



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: June 11, 2025

TIME: 9:00 a.m. - 11:00 a.m.

MEETING CHAIR: Tyler Cash, 5th Supervisorial District

CEO MEETING FACILITATOR: Atineh Sapanian

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

THIS WEEK'S MEETING WILL ONLY BE HELD VIRTUALLY

~~To participate in the meeting in person, the meeting location is:~~

~~Kenneth Hahn Hall of Administration~~

~~500 West Temple Street~~

~~Los Angeles, California 90012~~

~~Room 140~~

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 880 681 649# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DHS/DPW:** Nurse Call System Replacement Project Award Consultant Services Agreements.

III. **Presentation Item(s):**

- a. **CEO:** Fiscal Year 2025-26 Final Changes Budget Recommendations
 - Health Services
 - Mental Health
 - Public Health
- b. **DMH:** 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
- c. **DMH:** Approval to Execute a New Sole Source Participation Agreement with the California Mental Health Services Authority for the Development and Implementation of an Online Media Campaign to Promote Career Opportunities within the Public Mental Health System

IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.

VI. Public Comment

VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE HEALTH AND MENTAL HEALTH SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

HEALTH_AND_MENTAL_HEALTH_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/11/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Los Angeles General Medical Center Nurse Call System Replacement Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$160,000	Funding source: Department of Health Services operating budget.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to execute consultant services agreements for stipend payments.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 28, 2023, two Design-Build proposals were received for this project. However, due to budget constraints the project was placed on hold. Since the proposal met the requirements of the Request for Proposals, the two proposers are eligible for the stipend.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: No project will result from the recommended actions at this time.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

July 15, 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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
NURSE CALL SYSTEM REPLACEMENT PROJECT
AWARD CONSULTANT SERVICES AGREEMENTS
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to award and execute consultant services agreements for the proposed Los Angeles General Medical Center Nurse Call System Replacement Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.
2. Delegate authority to the Director of Public Works or his designee to execute consultant services agreements for the stipend amount of \$80,000 each with the two proposers that met the eligibility criteria in the Request for Proposals for the proposed Los Angeles General Medical Center Nurse Call Replacement Project, The PENTA Building Group, LLC, and Kemp Bros. Construction, Inc., enabling the

County to use all design and construction ideas and concepts included in their proposals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will allow Public Works to execute consultant services agreements to pay stipends for the proposed Los Angeles General Nurse Call System Replacement Project Design-Build (D-B) solicitation.

Background

The existing nurse call system at the Los Angeles General Medical Center has reached the end of its useful service life and replacement parts have become difficult to obtain and at times no longer available to make repairs to the system when necessary. The system also requires replacement to become compliant with current code and accreditation requirements of The Joint Commission. To address the aging nurse call system, the Los Angeles General Nurse Call System Replacement Project was envisioned to include the installation of a new nurse call and code blue system, including new infrastructure cabling to all patient beds and nurse stations. The new system would also provide advanced communications, integrated reporting, and allow each nursing station to customize the system in their area to provide the features and functions that will best serve staff and patient needs.

Design-Build Solicitation

The scoping documents were prepared by a Board-approved, on-call architectural/engineering firm. Public Works issued a request for proposals for D-B services to complete the design and construction of the project. Two proposals were received by qualified proposers on June 28, 2023; however, the proposed project was placed on hold after the solicitation process was completed because the proposals exceeded the project funding available. Since the proposers submitted qualifying and responsive proposals, they are eligible to be awarded the stipend amount of \$80,000 each.

The project work scope that was proposed included the use of Hillrom equipment as a sole-sourced nurse call manufacturer for the nurse call replacement system. In an effort to create more favorable market conditions, the project is being reexamined to find cost efficiencies by removing the sole sourcing of the nurse call system equipment and minimizing work space phasing throughout the hospital among other changes, to allow for a more competitive proposal process in a potential future solicitation.

FISCAL IMPACT/FINANCING

The Department of Health Services (DHS) has already paid \$842,000 for preliminary assessment and scoping document fees. Approval of the recommended actions will allow them to pay the stipend in a combined total amount of \$160,000 through the DHS operating budget. Funding is included in their Fiscal Year 2025-26 Final Budget. There is no net County cost impact associated with the recommended actions.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the State Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed actions to award consultant services agreements are administrative activities of government, which will not result in direct or indirect physical change to the environment. Appropriate findings under CEQA will be recommended if a project is proposed in the future.

CONTRACTING PROCESS

The D-B procurement for the proposed project was conducted in accordance with the D-B policy adopted by the Board on June 4, 2016.

On January 31, 2023, Public Works issued a Request for Proposal (RFP) for D-B services. The first phase of the RFP process was the submittal of a Prequalification Questionnaire (Part A) by all interested D-B firms. On March 15, 2023, two were received for evaluation. They were reviewed by an evaluation committee made up of members from Chief Executive Office, DHS, and Public Works. Based on the review and evaluation of the prequalification questionnaires, both firms were determined to be qualified. In accordance with the shortlisting requirements in the RFP, the two firms were shortlisted and invited to submit technical and Cost Proposals (Part B) for the project.

On June 28, 2023, two shortlisted D-B firms submitted technical and cost proposals for evaluation. The technical and cost proposals were evaluated by the evaluation committee members based on technical design and construction expertise, proposed delivery plans, schedule, price, life cycle costs, Community Workforce Agreement Compliance, Local and Targeted Worker Hiring Program, design excellence, and D-B team personnel and organization. Both technical proposals met the intent, program, and base Scope of Work as defined in the final scoping documents, and the evaluations were completed without regard to race, creed, color, or gender. Due to the reasons stated earlier, the D-B solicitation was concluded without a recommendation for award of a D-B agreement.

The Honorable Board of Supervisors
July 15, 2025
Page 4

Both proposers obtained a score of at least 65 percent of the total available points for the technical proposal of the Part B Proposal, thus are eligible for a stipend. In accordance with the County's D-B policy, PENTA and Kemp Bros., may be provided with an \$80,000 stipend each in exchange for their efforts expended on the proposal and the benefit received by the County from their submittal.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:cg

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)

Changes from the 2025-26 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
HEALTH SERVICES					
2025-26 Recommended Budget	10,825,906,000	368,641,000	9,177,487,000	1,279,778,000	27,650.0
1. Housing for Health: Reflects new Measure A funding, as well as adjustments to Measure H and Homeless Housing Assistance Prevention Program funding, as approved by the Board on March 25, 2025, to support Housing for Health programs. Also includes 4.0 new positions for the Permanent Housing program administration, offset by the deletion of 5.0 positions for the Jail-in-Reach program due to discontinued Measure H funding for this program.	23,559,000	(12,481,000)	36,040,000	--	(1.0)
2. LA General Medical Center – Medical School Affiliation Agreement (MSAA): Primarily reflects a reduction in the physician services provided to the LA General Medical Center under the MSAA with the University of Southern California, which will be replaced by the net addition of 5.0 positions.	(2,445,000)	--	(278,000)	(2,167,000)	5.0
3. One-Time AB 109 Public Safety Realignment Revenue: Reflects additional AB 109 funding to expand harm reduction services, upgrade computer workstations at Integrated Correctional Health Services, and fund employee benefits cost increases for program staff.	1,311,000	--	1,311,000	--	--
4. Capital Projects: Reflects one-time adjustments to various capital projects.	9,405,000	--	--	9,405,000	--
5. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	1,979,000	--	--	1,979,000	--
6. Other Position Changes: Reflects various position classification changes, as well as the transfer of STAR Clinic positions from the Community Programs budget unit to the Ambulatory Care Network budget unit.	1,059,000	--	--	1,059,000	(1.0)
7. Ministerial Changes: Primarily reflects increases in insurance costs, judgments and damages, utility costs, and Board-approved contracts.	70,061,000	5,646,000	3,744,000	60,671,000	--
8. Fund Balance and Operating Subsidies: Reflects the use of prior-year fund balance and adjustments to the operating subsidy allocations to the hospital enterprise funds.	61,313,000	--	132,259,000	(70,946,000)	--
Total Changes	166,242,000	(6,835,000)	173,076,000	1,000	3.0
2025-26 Final Changes	10,992,148,000	361,806,000	9,350,563,000	1,279,779,000	27,653.0

Changes from the 2025-26 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MENTAL HEALTH					
2025-26 Recommended Budget	4,165,626,000	152,967,000	3,939,874,000	72,785,000	7,583.0
1. Housing Capital Projects – Community Care Expansion Preservation Program: Reflects the addition of one-time Mental Health Services Act (MHSA) funding to support capital improvements for existing adult and senior care facilities, which will support the goal of preserving licensed residential facility bed capacity.	20,000,000	--	20,000,000	--	--
2. Housing Capital Projects – Homekey+: Reflects the addition of one-time MHSA funding to support capital subsidies for the Homekey+ program, which is expected to support the development of more than 300 permanent supportive housing beds for individuals suffering from mental illness who are at-risk of or experiencing homelessness.	35,567,000	--	35,567,000	--	--
3. Program Support: Reflects the net addition of 13.0 positions to provide the program resources needed to support operational effectiveness, which primarily includes support for various housing programs.	2,992,000	--	2,992,000	--	13.0
4. Central Administrative Support: Reflects the addition of 74.0 positions to provide the central administrative resources needed to support the overall mission of the Department, which primarily includes the recognition of critical human resources positions that were previously approved by the Board on December 17, 2024, as mid-year allocations.	12,864,000	--	12,864,000	--	74.0
5. Operating Costs: Reflects various adjustments to more closely reflect anticipated funding and expenditure levels, which primarily includes reductions in services and supplies appropriation to support budget right-sizing efforts.	(49,072,000)	--	(49,072,000)	--	--
Total Changes	22,351,000	0	22,351,000	0	87.0
2025-26 Final Changes	4,187,977,000	152,967,000	3,962,225,000	72,785,000	7,670.0

Changes from the 2025-26 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC HEALTH					
2025-26 Recommended Budget	1,853,322,000	98,070,000	1,501,348,000	253,904,000	5,661.0
1. Net County Cost Curtailment Placeholder	--	--	--	--	(13.0)
Realignment: Reflects a realignment of the services and supplies placeholder included in the FY 2025-26 Recommended Budget and reallocates it to various contracted services and the deletion of 13.0 vacant positions.					
2. Rental Housing and Habitability (RHH): Reflects the addition of 14.0 positions to support various programmatic and operational needs within the RHH program.	2,181,000	--	2,181,000	--	14.0
3. Ministerial Changes: Reflects various adjustments on a ministerial level to meet operational needs including changes to other County department costs and the deletion of 26.0 vacant positions to realign appropriation to meet programmatic needs in the Child Health and Disability Prevention and Public Health Nursing Early Intervention programs.	874,000	1,805,000	(931,000)	--	(26.0)
4. Gender-Based Violence (GBV): Reflects the reversal of ongoing funding included in the FY 2025-26 Recommended Budget for the GBV program.	(1,650,000)	--	--	(1,650,000)	--
5. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits.	110,000	--	49,000	61,000	--
Total Changes	1,515,000	1,805,000	1,299,000	(1,589,000)	(25.0)
2025-26 Final Changes	1,854,837,000	99,875,000	1,502,647,000	252,315,000	5,636.0

DRAFT**BOARD LETTER/MEMO
CLUSTER FACT SHEET**☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	6/11/2025	
BOARD MEETING DATE	7/8/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Approval to enter into a Grant Agreement with the State of California, Behavioral Health Services Oversight and Accountability Commission (BHSOAC) and authority to execute a new memorandum of agreement with Beach Cities Health District (BCHD)	
PROGRAM	Prevention Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	7/8/2025	
COST & FUNDING	Total cost: \$300,000	Funding source: Mental Health Student Services Act (MHSSA) Grant award
	TERMS (if applicable): July 1, 2025 – March 31, 2028	
	Explanation: FY 2025-26: \$112,000, FY 2026-27: \$109,000, and FY 2027-28: \$79,000	
PURPOSE OF REQUEST	To allow DMH to enter into a grant agreement with the State BHSOAC and to accept the \$300,000 MHSSA Grant; and to allocate the funds through a newly executed MOA with BCHD for the expansion of its allcove Beach Cities' Supported Education and Employment Services Program.	
BACKGROUND (include internal/external issues that may exist including any related motions)	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. As such, the funding from MHSSA will allow BHCD 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.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Improve Outcomes and Intervene & Prevent. BCHD is a healthcare district that operates the allcove Beach Cities Program focused on preventive health. allcove provides programs and services that prioritize youth-centered care co-designed with youth. 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. Grant	

	<p>funding will be used to expand BCHD's Supported Education and Employment Services program which targets youth between the ages of 12-25 at select school districts in the South Bay. The aim of the program is to support the youth to build skills, network with their peers and access resources relevant to their employment and educational goals.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: This Board Letter supports Board Priorities #2 Alliance for Health Integration, and #9 Poverty Alleviation Initiative. BCHD provides youth with access to needed support when identified, including mental health (i.e. evidence based short-term services such as counseling, support groups), physical health (i.e. regular physical exams including reproductive health, immunization, vision, and hearing), support for substance use, and it strengthens youth pathways to academic and career services.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Robert Byrd, Psy.D., Deputy Director (424) 369-4018, rbyrd@dmh.lacounty.gov William Birnie, Senior Deputy County Counsel, (213) 787-2439, wbirnie@counsel.lacounty.gov</p>



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 8, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 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 YOUR 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 (BHSAOC) for the Mental Health Student Services Act Grant award (MHSSA Grant), Agreement No. 24MHSAOC050, 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 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 ACTIONS

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.

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. 24MHSSOAC050 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.

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,

Lisa H. Wong, Psy.D.
Director

LHW:RH:KN:SK
MG:atm

Attachments (2)

The Honorable Board of Supervisors
July 8, 2025
Page 5

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

DRAFT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24MHSOAC050

PURCHASING AUTHORITY NUMBER (If Applicable)

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
+		
-		

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

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Mental Health

CONTRACTOR BUSINESS ADDRESS

510 S Vermont Ave

CITY

Los Angeles

STATE

CA

ZIP

90020

PRINTED NAME OF PERSON SIGNING

Lisa H. Wong

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Norma Pate

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897 (f)

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. Mental Health Services Act (MHSA). 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. Budget & Expenditures. 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. Mental Health Student Services Act. 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. MHSSA Partnerships. 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. Procurement. 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. Incorporation by Reference. 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. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA 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. TCT Grants. 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. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.
- K. WestEd. 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. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. 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.

Direct all administrative inquiries to:

Behavioral Health Services Oversight and Accountability Commission	Los Angeles County Department of Mental Health
Name: Nai Saechao	Name: Kanchana Tate, LCSW
Address: 1812 9 th 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: ktate@dmh.lacounty.gov

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 th 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: ktate@dmh.lacounty.gov

V. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. 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. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

- C. Acknowledgement. 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. MHSOAC Logo.) related to work being performed pursuant to this agreement
- D. Check-In Meetings. 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. Other Priority Program. 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. Data Reporting. 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. Reports. 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.

1. 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. Annual Fiscal Reports. 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

DRAFT

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. Surveys. 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. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
3. Webinars. 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. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
6. Information Hub. 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. Communication. 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. Surveys. 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. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
3. Data Collection Restrictions. 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. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
6. Webinars. 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. Individualized Coaching. Tehama County will meet with individual 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. Toolkits & Training Materials. 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.

9. 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. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

DRAFT

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.]

1. Surveys. 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. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. 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. Individualized Coaching. 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. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implement partnerships on a statewide basis.
6. 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. Communication. 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.]

1. Surveys. 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. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. 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. Individualized Coaching. 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. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.
6. 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. Communication. 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
<u>Grant Year 1*</u>		
<i>Progress Report Q1</i>	\$28,000.00	September 30, 2025
<i>Progress Report Q2</i>	\$28,000.00	December 31, 2025
<i>Progress Report Q3</i>	\$28,000.00	March 31, 2026
<i>Progress Report Q4</i>	\$28,000.00	June 30, 2026
Subtotal	\$112,000.00	
<u>Grant Year 2*</u>		
<i>Progress Report Q1</i>	\$27,250.00	September 30, 2026
<i>Progress Report Q2</i>	\$27,250.00	December 31, 2026
<i>Progress Report Q3</i>	\$27,250.00	March 31, 2027
<i>Progress Report Q4</i>	\$27,250.00	June 30, 2027
Subtotal	\$109,000.00	
<u>Grant Year 3*</u>		
<i>Progress Report Q1</i>	\$27,000.00	September 30, 2027
<i>Progress Report Q2</i>	\$26,000.00	December 31, 2027
<i>Final Report Q3</i>	\$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. Amendment. 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. Antitrust Claims: 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. Approval: 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. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit: 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 on-site audit.
6. Captions: 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. Certification Clauses: 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. Child Support Compliance Act: 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. Change of Control: 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. Compensation: 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. Confidentiality: 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. Contract/Agreement is Complete: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright: 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. Grantee-Commission Collaboration: 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. Counterparts: 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 9th 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. Electronic Signature: 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. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

21. Gratuities and Contingency Fees: 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. Indemnification: 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. Independent Contractor: 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. Information Security: 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 its 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. Inspection and Enforcement: 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. Key Personnel: Grantee's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
27. Litigation: 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. MHSOAC/BHSOAC Logo: 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. Nondisclosure: 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. Non-Discrimination: During the performance of this Agreement, Grantee and its sub-grantees 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 sub-grantees 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. Notice: 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. Notice of Litigation: Grantee shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
34. Permits and Licenses: 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. Priority Hiring Considerations: 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. Public Hearings: 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. 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, 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. Publications and Reports: 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. Recycling Certification: 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. Severability: 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. State Funds: 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. Subcontracts: 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. Substitutions: Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
46. Survival: 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. Termination For Cause: 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. Termination Without Cause: 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. Timeliness: Time is of the essence in this Agreement.

50. Unenforceable Provision: 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. Waiver: 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. Worker's Compensation: 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. GenAI Technology Use & Reporting: 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 GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI 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 GenAI and/or failure to submit the GenAI 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.

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

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
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 INDEMNIFICATION.....	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
SIGNATURES.....		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 GenAI technology, including GenAI from third parties or subcontractors. BCHD shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State, with a copy provided to DMH, of any new or previously unreported GenAI technology. At the direction of the State or DMH, BCHD shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State or DMH or failure to submit the GenAI 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 GenAI and/or failure to submit the GenAI 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 all 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.

/

/

/

/

/

/

/

/

/

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

By _____

By _____

Tom Bakaly
Chief Executive Officer
Redondo Beach, CA

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

Date: _____

Date: _____

DRAFT

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 all over 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 on 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 nd December 22 nd March 22 nd June 22 nd
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 trauma-informed 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 Auditor-Controller Fiscal Year Closing Instruction 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 apseuinquiry@dmh.lacounty.gov
- 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 A (STATEMENT OF WORK)

ALLCOVE BCHD SATISFACTION SURVEY

	Thinking about the appointment you have just had, how much effort was made to help you understand the issue(s) that brought you to allcove?	
No effort was made		Every effort was made for every question
	Thinking about the appointment you have just had, how much effort was made to listen to the things that matter most to you about issue(s) that brought you to allcove?	
No effort was made		Every effort was made for every question
	Thinking about the appointment you have just had, how much effort was made to include what matters most to you in choosing what to do next?	
No effort was made		Every effort was made for every question
v2	I felt comfortable talking with the provider.	v5
Did not feel comfortable at all		Felt very comfortable
v3	I felt like the provider cared about me.	v6
Provider did not care about me		Provider cared a lot about meeting my needs
v4	The appointment helped me.	v7
Appointment did not help		Appointment helped a lot

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 MANAGER:

Name: Kanchana Tate, LCSW

Title: Mental Health Program Manager II

Address: 510 S. Vermont Avenue, 22nd Fl.

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 (7/1/2025 - 6/30/2026)	Grant Year 2 (7/1/2026 - 6/30/2027)	Grant Year 3 (7/1/2027 - 3/31/2028)	Total
Support Education & Employment Coordinator (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
SUBCONTRACTOR				
Supported Education & Employment Service Provider Salary	\$ 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 Submit invoices to: Department of Mental Health, Accounts Payable 510 s Vermont Ave., 15 th Fl Los Angeles, CA 90020 APSEUInquiry@dmh.lacounty.gov	<u>Check One</u> <input type="checkbox"/> July 2025 – June 2026 <input type="checkbox"/> July 2026 – June 2027 <input type="checkbox"/> July 2027 – Mar 2028	<u>Check One</u> <input type="checkbox"/> Q1 <input type="checkbox"/> Q2 <input type="checkbox"/> Q3 <input type="checkbox"/> 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 Chief Partnership Development Officer 1200 Del Amo St., Redondo Beach, CA 90277 Phone 310-697-6226 Ali.Steward@bchd.org	Tiffany Amith Operations Coordinator 1200 Del Amo St., Redondo Beach, CA 90277 (213) 519-4565 Tiffany.Amith@bchd.org

allcove BCHD Approver: _____

Signature
Date

DMH Approver: _____

Signature
Date

DRAFT**BOARD LETTER/MEMO
CLUSTER FACT SHEET**☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	6/11/2025	
BOARD MEETING DATE	7/8/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) for the development and implementation of an online media campaign to promote career opportunities within the public mental health system.	
PROGRAM	Quality, Outcomes, and Training Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Services provided by other public or County-related entities. As an independent administrative and fiscal public entity, CalMHSA has worked with DMH for several years and coordinated the development and implementation of media campaigns for services provided by DMH, to bring awareness to the public. CalMHSA's experience and understanding of DMH's needs will save administrative time and cost required for development, planning and other administrative tasks that would otherwise be needed if another vendor was to be used.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	07/08/2025	
COST & FUNDING	Total cost: \$1,000,000	Funding source: MHSA Workforce Education and Training (WET) revenue
	TERMS (if applicable): Board approval through June 30, 2027	
	Explanation: FY 2025-26: \$500,000 and FY 2026-27 \$500,000	
PURPOSE OF REQUEST	To allow DMH to execute a sole source Participation Agreement with CalMHSA to develop and implement an online media campaign focused on recruiting youth/ students for career opportunities in the Los Angeles County public mental health field.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The number of individuals seeking careers within the public mental health field has declined, while the need for mental health services continues to exist and grow within Los Angeles County; therefore, recruiting students early in their education is essential to address long-term staffing shortages in clinical and non-clinical fields. Through this new sole source PA, CalMHSA will develop and implement an online media campaign and advertise career opportunities in the mental health field using social media platforms where young adults are most active.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Improve Outcomes – as the goal is to increase the potential pool of available clinicians to include individuals for historically un- and under- served communities by exposing them to possible career opportunities in the public mental health field which they may not be familiar with.	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Debbie Innes-Gomberg, Deputy Director, (213) 943-8174, digomberg@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 787-2442, rkleinberg@counsel.lacounty.gov

DRAFT



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 8, 2025

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT
WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE
DEVELOPMENT AND IMPLEMENTATION OF AN ONLINE MEDIA CAMPAIGN TO
PROMOTE CAREER OPPORTUNITIES WITHIN THE PUBLIC MENTAL HEALTH
SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority, governed by a Joint Powers Agreement to administer the development and implementation of an online media campaign to promote career opportunities within the public mental health system.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Department of Mental Health's Chief Deputy Director (Chief Deputy Director) or designee, to prepare, sign, and execute a new sole source Participation Agreement (PA), substantially similar to Attachment I, with the California Mental Health Services Authority (CalMHSA) to administer the development and implementation of an online media campaign for career opportunities within the public mental health system. The PA will be effective July 1, 2025, through June 30, 2027. The Total Compensation Amount (TCA) for the term of the PA is \$1,000,000: \$500,000 for Fiscal Year (FY) 2025-26 and \$500,000 for FY 2026-27, fully funded by Mental Health Services Act (MHSA) Workforce Education and Training (WET) revenue.

2. Delegate authority to the Chief Deputy Director, or designee, to prepare, sign, and execute future amendments or modifications to the PA with CalMHSA, to revise agreement language; shift unspent funds to future years; use other funding sources if necessary; revise the TCA; add, delete, modify, or replace the exhibits and/or responsibilities of the parties, and reflect federal, State, and County regulatory and/or policy changes; provided that: 1) the County's total payment does not exceed an increase of 10 percent from the last Board-approved TCA; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to your Board and Chief Executive Officer (CEO).
3. Delegate authority to the Chief Deputy Director, or designee, to terminate the PA in accordance with the termination provisions. The Chief Deputy Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to execute the new sole source PA with CalMHSA to develop and implement an online media campaign focused on recruiting students/youth for mental health careers, effective July 1, 2025, through June 30, 2027.

Board approval of Recommendation 2 will allow DMH to amend the PA to revise the language, including TCA; add, delete, and modify exhibits and responsibilities of DMH and CalMHSA; reflect federal, State, and County regulatory and/or policy changes; and/or modify the TCA and shift unspent funds to future fiscal years.

Board approval of Recommendation 3 will allow DMH to terminate the PA in accordance with the agreement's termination provisions in a timely manner, as necessary.

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, and North Star 3, Realize Tomorrow's Government Today, specifically Focus Area Goal B – Diverse and Inclusive Workforce.

FISCAL IMPACT/FINANCING

The PA with CalMHSA is fully funded by MHSA WET revenue in the amount of \$1,000,000 for two fiscal years; \$500,000 for FY 2025-26 and \$500,000 for FY 2026-

27. Funding is included in DMH's FY 2025-26 annual budget. Funding for FY 2026-27 will be requested through DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise Powers Agreement to jointly exercise powers with other participating CalMHSA county and city members. Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers of Authority formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance with the MHSA regulations. Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County.

The number of individuals seeking careers within the public mental health field has declined, while the need for mental health services continues to exist and grow within Los Angeles County; therefore, recruiting students early in their education is essential to address long-term staffing shortages in clinical and non-clinical fields. Through this new sole source PA, CalMHSA will develop and implement an online media campaign and advertise career opportunities in the mental health field using social media platforms, where young adults are most active. The campaign will feature professionals from diverse backgrounds to provide relatable role models and highlight the meaningful contributions individuals can make in their communities. Said campaign will target students/youth, and more specifically individuals from unserved/underserved communities.

The PA (Attachment I) has been reviewed and approved as to form by County Counsel.

The Director of Mental Health currently serves on CalMHSA's Board of Directors but is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director did not participate in the approval process for this PA with CalMHSA.

In accordance with Board Policy No. 5.100 (Sole Source Contracts), DMH notified your Board on April 23, 2025, (Attachment II) of its intent to enter into a new sole source PA with CalMHSA. The required Sole Source Checklist (Attachment III), identifying and justifying the need for a sole source Agreement, has been approved by the CEO.

The Honorable Board of Supervisors
July 8, 2025
Page 4

As mandated by your Board, the PA will be evaluated by DMH on an annual basis to ensure compliance with PA terms and conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to execute the online media campaign PA with CalMHSA and recruit youth/students for career opportunities in the Los Angeles County public mental health field.

Respectfully submitted,

Rimmi Hundal, M.A.
Chief Deputy Director

RH:KN:SK
CM:MG:atm

Attachments (3)

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
LOS ANGELES COUNTY WORKFORCE EDUCATION AND TRAINING MEDIA PROGRAM

COVER SHEET

Los Angeles County Department of Mental Health ("Participant") desires to participate in the Workforce Education and Training (WET) Media Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on July 1, 2025, through June 30, 2027 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description
Exhibit B	General Terms and Conditions
Exhibit C	Performance Requirements Summary (PRS) Chart
Exhibit D	Participant Administration
Exhibit E	CalMHSA Administration

1. Summary of Program:

CalMHSA will administer and oversee a media campaign on behalf of Los Angeles County focused on recruiting students to mental health careers early in their education journey.

2. Funding:

The Program requires the Participant to pay a Program Management fee to CalMHSA, in the amount of \$150,000.00. The funding amount to be used towards the Program will be \$850,000.00. The maximum amount payable under this Agreement is \$1,000,000.00.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): Rimmi Hundal, M.A.

Title: Chief Deputy Director Date: _____

Participation Agreement
EXHIBIT A – Detailed Program Description

Detailed Program Description:

With a significant number of vacancies throughout the specialty public mental health system, the need to recruit students early in their education is crucial to address long-term staffing deficits. The proposed outreach media campaign will advertise career opportunities in the mental health field, while emphasizing the meaningful impact individuals can deliver within their communities. The campaign will include depictions of professionals from diverse backgrounds that look like them to provide positive role models. This project will create and launch an online media campaign tailored for social media platforms, where young adults spend significant amount of time. The mental health profession is not one historically highlighted as a career for middle, high and post-high school students, especially for students from communities of color. This campaign will specifically target those populations.

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

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

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA JPA.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code and set to transform to the Behavioral Health Services Act (BHSA) on July 1, 2026.
- D. Behavioral Health Services Act (BHSA) – A voter adopted update to MHSA, approved by voters as Proposition 1 in the November 2024 election that transforms the MHSA related sections of the Welfare and Institutions Code and set to be implemented on July 1, 2026.
- E. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- G. Program – The program identified in Exhibit A – Detailed Program Description.

II. Responsibilities

- A. CalMHSA:
 - 1. Upon execution of this Agreement, and at the commencement of the second fiscal year, CalMHSA will submit an invoice based on the funding table provided in Section V – Fiscal Provisions, for all activities to be delivered within the respective year. Invoices must be submitted via electronic mail (email) to APSEUInquiry@dmh.lacounty.gov, and the Participant Program Director, Program Manager and Contract Monitor identified in Exhibit D – Participant Administration must be copied.
 - 2. Provide the Program as described in Exhibit A – Detailed Program Description.
 - 3. Act as the Fiscal and Administrative agent for the Program.
 - 4. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 5. Communicate Participant feedback to third-party vendors providing services under this Program.
 - 6. Provide regular fiscal updates/reports to Participant and/or other public agencies with a right to such reports, as stated in Exhibit C – PRS Chart.
 - 7. Payment to any third-party vendor shall not be made by CalMHSA until the work product has been approved by DMH in writing.

8. CalMHSA will assure that DMH Program Manager and/or Contract Monitor reviews and approves each subcontract prior to execution of said sub-contract.
9. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
10. Identify CalMHSA's contacts in Exhibit E – CalMHSA Administration and notify the Participant of any changes in the names and addresses listed. Notifications must be sent to contacts listed in Exhibit D – Participant Administration via electronic mail and within five business days from the date the change occurred.
11. CalMHSA Program Manager or designee shall meet with DMH monthly and provide regular program updates as stated in Exhibit C – PRS Chart, to include reports with supporting documentation that informs on deliverables status/completion. These reports will include any fiscal updates and accounting of funds spent. Failure to submit such reports and updates may result in delay or cancellation of future advances to CalMHSA.

B. Participant:

1. Pay for the Program as set out in this Agreement. Payments are due within 30 days from the date Participant Program Director, as identified on Exhibit D, approves invoice for payment.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.
6. Identify Participant's contacts in Exhibit D – Participant Administration and notify CalMHSA of changes in the names and addresses listed. Notifications must be sent to contacts listed in Exhibit E – CalMHSA Administration via electronic mail and within five business days from the date the change occurred.

III. Amendment. Except as otherwise provided for in Section IV - Indemnification of this Agreement, this Agreement may be amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties except Exhibit D – Participant Administration, and Exhibit E – CalMHSA Administration, which may be revised and submitted via electronic mail.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon 45 calendar days written notice. Notice must be sent via electronic mail to the representatives identified on Exhibit E – CalMHSA Administration. Notice shall be deemed served on the date of electronic delivery.
- B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during their participation period.

- C. CalMHSA and Participant, upon mutual agreement and 15 calendar day advance notice, may terminate, cancel, change, or limit the Program due to circumstances, including, but not limited to, government restrictions, lack of funding, governmental funding changes, regulatory changes, and/or force majeure. Changes to the Agreement may be subject to Section III – Amendments.
- D. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, and ongoing services, are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.
- V. **Fiscal Provisions.** Funding required from Participant for this Program will not exceed \$1,000,000 during the Program term identified in the Cover Sheet. Funding and payment break down by fiscal year is identified in table below:

Fiscal Year	Direct Program Cost	Administrative Fee	Total Funding/Payment	Invoice Due Date
2025-26	\$ 425,000	\$ 75,000	\$ 500,000	Within 30 days of execution of this Agreement
2026-27	\$ 425,000	\$ 75,000	\$ 500,000	July 31, 2026
Total	\$ 850,000	\$ 150,000	\$ 1,000,000	

The Participant shall remit payment to CalMHSA only for invoices that have been approved by the Program Manager or their designee. Each invoice must be accompanied by supporting documentation outlining the tasks performed, deliverables completed, service status or completion, and any other work as specified in Exhibit C – PRS Chart and elsewhere in this agreement.

Upon receipt of each billing, DMH will, in a manner consistent with standard accounts payable practices and procedures, reimburse CalMHSA for the services provided during the billed cycle.

At any time, County may request additional documentation to support the invoice and/or the progress of the work performed. CalMHSA must submit the requested documentation within 15 business days or as agreed/approved by the County's Program Manager.

At any time, If the County reasonably determines from a review or an audit of CalMHSA's service and billing records that CalMHSA failed to deliver required services associated with this Contract, County shall have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from the CalMHSA shall be made through cash payment and/or County offsets from future payment(s).

This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding of this Contract.

VI. Indemnification

To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

PARTICIPATION AGREEMENT**Exhibit C – Performance Requirements Summary Chart**

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
Exhibit B – General Terms and Conditions, Section II.A.5 CalMHSA Responsibilities	CalMHSA shall provide quarterly fiscal updates on funding expenditures.	CalMHSA to upload updates to One Drive.
Exhibit B – General Terms and Conditions, Section II.A.7 CalMHSA Responsibilities	CalMHSA shall obtain County's written approval prior to subcontracting any work.	Confirmation of documentation via email.
Exhibit B – General Terms and Conditions, Section II.A.9 CalMHSA Responsibilities	CalMHSA's shall identify its contacts in Exhibit E and notify the Participant of any changes in the names and addresses listed.	Confirmation of documentation via email.
Exhibit B – General Terms and Conditions, Section II.A.10 CalMHSA Responsibilities	CalMHSA shall meet with DMH monthly and provide program/project updates within 30 calendar days after the close of each quarter to include reports with supporting documentation that informs on deliverables status/completion.	CalMHSA to upload expenditure reports to One Drive and schedule monthly meetings.
Exhibit B – General Terms and Conditions, Section II.A.10 CalMHSA Responsibilities	CalMHSA shall notify the County when a project is completed prior to the end of the fiscal year and provide a report 90 calendar days after the end of the project.	Notification to County. CalMHSA to upload report to One Drive.

PARTICIPATION AGREEMENT
Exhibit D – Participant Administration

CONTRACT NO. 11388-LA-WETC-24_25

MENTAL HEALTH CHIEF DEPUTY DIRECTOR:

Name: Rimmi Hundal, M.A.
Title: Chief Deputy Director
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 738-4926 E-Mail Address: RHundal@dmh.lacounty.gov

PARTICIPANT PROGRAM DIRECTOR:

Name: Jeff Gorsuch, Psy.D.
Title: Mental Health Program Manager III
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 271-6931 E-Mail Address: jgorsuch@dmh.lacounty.gov

PARTICIPANT PROGRAM MANAGER:

Name: Victoria Lee, Ph.D.
Title: Mental Health Program Manager I
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 943-8209 E-Mail Address: vdlee@dmh.lacounty.gov

PARTICIPANT CONTRACT MONITOR:

Name: Argelia N. Reyes
Title: Health Program Analyst II
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 943-9937 E-Mail Address: anreyes@dmh.lacounty.gov

PARTICIPANT CONTRACT ADMINISTRATOR:

Name: TBD
Title: _____
Address: _____
Telephone: _____ E-Mail Address: _____

PARTICIPATION AGREEMENT
Exhibit E - CalMHSA ADMINISTRATION

CONTRACT NO: 11388-LA-WETC-24_25

CalMHSA's CONTRACT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-Mail Address: _____

CalMHSA's AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
Telephone: _____
E-Mail Address: _____

CalMHSA Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-Mail Address: _____



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

April 23, 2025

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

FROM: Rimmi Hundal, M.A. *RHundal*
Chief Deputy Director

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ONLINE MEDIA CAMPAIGN TO PROMOTE CAREER OPPORTUNITIES WITHIN THE PUBLIC MENTAL HEALTH SYSTEM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to enter into a new sole source Participation Agreement (Agreement) with the California Mental Health Services Authority (CalMHSA) to coordinate the creation and delivery of an online media campaign.

DMH will request that your Board approve a new sole source Agreement with CalMHSA. The Agreement will be effective July 1, 2025, through June 30, 2027. The Total Compensation Amount for the term of the contract will be \$1,000,000, fully funded by State Mental Health Services Act Workforce Education and Training revenue.

The new sole source Agreement with CalMHSA will provide an online media campaign to advertise and recruit students for possible careers within the Los Angeles County public mental health system.

JUSTIFICATION

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating CalMHSA counties and city members. CalMHSA is a Joint Powers Authority under California Government Code Section 6500 et seq, formed in 2009 to jointly develop and fund mental health services and education programs on a statewide, regional, and local basis.

The number of individuals seeking careers within the public mental health field has declined, while the need for mental health services continues to exist and grow within Los Angeles County. Through this new sole source Agreement, CalMHSA will develop and implement an online media campaign to promote career opportunities within the public mental health system. Said campaign will target students/youth, and more specifically individuals from unserved/underserved communities. As an independent administrative and fiscal public entity, CalMHSA has worked with DMH for several years and coordinated the development and implementation of media campaigns for services provided by DMH, to bring awareness to the public. CalMHSA's experience and understanding of DMH's needs will save administrative time and cost required for development, planning, and other administrative tasks that would otherwise be needed if another vendor was to be used.

The Director of Mental Health (Director) currently serves on CalMHSA's Board of Directors but is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director will not participate in the approval process of the Agreement with CalMHSA.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter for approval to enter into a new sole source Participation Agreement with CalMHSA to develop and implement the online media campaign to promote career opportunities within Los Angeles County public mental health system.

Each Supervisor
April 23, 2025
Page 3

If you have any questions or require additional information, please contact me at RHundal@dmh.lacounty.gov or (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

RH:KN:SK
CM:MG:atm

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

DRAFT

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergency or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date