

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.24
(ID # 27048)

MEETING DATE:
Tuesday, March 11, 2025

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH (RUHS-BH): Approve Grant Agreement No. 1040.0701 between Riverside University Health System-Behavioral Health (RUHS-BH) and Public Health Foundation Enterprises, Inc. dba Heluna Health, for the Children and Youth Behavioral Health Initiative (CYBHI) Round Five, in the amount of \$1,000,000, for FY2024/2025 through FY 2025/2026, All Districts. [Total: \$1,000,000, 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement No. 1040.0701 between RUHS-BH and Public Health Foundation Enterprises, Inc. dba Heluna Health, on behalf of the Department of Health Care Services (DHCS), for the Children and Youth Behavioral Health Initiative (CYBHI) Round Five, in the amount of \$1,000,000, for FY2024/2025 through FY 2025/2026; and
2. Authorize the Director of Behavioral Health, or designee, to sign and accept documents related to Grant Agreement No. 1040.0701 and administer the grant. This authority shall include the signature of necessary acceptance documents, exhibits, certifications and reports, and non-substantive amendments that otherwise do not increase or modify the agreement and as approved by County Counsel.

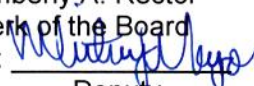
ACTION:Policy


Matthew Chang, Director 2/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 11, 2025
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 300,678	\$ 699,322	\$ 1,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State			Budget Adjustment: Yes	
			For Fiscal Year: 24/25-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

RUHS-BH operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

Authorized as part of the 2021 Budget Act, the Children and Youth Behavioral Health Initiative (CYBHI) is a multi-year, multi-department package of investments that reimagines the systems that support behavioral health (BH) and wellness for all California's children, youth, and their families. Efforts focus on promoting social and emotional well-being, preventing behavioral health challenges, and providing equitable, appropriate, timely, and accessible services for emerging and existing BH needs for children and youth 0-25. The \$4.7 billion investment of State general funds for CYBHI will improve access to, and the quality of, BH services for all children and youth in California, regardless of payer.

In December of 2022, the Department of Health Care Services (DHCS), in partnership with Public Health Foundation Enterprises, Inc. DBA Heluna Health, released the CYBHI Round One funding applications. Subsequently, RUHS-BH applied for funds to enhance the RUHS-BH's Parent and Caregiver Support Program, known as Incredible Years. RUHS-BH was awarded CYBHI Round One funding for \$757,218.

On March 14, 2024, RUHS-BH was awarded CYBHI Round Five funding for \$1,000,000 for implementation expansion to provide coordinated specialty care. Funds will be disbursed based on the deliverables during the grant performance period.

RUHS-BH has two FEP teams physically located within existing clinics to increase access to other services relevant to the Transitional Age Youth (TAY) populations within the RUHS-BH system of care. The La Quinta location is within a TAY Drop-in center in the Desert region. The Riverside location is in the Western region located at a children/youth clinic. The third FEP Expansion team will be in Perris serving the Mid-County region. The RUHS-BH FEP Early Intervention Program of Riverside County does not use local funds. The awarded grant funds will allow for the expansion of FEP services throughout Riverside County. Ongoing sustainability will be achieved through the billing of direct services and drawing down of patient revenue.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Therefore, RUHS-BH is requesting that the Board of Supervisors approve Agreement No. 1040.0701 to accept funds from Public Health Foundation Enterprises, Inc. dba Heluna Health, for the Children and Youth Behavioral Health Initiative (CYBHI) Round Five in the amount of \$1,000,000 and authorize the Director of Behavioral Health to sign any future related documents and amendments.

Impact on Residents and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY 2024/2025 budget. No additional County funds are required.


Jacqueline Ruiz, Principal Analyst 3/4/2025



IMPLEMENTATION SUBAWARD AGREEMENT

THIS AGREEMENT IS HEREBY MADE by and between Public Health Foundation Enterprises, Inc. DBA HELUNA HEALTH, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the GRANTEE (hereafter "GRANTEE") identified below and, sets forth the terms and conditions between Client and GRANTEE, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate the GRANTEE as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever.

I. IDENTIFIED PARTIES

CLIENT
HELUNA HEALTH
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN:
Tax ID: 95-2557063
POC: Peter Dale
HH PMO Email: CYBHI@pgm.helunahealth.org

SUBAWARD GRANTEE
County of Riverside-Riverside University Health System-Behavioral Health

P.O. BOX 7549
Riverside, CA 92506

Tax ID: 95-6000930
POC: Dr. Mathew Chang MD
Email: ssilva@ruthhealth.org

Program: CYBHI (Children and Youth Behavioral Health Initiative) Evidence Based Practices and Community Defined Evidence Practices Grant Program Round 5

Program No.: 1040.0701

II. TERM. Unless otherwise terminated or extended by written notice, the Term of this Agreement shall commence on date of execution and end on 6/30/2025.

III. SERVICES AND COMPENSATION. GRANTEE shall perform the services described below, and as described in Attachment A, Statement of Work ("SOW"). Services will take place at the below identified location(s):

Location #1: GRANTEE Location

(a) **Scope of Work.** GRANTEE shall perform all services as stated in the agreed Invoice or Scope of Work, Exhibit A. GRANTEE shall perform the services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. GRANTEE maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of GRANTEE as a business operator.

(b) **Payment.** HELUNA HEALTH agrees to compensate the GRANTEE in accordance with Exhibits B and C attached hereto. See Exhibit B "Budget" for line-item budget detail. GRANTEE shall be compensated only for services performed and required as set forth above. Additional services and/or costs will not be compensated. The compensation described is an all-inclusive amount. The total compensation payable to the GRANTEE hereunder shall be as set forth below:

☒ TOTAL not to exceed subaward

\$1,000,000

If for any reason GRANTEE receives any compensation in excess of the amount described above, GRANTEE shall notify HELUNA HEALTH of the overpayment and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) **Invoice.** Invoices shall be submitted in accordance with Exhibit C.

Payment for submitted invoices shall be made after receipt and approval of all deliverables associated with each invoice. GRANTEE shall submit invoices to the attention of the HELUNA HEALTH Contact Person set forth in Exhibit C. **All final invoices** must be received within 30 days of the expiration or termination of this Subaward Agreement or within such earlier time period as HELUNA HEALTH may require, unless a later or alternate deadline is agreed to in writing by HELUNA HEALTH in consultation with DHCS. Said changes shall not require an amendment to this Agreement. HELUNA HEALTH may, at its discretion choose not to honor any delinquent final invoice if the GRANTEE fails to obtain written HELUNA HEALTH approval of an alternate final invoice submission deadline. Written HELUNA HEALTH approval shall be sought prior to the termination date of this contract. If any invoices are not submitted within 30-days of the expiration or termination date of the Agreement and if alternate deadline is not approved in writing by HELUNA HEALTH, GRANTEE waives (at HELUNA HEALTH's discretion) all rights to payment under such invoices. The GRANTEE shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to GRANTEE or its employees as a result of or in connection with the services performed by GRANTEE hereunder.

IV. INSURANCE. GRANTEE shall maintain insurance coverages in accordance with those listed in Exhibit E.

V. AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

HELUNA HEALTH	Date

SUBAWARD GRANTEE	Date

1. **STATUS OF GRANTEE.** Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. GRANTEE or independent contractor shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

GRANTEE shall retain sole and absolute discretion and judgment in the manner and means of carrying out GRANTEE's services hereunder. GRANTEE is under the control of HELUNA HEALTH as to the results of GRANTEE's services only, and not as to the means by which such results are accomplished. GRANTEE shall be responsible for completing the Scope of Work in a timely manner in accordance with this Agreement, but GRANTEE will not be required to follow or establish a regular or daily work schedule.

HELUNA HEALTH shall not be liable for any obligations incurred by GRANTEE unless specifically authorized in writing by HELUNA HEALTH. GRANTEE shall not act as an agent of HELUNA HEALTH, ostensibly or otherwise, nor bind HELUNA HEALTH in any manner, unless specifically authorized to do so in writing by HELUNA HEALTH.

HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of GRANTEE to assure its conformity with this Agreement.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of GRANTEE or the employees of the GRANTEE. GRANTEE shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

GRANTEE understands that GRANTEE is responsible to pay, according to law, GRANTEE's income taxes. If GRANTEE is not a corporation or other legal entity, GRANTEE further understands that GRANTEE may be liable for self-employment (social security) tax, to be paid by GRANTEE according to law. GRANTEE agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of GRANTEE's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of GRANTEE's services hereunder. Furthermore, to avoid conflict with federal or state regulations, GRANTEE will not be eligible for employment with HELUNA HEALTH within the same calendar year in which GRANTEE performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because GRANTEE is engaged in GRANTEE's own independent business, GRANTEE is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans.
4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning GRANTEE or the employees of GRANTEE. All persons hired by GRANTEE to assist in performing the tasks and duties necessary to complete the services shall be the employees of GRANTEE unless specifically indicated otherwise in an agreement signed by all parties. GRANTEE shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of HELUNA HEALTH.
5. **EQUIPMENT AND SUPPLIES.** GRANTEE shall provide all necessary equipment, materials and supplies required by GRANTEE to perform the services. GRANTEE will not rely on the equipment or offices of HELUNA HEALTH for completion of tasks and duties set forth pursuant to this Agreement.
6. **TERMINATION.** Without cause, HELUNA HEALTH may terminate this agreement by giving 15 days prior written notice to GRANTEE of intent to terminate without cause. With reasonable cause, HELUNA HEALTH may issue a Notice and Right to Cure OR terminate this agreement effective immediately upon GRANTEE's receipt of written notice of termination for cause. Reasonable cause shall include: (A) material violation or breach of this agreement, (B) any act of the GRANTEE that exposes HELUNA HEALTH to liability to others for personal injury or property damage or any other harm, damage or injury, and (C) cancellation or reduction of funding affecting the Program affecting the services.

Notice and Right to Cure. A. Unless otherwise specified in this Agreement, in the event of a default, HELUNA HEALTH may provide written notice of such default and the specific action required to cure such default, and the GRANTEE shall have thirty (30) days from the date that the notice is received to cure the default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, then the defaulting GRANTEE shall

not be deemed in default if and so long as such party commences and diligently continues to pursue the cure of such default within the 30-day period, and continuously pursues such cure thereafter to completion, but in no event beyond the Absolute Deadline as specified in the notice to cure unless otherwise agreed.

Upon the expiration or termination of this Agreement, GRANTEE shall promptly return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all Confidential Information of HELUNA HEALTH and all Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to the GRANTEE until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** The GRANTEE shall comply with all state and federal statutes and regulations applicable to the GRANTEE, the services or the Program, in performing GRANTEE's obligations under this Agreement. GRANTEE represents and warrants that neither GRANTEE nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the services, GRANTEE shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.
9. **NON-DISCLOSURE.** HELUNA HEALTH and GRANTEE agree that during the course of this agreement, GRANTEE may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or GRANTEE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Because GRANTEE may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, GRANTEE shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this agreement with HELUNA HEALTH or at any time thereafter, except as required in the course of GRANTEE's work with HELUNA HEALTH or except as otherwise provided in this Agreement. Further, GRANTEE shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by GRANTEE, in whole or in part, or otherwise coming into GRANTEE's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by GRANTEE upon request at any time and upon termination of this agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the Term of this Agreement and for two years following the termination of this Agreement with HELUNA HEALTH, GRANTEE shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if GRANTEE engages in actionable conduct after the two-year period referred to above.

11. **WORK FOR HIRE.** For the purposes of this Agreement, Intellectual Property (IP) means recognized protectable rights and interests such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, research, testing, technology, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, county or jurisdiction.

For the purposes of the definition of IP, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

"Developed IP" shall mean any IP developed, conceived, generated, or reduced to practice by a Party in the performance of this Agreement. GRANTEE agrees that all Developed IP that GRANTEE may develop (either alone or in conjunction with others), information or work product developed wholly or partially by GRANTEE as part of or related to GRANTEE's retention by HELUNA HEALTH hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence GRANTEE may discover while retained by HELUNA HEALTH, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of the California Department of Healthcare Services (DHCS) upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.

GRANTEE hereby forever assigns to the California DHCS all right, title and interest in any Developed IP and/or Work Product designed and/or developed by GRANTEE or otherwise delivered to HELUNA HEALTH as part of or related to GRANTEE's retention with HELUNA HEALTH. The Developed IP and/or Work Product shall be the sole property of DHCS and all copyrightable and patentable aspects of the Developed IP and/or Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which DHCS are to be the "author" within the meaning of such Act. All such copyrightable and patentable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by DHCS on their creation, and GRANTEE hereby expressly disclaims any interest in any of them. In the event (and to the extent) that any Developed IP and/or Work Product or any part or element of them, is found as a matter of law not to be a "Work Made For Hire" within the meaning of the Act, GRANTEE hereby assigns to DHCS the sole and exclusive right, title, and interest in and to all such works, and all copies of any of them, without further consideration, and, if such assignment is invalid, GRANTEE hereby grants DHCS a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of GRANTEE's Developed IP and/or Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicensees. GRANTEE shall deliver all Developed IP and/or Work Product to DHCS free and clear of any and all claims, rights and encumbrances of third parties.

All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by GRANTEE, HELUNA HEALTH, or DHCS, and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2024, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from

other matter on the page where it appears. Audio productions shall contain similar audio of copyright.

With HELUNA HEALTH's approval and at HELUNA HEALTH's expense, GRANTEE will execute such other documents of registration and recordation as may be necessary to perfect in DHCS, or protect, the rights assigned to DHCS hereunder in each country in which DHCS reasonably determines to be prudent. GRANTEE hereby grants DHCS the exclusive right, and appoints DHCS as attorney-in-fact, to execute and prosecute in GRANTEE's name as author or inventor or in DHCS' name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Developed IP and/or Work Product, and to undertake any enforcement action with respect to any Developed IP and/or Work Product.

All rights to the Developed IP and/or Work Product assigned or granted to DHCS hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** GRANTEE hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of GRANTEE (or its agents, subcontractors or employees), (ii) GRANTEE's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by GRANTEE (or its agents, subcontractors or employees) of any of its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party. This duty to indemnify and defend shall survive the termination of this agreement.
13. **RECORD RETENTION AND ACCESS TO RECORDS.** GRANTEE shall grant to HELUNA HEALTH, the Program and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of GRANTEE relating to this Agreement or the services for audit, examination, excerpt and transcription. GRANTEE shall retain all such records for ten (10) years (or longer if required under HELUNA HEALTH's record retention policy, by the Program or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention-4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.
14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non convenience.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by GRANTEE of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin GRANTEE from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further

consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be

cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by GRANTEE without the prior written approval and consent of HELUNA HEALTH.

EXHIBIT A

TO SUBAWARD AGREEMENT

SCOPE OF WORK (SOW)

As part of this agreement, the GRANTEE is required to submit an Implementation Plan which will be incorporated into this agreement once reviewed and finalized. The scope of the work below may be subject to change according to GRANTEE'S approved and finalized implementation plan.

This Agreement is to expand or establish an early psychosis and mood disorder intervention program using the Coordinated Specialty Care (CSC) model, consistent with the Early Psychosis Intervention Plus (EPI+) Program established at Welfare and Institutions Code Section 5845, for children and youth ages 0-25 and their parents/caregivers. The Program must serve First Episode Psychosis (FEP) children and youth ages 0-25 and their parents/caregivers as the primary target population and may include Clinical High Risk (CHR) children and youth ages 0-25 and their parents/caregivers. The GRANTEE will establish a program which offers early psychosis (including individuals with mood disorders) detection and intervention services to children and youth ages 0-25 and their parents/caregiver with a team treatment approach in collaboration with EPI Plus grantees. The GRANTEE will also work collaboratively with the Mental Health Services Oversight and Accountability Commission (Commission) and the California Youth Behavioral Health System (CYBHS) as may be needed to provide all of the components of the CSC model as outlined in the Request For Applications for this Grant (RFA Early Intervention 001, Appendix 1), while targeting children and youth ages 0-25 and their parents/caregivers.

GOALS

This Agreement is intended to advance the following program goals, consistent with Welfare and Institutions Code section 5835.3:

- Improve the lives of children and youth ages 0-25 and their parents/caregivers in California with mental health needs which are severe and disabling or before those needs escalate and become severe or disabling.
- Support a more coordinated effort between educational entities, community organizations, and mental health treatment facilities to decrease the duration of untreated psychosis and mood disorder.
- Expand service capacity for early psychosis and mood disorder detection and intervention services in California.
- Conduct broad community-based outreach to children and youth ages 0-25 and their parents/caregivers experiencing a first episode of psychosis (FEP) with rapid referral to reduce duration of untreated psychosis.
- Develop and maintain a team-based Coordinated Specialty Care (CSC) program with the following components:
 - o Case management
 - o Recovery-oriented psychotherapy and relapse prevention
 - o Family psychoeducation and psychotherapy
 - o Peer and Family Support
 - o Educational and vocational support

- o Integrated pharmacotherapy and primary care coordination
 - o All providers are integrated within a team to support collaboration and care coordination.
- Expand the number of stand-alone Early Psychosis (EP) programs or Spoke model EP programs supported by a stand-alone Hub program.

GRANTEE RESPONSIBILITIES

The GRANTEE shall be responsible to perform the activities necessary to complete the RFA Requirements and submit the Contract Deliverables as set forth in the Application submitted by the Grantee in response to RFA EPI Plus_002, which is incorporated herein by this reference and made a part of this Contract as if attached hereto.

The GRANTEE shall be responsible for and agrees to:

- a. Participate in fidelity monitoring and improvement processes with the TTA.
- b. Report client-level data and outcomes measurement data using the Beehive platform, with data metrics and other guidance to be provided by UC Davis. Submit written quarterly reports to Heluna Health including performance data and data metrics (see Data Reporting at p. 14 of this Agreement);
- c. Participate in regular meetings and trainings for all staff as required by TTA to reach fidelity to CSC for FEP.
- d. Collaborate with local entities such as school districts, colleges, primary care physicians, youth drop-in centers, and other community programs which provide health and mental health services to transition age youth and young adults to coordinate outreach efforts and ensure appropriate linkage to services.
- e. Work with local and state funders to develop a plan for ongoing, sustainable program funding. This plan shall be submitted to the Commission and Heluna Health and the California Institute for Behavioral Health Solutions (CIBHS) for review and approval prior to implementation.
- f. Participate in a learning collaborative of GRANTEES and other program representatives who are operating a CSC early psychosis intervention program within their counties.
- g. Maintain up to date early psychosis intervention information on the GRANTEE's website(s) and provide this information to the TTA.

DELIVERABLES

The GRANTEE may seek advice from subject matter experts including the Learning Collaborative or other advisory group, and the Mental Health Services Oversight and Accountability Commission (the Commission); may seek technical assistance from the TTA or UC Davis; and/or pursue other strategies to support the development and completion of all Contract Deliverables. The GRANTEE shall follow guidelines or instructions issued by the Commission or UC Davis on data reporting, compliance or other requirements of the CSC program.

EXHIBIT A
TO SUBAWARD AGREEMENT
SCOPE OF WORK (SOW)

Proposed Plan – Implementation Start-Up/Expansion

What is the name of your proposed/current program?

RUHS-BH First Episode Psychosis.

Provide information about the services the program will/does provide.

The proposed plan is to expand the existing services with the addition of a third FEP team to be dedicated to the Mid-County region of Riverside County, and to continue maintaining FEP services with the established two teams. The creation of a third team in the Mid County region is needed to expand FEP services in an underserved area of Riverside County that includes communities with a high proportion of families with low socio-economic status, and significant Hispanic/Latinx populations that have challenges with accessing services. Also, the expansion plan includes adding staffing to the proposed new team to address substance abuse needs and family support and education needs. The inclusion of a Parent Partner into the Mid-County expansion FEP team will provide additional support and education to parents/caregivers. The addition of a BHS-III positions to provide substance use services to youth will support youth from any of the three FEP teams. Substance abuse services were identified as an unmet need for the existing program; currently, youth may choose to seek out substance use/recovery options separately, but that has shown to be a barrier to accessing this service. Increasing the staff to incorporate both a Parent Partner and a BHS-III position within the new Mid-County FEP team will provide the opportunity to provide youth and families all services through FEP rather than needing additional referrals; this will also improve communication amongst the treatment team, while also allowing the Parent Partners and BHS-III positions to access the Cornerstone training material through the UC Davis TTA.

Provide a proposed plan for implementing this program. The plan should include:

The steps needed to implement/expand the program, including milestones,

1. Create a program code specific to the new location for billing and tracking the use of funds.
2. Secure a physical location for the proposed Mid County team within the existing framework of locations associated with RUHS-BH.
3. Procure general supplies, technologies, furnishings, and vehicles to operate the program.
4. Hire staff proposed within this grant.
5. Train new staff and connect them with the current TTA (UC Davis).
6. Open referral lines to begin serving youth in the community.
7. Fully implement the proposed program.

A schedule supporting the implementation plan that includes hiring staff, contracting staff, MOUs, training, procuring any goods needed, etc.,

Dec 2023-Jan 2024: Infrastructure and Programming

- Identification of physical location and creation of site-specific program code. F

- Initiate the procurement process with the purchasing of furnishings and technology items, and request vehicles.

Jan 2024 - April 2024: Staff Hiring

- Gain approvals for hiring/reallocating staff.
- Create Position Control Numbers (PCN) for new positions, and request interview lists from existing candidate pools within RUHS-BH.
- Conduct interviews and hire staff.

April 2024-May 2024: Staff Training and Outreach.

- 1-2 weeks for general new employee county training and use of electronic systems.
- 2-4 weeks to connect with and train on Cornerstone (role-specific training through an online learning platform with UC Davis TTA).
- 2 weeks shadowing existing teams to consolidate online learning, observe treatment team structure, and to complete Orientation for new clients.
- Train staff on data collection measures and methods and implement quarterly and monthly reports to track and monitor progress on enrolling youth from diverse communities in the EPI program. This report will include the number of youth served, age, diagnosis, race/ethnicity, and service array received by race/ethnic group.
- Utilize training from the Technical Assistance Center to implement fidelity monitoring.
- Program Supervisor will notify existing referral sources (both within RUHS-BH and external managed care providers) of the new site and upcoming availability for services within the new area to begin identifying potential cases for screening.

June 2024 – August 2024: Open a new site for referrals and Implement Tracking/Monitoring for fidelity

- Begin screenings for new sites and filling caseloads.
- Elicit feedback from program staff on training successes and needs.
- Utilize the fidelity monitoring tools to ensure compliance with the model and to inform the program about additional training needs.
- Incorporate substance use/recovery into existing model and monitor for fidelity.

September 2024 – June 2025: Expansion Fully Implemented.

EXHIBIT B

TO SUBAWARD AGREEMENT

BUDGET & PAYMENT SCHEDULE

Payment Schedule		
Deliverable	Due Date	Payment Amount
Terms & Conditions	Fully Executed Contract	25%
Progress Report # 1	October 30, 2024	25%
Progress Report # 2	February 28, 2025	25%
Progress Report # 3	May 30, 2025	25%

