOAC before an invoice is submitted for payment.
- 10.9 All invoices submitted for payment must have the written approval of DMH's Program Manager prior to any payment thereof. In no event shall DMH be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 10.10 In the event of BHSOAC audit exceptions that result in fiscal sanction or claim disallowance that arise out of this MOA, allcove Beach Cities shall be liable for any sanctions or disallowed costs.
- 10.11 At the end of the contract term, unexpended grant funds will be required to remit back to BHSOAC.

EXHIBIT 1

#### **EXHIBIT A (STATEMENT OF WORK)**

#### ALLCOVE BCHD SATISFACTION SURVEY



# EXHIBIT B (DMH ADMINISTRATION)

# NAME: MHSSA SUPPORTED EDUCATION AND EMPLOYMENT

# DIRECTOR OF MENTAL HEALTH (SIGNATORY):

Name:	Lisa H. Wong, Psy.D.
Title:	Director
Address:	510 S. Vermont Avenue
City, State, Zip:	Los Angeles, CA 90020
Telephone:	(213) 947-6670
E-mail Address:	LWong@dmh.lacounty.gov
PROJECT MANAG	GER:
Name:	Kanchana Tate, LCSW
Title:	Mental Health Program Manager II
Address:	510 S. Vermont Avenue, 22 <sup>nd</sup> FI.
City, State, Zip:	Los Angeles, CA 90020
Telephone:	(213) 943-9765
E-mail Address:	KTate@dmh.lacounty.gov
PROGRAM LEAD	
Name:	Monique Gooding-Bacchus, LCSW
Title:	Health Program Analyst II
Address:	510 S. Vermont Avenue
City, State, Zip:	Los Angeles, CA 90020
Telephone:	(213) 943-9736
E-mail Address:	MGooding@dmh.lacounty.gov

# EXHIBIT C (BEACH CITIES ADMINISTRATION)

#### NAME: MHSSA SUPPORTED EDUCATION AND EMPLOYMENT

# (SIGNATORY):

Name:	Tom Bakaly		
Title:	Chief Executive Officer		
Address:	1200 Del Amo Street		
City, State, Zip:	Redondo Beach, CA 90277		
Telephone:	(213) 374-3426		
E-mail Address:	Tom.Bakaly@bchd.org		
PROJECT MANAGER:			
Name:	Ali Steward		
Title:	Chief Partnership Development Officer		
Address:	1200 Del Amo Street		
City, State, Zip:	Redondo Beach, CA 90277		
Telephone:	(310) 697-6226		
E-mail Address:	Ali.Steward@bchd.org		

# ADDENDUM A (BUDGET)

# BEACH CITIES HEALTH DISTRICT MENTAL HEALTH STUDENT SERVICES ACT

EXPENDITURES		Grant Year 1 2025 - 6/30/2026)	(7/	Grant Year 2 1/2026 - 6/30/2027)	(7/1	Grant Year 3 /2027 - 3/31/2028)		Total
Support Education & Employment Coordinator	<u>^</u>	50.040	<u>^</u>	54.045	<u>^</u>	11.107	•	
(0.75 FTE)	\$	53,316	\$	54,915	\$	41,187	\$	149,418
Youth Engagement Coordinator (0.25 FTE)	\$	17,772	\$	18,305	\$	13,729	\$	49,806
Subtotal: Personnel Services Salaries	\$	71,088	\$	73,220	\$	54,916	\$	199,224
Personnel Services Benefits	\$	14,212	\$	14,644	\$	10,784	\$	39,640
Total Personnel Services (salaries & benefits)	\$	85,300	\$	87,864	\$	65,700	\$	238,864
		SUBCONTRA	CTOF	र				
Supported Education & Employment Service Provider Salary	<b>•</b>	40.000	<b>*</b>	40.000	•	10.000	*	40,000
	\$	18,000	\$	18,000	\$	12,000	\$	48,000
Subtotal: Contracted Services	\$	18,000	\$	18,000	\$	12,000	\$	48,000
Total Personnel and Contracted Services	\$	103,300	\$	105,864	\$	77,700	\$	286,864
PROGRAM EXPENSES								
Laptop, Software, Hardware, Travel	\$	6,000	\$	1,136			\$	7,136
Supported Education Workbooks and Program								
Supplies	\$	2,700	\$	2,000	\$	1,300	\$	6,000
Program Expenses Total	\$	8,700	\$	3,136	\$	1,300	\$	13,136
TOTAL OPERATIONAL COSTS								
Total Program Costs before Administration	\$	112,000	\$	109,000	\$	79,000	\$	300,000
GRAND TOTAL	\$	112,000	\$	109,000	\$	79,000	\$	300,000

# ADDENDUM B (INVOICE)

# LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH MENTAL HEALTH STUDENT SERVICES ACT GRANT AWARD

Attention: Kanchana Tate, LCSW	<u>Check One</u>	<u>Check One</u>		
Submit invoices to:				
Department of Mental Health, Accounts Payable	☐ July 2025 – June 2026	🗖 Q1		
510 s Vermont Ave., 15 <sup>th</sup> Fl	□ July 2026 – June 2027	🗖 Q2		
Los Angeles, CA 90020	☐ July 2027 – Mar 2028	□ Q3		
APSEUInquiry@dmh.lacounty.gov		∐ Q4		

	Costs
Expenditure	
Personnel	
Support Education & Employment Coordinator Salary	
Youth Engagement Coordinator Salary	
Personnel Benefits	
Subcontractor	
Supported Education & Employment Provider	
Program Expenses	
Laptops, hardware, Software	
Supported Education Workbook and Program Supplies	
Total	

Please address any questions to:	Please send payment to:	
Ali Steward	Tiffany Amith	
Chief Partnership Development Officer	Operations Coordinator	
1200 Del Amo St., Redondo Beach, CA 90277	1200 Del Amo St., Redondo Beach, CA 90277	
Phone 310-697-6226	(213) 519-4565	
<u>Ali.Steward@bchd.org</u>	<u>Tiffany.Amith@bchd.org</u>	

allcove BCHD Approver:

Signature

Date

DMH Approver: