



**AGREEMENT FOR CONSULTANT SERVICES
AGREEMENT NO. 24/25-0849**

This **MEMORANDUM OF UNDERSTANDING “MOU”** is submitted on October 1st, 2024, by and between the San Bernardino County Superintendent of Schools, hereinafter referred to as "**SUPERINTENDENT**," and the Silver Valley Unified School District, hereinafter referred to as "**LEA**".

The purpose of this MOU is to disseminate Grant Program funds to Local Educational Agencies (**LEA**) and detail the roles and responsibilities of **SUPERINTENDENT** and **LEA** in the Grant Program. Work funded by the Grant Program will be informed by other work **LEAs** have done to build school-based mental health and wellness services, and the Grant Program may supplement such prior work and services.

RECITALS

California is implementing the Children and Youth Behavioral Health Initiative (CYBHI) to reimagine the systems, regardless of payer, that support behavioral health for all California children, youth, and their families. As a part of CYBHI, the Department of Health Care Services (DHCS) has authority to award School-Linked Partnership and Capacity Grants.

School-Linked Partnerships and Capacity Grants Program have three primary goals:

Fee schedule readiness:

Increase the number of **LEAs** who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. **LEA** include county offices of education, school districts, charter schools, the California Schools for the Deaf, and the California School for the Blind. The Statewide Multi-Payer School-Linked Fee Schedule (Fee Schedule) is a new model that establishes a specific set of behavioral health services and rates at which Medi-Cal and commercial plans are required to reimburse local educational agencies, public institutions of higher education, and other school-affiliated providers. Attaining fee schedule readiness will ensure that one-time funds are used in a way that promotes long-term sustainability.

Expanded access:

Increase availability, equity, and range of behavioral health services in schools or school-linked settings by augmenting **LEA**' capabilities and capacity. This provides an opportunity for educational entities to increase capacity and expand service delivery in the nearer term. Similarly, investments in the systems around school-linked services can help expand access to behavioral health care in schools.

Collaborative Infrastructure:

Develop or enhance collaborative infrastructure across **LEA**, Medi-Cal and commercial managed care plans (MCPs), county behavioral health departments, and community-based organization (CBO) providers that focus on child and youth behavioral wellbeing. Grant funds can be spent on developing plans to achieve common goals, policies to enable and measure success, and tools to improve collaboration to help these systems better support children and families.

I. Scope of Work

- a. **LEA** shall utilize Grant Program to advance fee schedule readiness within the **LEA**.
- b. To implement the Grant Program, **LEA** will:
 1. Maintain effective communication with **SUPERINTENDENT** and provide **SUPERINTENDENT** with timely notification of any significant issues.
 2. Assess districtwide needs and submit a Grant Program **LEA** Implementation Plan, through an online form. This Implementation Plan should reflect the **LEA**'s current understanding of district's capacity's and needs and should outline how the **LEA** plans to use its Grant. The use of funds indicated in the **LEA** Implementation Plan must align with the Grant purpose and intended use of funds.

- c. The LEA implementation Plan must be submitted to **SUPERINTENDENT** no later than November 12th, 2024.
- d. Any updates of changes to Implementation Plan requires approval by **SUPERINTENDENT**.

II. SUPERINTENDENT Responsibilities as Grant Administrator

SUPERINTENDENT shall serve as Grant Administrator and primary point of contact for grant recipients and:

- a. Lead an outreach and onboarding process for **LEAs**;
- b. Disseminate the grant funds to **LEAs** and support **LEAs** in developing Implementation Plans that prioritize activities based on local contexts, needs, and goals in alignment with the permissible use of funds.
- c. Convene and organize online meetings and conference calls with stakeholders to support Program development and implementation.
- d. Provide technical assistance, coaching, and resources for **LEAs** that will contribute to the successful development and implementation of each **LEA's** Implementation Plan. This technical assistance is inclusive of:
 - 1. Onboarding Support: Answer questions about the development of the Implementation Plan and administration process, including alignment with Program goals and permissible uses.
 - 2. Administrative Support: Provide regular and ongoing training and technical assistance regarding subcontracting requirements, invoicing, monitoring and oversight, data collection, reporting, and meeting expected performance measures.
 - 3. Collaborative Learning: Provide networking and collaborative opportunities for **LEAs** to help all grant recipients meet program objectives, advance equity in behavioral health services in schools, and improve outcomes for schools and educators.
 - 4. Develop templates to assist **LEAs** in fulfilling obligations set forth in this agreement.
- e. Facilitate the gathering of feedback from **LEAs** on the support offered related to this Program;
- f. Monitor and Report on Implementation;
- g. Provide monitoring, oversight, and support to **LEAs** in the execution of Implementation Plan;
- h. Act as the Program Lead, gather data from **LEAs** regarding the progress of **LEAs** regarding grant program, provide required reports, and engage in regular communications with DHCS to further support **LEAs** and the implementation of Grant activities.

III. SUPERINTENDENT Responsibilities in Capacity Grant Program:

- a. Conduct outreach to San Bernardino County **LEAs** and encourage participation in the Grant Program.
- b. Establish MOU between **SUPERINTENDENT** and each participating San Bernardino County LEA, detailing amount of funds to be allocated and LEA grant activities to be performed.
- c. Distribute funds to participating San Bernardino County **LEAs** (including charter schools) for utilization.
- d. Coordinate and ensure accountability for completion of LEA Baseline and End-of-Program Surveys.
- e. Provide ongoing coordination and communication with participating San Bernardino County **LEAs** around Grant Program implementation.
- f. Assist each San Bernardino County **LEA** that is receiving its full or partial allocation of Grant Funds in creating an Implementation Plan consistent with the DHCS Funding Guidance Memo.

- g. Review, provide feedback, and coordinate accountability for San Bernardino County **LEA**-level implementation plans.
- h. Coordinate ongoing training and technical assistance to San Bernardino County **LEAs** regarding permissible uses of funding for the Grant Funds such as Medi-Cal enrollment, service delivery infrastructure and capacity building, data collection and documentation and billing infrastructure.
- i. Provide resources and training materials to San Bernardino County **LEAs** to help with successful program implementation.
- j. Support participating San Bernardino County **LEAs** to complete required reporting, and review San Bernardino County **LEA** reports to monitor the implementation progress.
- k. Identify one lead **Point of Contact** (POC) to participate in “Collaborative Learning Sessions” and related activities coordinated by **SUPERINTENDENT**.
- l. Submit reports in a timely manner and in accordance with the timeline detailed in Section V., Table 1.

IV. LEA Responsibilities in Capacity Grant Program:

- a. Complete 3 **LEA** Progress Reports as follows:
 - 1. Complete **LEA** Progress Report #1 on work completed between January 1st, 2025, and June 30th, 2025; due by July 31st, 2025. This report may include updates on key activities such as: **LEA** spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and progress toward completion of deliverables identified in the **LEA** Implementation Plan. Requests to modify the **LEA** Implementation Plan may be submitted as part of this progress report.
 - 2. Complete **LEA** Progress Report #2 on work completed between July 1st, 2025, and December 31st, 2025; due by January 30th, 2026. This report may include updates on key activities such as **LEA** spending of Grant Funds (in alignment with DHCS Funding Guidance Memo); and progress toward completion of deliverables identified in the **LEA** Implementation Plan. Requests to modify the **LEA** Implementation Plan may be submitted as part of this progress report.
 - 3. Complete **LEA** Progress Report #3 on work completed between January 1st, 2026, and June 30th, 2026; due by July 31st, 2026. This report may include updates on key activities such as: **LEA** spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and completion of deliverables identified in the **LEA** Implementation Plan.
- b. Attend and actively participate in Technical Assistance and Collaborative Learning as needed and/or as advised by **SUPERINTENDENT** to support the successful implementation of Grant Program activities in alignment