EXHIBIT B
TO SUBAWARD AGREEMENT
BUDGET

ATTACHMENT 5 BUDGET WORKSHEET - Early Intervention Programs (Whole Dollars)				
Applicant: Riverside County -RUHS Behavioral Health				
Program: Other Early Intervention Program				
Track 2 - Operational Expansion				
(1) Hire Staff (list individual role/classification) (add rows as needed)	(2) Hiring Month	(3) GY 1	(4) GY 2	(5) Total All GYs
Clinical Therapist II (CTII)	4	\$31,642	131,630	163,272
Behavioral Health Specialist III(BHS III)	4	\$22,038	91,677	113,715
Behavioral Health Specialist II (BHS II)	4	\$20,724	86,211	106,935
Mental Health Peer Specialist(Tay Peer Support)	4	\$16,963	70,564	87,527
Parent Partner	4	\$16,793	69,858	86,651
Psychiatrist III	4	\$28,295	117,709	146,004
				-
				-
				-
(6) Total Personnel Services		136,455	567,649	704,104
(7) Hire Contractors or other non-staff (If applicable, list individual role/classification) (Add rows as needed)	(8) Hiring Month	(9) GY 1	(10) GY 2	(11) Total All GYs
Translation Services	4	2,000	7,500	9,500
				-
				-
				-
				-
				-
				-
(12) Total Contracted Services		2,000	7,500	9,500
(13) Total Personnel/Contracted Services		138,455	575,149	713,604
(14) Other Costs (non-staff and non-contracted services)	(15) Exp Month	(16) GY 1	(17) GY 2	(18) Total All GYs
Technology - Laptops, MiFIs, Docking Station, Computer Accessories, Network Printers	4	14,105	5,760	19,865
Supplies	4	4,000	6,000	10,000
Outreach and Engagements	5	3,000	2,500	5,500
(2) Vehicles	4	92,540		92,540
Other Expenses - Client Needs, Vehicle Maintenance, Fuel Cost	5	9,358	18,697	28,055
				-
				-
				-
Administration Cost		39,220	91,216	130,436
(19) Total Other Costs		162,223	124,173	286,396
(20) Total Grant Request		300,678	699,322	1,000,000

EXHIBIT C
TO SUBAWARD AGREEMENT
FORM OF INVOICE

1. Invoicing and Payment

A. For completion of high-quality deliverables in accordance with the Subaward terms, and upon receipt and approval of the invoices, HELUNA HEALTH agrees to compensate GRANTEE for actual deliverables completed in accordance with Exhibit B.

B. Invoices shall include the Agreement Number and shall be submitted to:

<https://wkf.ms/41we4FV>

HELUNA HEALTH, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the GRANTEE by HELUNA HEALTH and shall not require an amendment to this Agreement.

C. Invoices must:

- 1) Be prepared on Subaward GRANTEE letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represents actual expenses for the service performed under this Agreement.
- 2) Bear the Subaward GRANTEE's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize reimbursement for deliverables completed for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those deliverables expressly identified in this Agreement and approved by HELUNA HEALTH.

D. Rates Payable

GRANTEE will be reimbursed for services satisfactorily performed based on the billing schedule as shown in Exhibit B.

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, DHCS, the California Institute for Behavioral Health Solutions (CIBHS), or HELUNA HEALTH shall have no liability to pay any funds whatsoever to Subaward GRANTEE or to furnish any other considerations under this Agreement and Subaward 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, HELUNA HEALTH shall have the option to either cancel this Agreement with no liability occurring to DHCS, CIBHS, or HELUNA HEALTH, or offer an agreement amendment to Subaward GRANTEE to reflect the reduced amount.

3. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of HELUNA HEALTH under this Agreement have ceased and that no further payments are due or outstanding.
- B. HELUNA HEALTH may, at its discretion, choose not to honor any delinquent final invoice if the GRANTEE fails to obtain prior written HELUNA HEALTH approval of an alternate final invoice submission deadline. Written HELUNA HEALTH approval shall be sought from the Program Manager prior to the expiration or termination date of this Agreement.

EXHIBIT D
TO SUBCONTRACT/SUBAWARD AGREEMENT
FLOW DOWN PROVISIONS
DHCS TERMS AND CONDITIONS

I. Use of Funding

- a. **Grant implementation planning:** All GRANTEES will be expected to complete a standardized implementation plan which will identify how funding will be used and the timelines associated.
- b. **Standard funding restrictions.** A portion of this funding may be used toward implementation planning, with any remaining funding being directed toward program implementation.
- c. **Applicable additional policies.** All GRANTEES must comply with any federal and/or state policies as a condition of funding.
- d. **Changes and modifications.** All edits to documents submitted by GRANTEES (e.g., implementation plans) will need to be shared in writing and are subject to the California Institute for Behavioral Health Solutions (CIBHS), HELUNA HEALTH and DHCS approval.

II. Role of Third-Party Administrators

- a. **GRANTEES' acknowledgement.** CIBHS and HELUNA HEALTH are the sole third-party administrators (TPAs) on behalf of DHCS and not liable or responsible for DHCS decisions or actions.
- b. **Expected relationship between GRANTEES and TPAs.** The TPAs will play a critical role throughout the grant period on behalf of DHCS (e.g., Project Management Office, administrative and collaborative learning Training and Technical Assistance (TTA), implementor of the TPA technical support to under-resourced applicants).
- c. **Additional Parties.** Commission and DHCS entered into an Interagency Agreement that defines the Commission's role and responsibility in supporting the CYBHI's Round 4 – Youth Driven Programs of \$50 million and Round 5 – Early Intervention Programs and Practices of approximately \$80 million. The Interagency Agreement also provided \$15 million directly to the Commission for Technical Assistance and implementation of the CYBHI.

In February 2020, the Commission through Assembly Bill 1315 approved the outline of a Request for Application (RFA), based on the recommendations made by the EPI Plus Advisory Committee, which allocated \$15.6 million to support existing early psychosis programs and contracted with the University of

California, Davis as the leaders of EPI-CAL to provide training and technical assistance to grantees and other interested programs who are interested in reaching full fidelity to the CSC model over a four-year term.

III. Additional DHCS Terms and Conditions.

- a. **Funding received will not duplicate nor supplant** any existing funding sources, initiatives, or programs by other federal, state, or local funding sources.
- b. **Modifications to payment dates or amounts** will be at the discretion of DHCS and with formal written notice.
- c. **DHCS or TPA may audit or inquire into GRANTEE actions** regarding receipt and use of grant funds at any time and detail the timelines (for example, “GRANTEE must respond to inquiries, communications, and reasonable requests for information or documentation from DHCS or the TPA within two (2) business days of receipt and must provide any requested information within five (5) business days unless an alternative timeline is approved by DHCS”).
- d. **GRANTEE alert and fund return** may occur if circumstances prevent GRANTEE from carrying out any of the aforementioned activities and may be required to return unused funds to DHCS through TPAs.
- e. **GRANTEE’s authorized representative** may need to provide a point of authority contact to speak and act on behalf of GRANTEE and contact information will be collected in this Agreement.
- f. **GRANTEE record and documentation** will ensure that all documentation used to support and detail expenditures will be retained for no less than ten (10) years beyond the date of final payment and will make sure records available for complete inspection by DHCS upon request.
- g. **DHCS has rights to reports and data** associated with the grant activities pursuant to this Agreement, except as restricted by applicable law.
- h. **Delivery of models will need to have culturally competent care** ensuring responsive approach to implementation with priority populations not limited to additional training or collaborative learning sessions.
- i. **GRANTEE will not discriminate** against any class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.
- j. **Disputes and indemnification** will outline the right to and use of appropriate legal counsel in the event legal issues arise.
- k. **Disclaimer** stating that the funds and services are available on an “as-is and as-available basis” and that GRANTEES use funds at their own risk.
- l. **Verification of background and financial verification** outlining the steps necessary to ensure GRANTEE eligibility and due diligence.

IV. Auditing and Recoupment. DHCS or the TPAs, as appropriate, may:

- a. Perform audits of the CYBHI Evidence Based Practices and Community-Defined Evidence Practices grant program funding disbursements** and any corrective actions necessary and associated plans.
- b. Outline the process if funds are underspent during the project period** with final progress reports and outlines of acceptable scenarios with next steps (e.g., rollover funds, return unused funds, or audit and recoupment of unused funds).
- c. Recoup funds in cases where there is:**
 - i. Identified fraud, waste, or abuse.
 - ii. Funding spent on impermissible use(s) of funds.
 - iii. Identification that funding received by the GRANTEE may be duplicative with other funding sources.
 - iv. Identification that GRANTEE becomes ineligible to provide services.
 - v. Evidence that GRANTEE uses funding on an item or activity that was not approved in the Implementation Plan.
 - vi. Evidence that GRANTEE deviates significantly (as determined by DHCS in coordination with TPAs) in how funding was applied to various approved funding uses relative to what is in the original budget template.
 - vii. Identification that GRANTEE did not spend all the funds received and will not voluntarily return unused funds.
 - viii. GRANTEE shall return to DHCS or DHCS' TPA, by June 30, 2026, any unspent funds (encumbered funds not spent by June 30, 2026) associated with unsatisfactory completion or lack of completion of subgrantee deliverables, including activities or deliverables specified in the subgrantee's budget and grant agreement.
 - ix. GRANTEE shall return funds within 30 calendar days upon verbal and/or written notification of DHCS' and the TPA's determination of a GRANTEE not meeting its contractual obligations.

EXHIBIT E

TO SUBAWARD AGREEMENT

INSURANCE REQUIREMENTS

GRANTEE shall, at GRANTEE'S cost and expense, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

Commercial General Liability Insurance. GRANTEE shall procure and maintain Commercial General Liability insurance written on an occurrence basis with listed limits of at least \$1,000,000 per occurrence for bodily and property damage and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. GRANTEE shall not provide general liability insurance under any Claims Made General Liability form and will require the California Institute for Behavioral Health Solution's (CIBHS) approval if GRANTEE'S General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to GRANTEE'S services or other activities associated with this Agreement, including, without limitation, liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured.

Additional Insureds added to General Liability Policy. The State of California, CIBHS, Heluna Health and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.

Workers Compensation Insurance. GRANTEE shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). GRANTEE must maintain such a policy and provide CIBHS with a certificate of insurance that includes a waiver of subrogation endorsement.

Automobile Insurance. GRANTEE shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 single limit per occurrence for bodily and property damage combined; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the GRANTEE must possess automobile liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. GRANTEE agrees to include an Additional Insured Endorsement naming the State of California, CIBHS, Heluna Health and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees as additional insureds. GRANTEE will, as soon as practicable, furnish a copy of the certificate of insurance to CIBHS. The certificate of insurance will identify CIBHS Agreement number referenced on the

signature page hereto. GRANTEE will provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued covered for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

Pollution Liability. (Applicable only when services involve the handling of toxic or hazardous substances.) GRANTEE shall maintain Pollution Liability insurance covering the liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

General Insurance Provisions. GRANTEE will provide evidence of such Insurance to HELUNA HEALTH within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the project. GRANTEE agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. GRANTEE'S general liability, auto liability and Professional insurance must be issued by responsible insurance companies. Upon failure of GRANTEE to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of HELUNA HEALTH, may be suspended, discontinued or terminated. Failure of GRANTEE to purchase and/or maintain any required insurance shall not relieve GRANTEE from any liability or indemnification under the Agreement.

EXHIBIT F

TO SUBAWARD AGREEMENT

DHCS IMPLEMENTATION AND REPORTING GUIDANCE FOR GRANTEES

Overview of implementation planning and reporting requirements

Implementation Planning requirements

GRANTEE will submit the establishment work plan completed in partnership with the Commission and UC Davis as documentation and outline of their implementation activities. The establishment work plan will serve as this “implementation plan” for this agreement and will track progress towards the establishment of the intervention in alignment to the CSC model ensuring the timely commencement of services in the funded community.

Data Reporting requirements

According to the Child and Youth Behavioral Health Initiative (CYBHI) statute (Welfare & Institutions Code 5961.5), “as a condition of funding, grant recipients shall share standardized data, in a manner and form determined by the department.” In accordance with this statutory requirement, the Commission will provide data to DHCS, and the California Institute for Behavioral Health Solutions (CIBHS) and Heluna Health, the Third-Party Administrators, for inclusion in its reports to DHCS. Data will include performance data from each GRANTEE through the Beehive platform, and a series of written quarterly reports that will enable GRANTEE to share metrics on their progress against programmatic goals and objectives. To prepare for submitting this data and quarterly reports, the Beehive platform will be provided to GRANTEE to facilitate the successful collection and reporting of outcomes and client characteristics data.

GRANTEE will be asked to provide individual client-level data to UC Davis via the Beehive Platform. In addition, if data is also requested by the Commission, CIBHS or Heluna Health, GRANTEE may submit aggregate data counts for some or all of the data elements in lieu of client-level data. This would not include identifying information such as name, date of birth, address, phone number, etc.

DHCS requires a set of programmatic reports, differentiated from client-level data, submitted to the Commission and CIBHS/Heluna Health to ensure compliance with this funding to be submitted via a link provided by Heluna Health pursuant to the schedule set forth below:

Payment Schedule		
Deliverable	Due Date	Payment Amount
Terms & Conditions	Fully Executed Contract	25%
Progress Report # 1	October 30, 2024	25%
Progress Report # 2	February 28, 2025	25%
Progress Report # 3	May 30, 2025	25%

EXHIBIT G

TO SUBAWARD AGREEMENT

DHCS EQUITY EVALUATION REQUIREMENT

Equity Evaluation Requirement for The Children and Youth Behavioral Health Initiative (CYBHI)

The GRANTEE shall conduct an evaluation of the organization's efforts toward the provision of accessible services with an Anti-Racism, Diversity, Equity, and Inclusion perspective. Evidence-based practices (EBPs) and Community-Defined evidence practices (CDEPs) can serve to advance equitable behavioral health access, quality, and outcomes. However, EBPs/CDEPs do not take place in a silo. They must be integrated into organizational culture, practices, policies, and programs. Their impact on equity is maximized if integrated into an organization actively working toward becoming an antiracist organization that prioritizes behavioral health equity.

Tool for EBP Implementation Readiness

All GRANTEES whose programs are housed within a behavioral health organization are strongly encouraged to adopt the Self-Assessment for Modification of Anti-Racism Tool (SMART) as the standard to meet the project evaluation requirement.

GRANTEES that are not behavioral health organizations, such as schools, hospitals, other primary care settings, that wish to use another equity assessment tool must submit a description of tool, rationale, process and criteria for consideration as a component of the Implementation Plan referenced in Exhibit F. The requirement also applies to GRANTEES who have recently completed an equity organizational assessment using a tool other than the SMART. Approval of an alternate evaluation tool will be approved on a case-by-case basis.

GRANTEES using or intending to use an assessment tool other than SMART, must submit a copy of the tool along with the following information:

- **Rationale:** Brief description of tool and reason, principles and intention used in selecting alternate assessment tool. Please also include information if an alternate selection is part of an existing larger county or institutional process and provide implementation timeframe.
- **Process:** Provide a brief outline of the assessment tool implementation process including outline of organizational domains to be assessed. Please also include descriptions of the steps required for tool implementation, process for data collection, analysis and reporting, sustainability plan and integration commitments and commitment to policy development in response to assessment results and learning.
- **Criteria:** Provide benchmark/baseline data, relevant areas of assessment, and what resources your organization will dedicate to complete the assessment.

Please submit your evaluation and related documents via the link you will receive from the California Institute for Behavioral Health Solutions / Heluna Health.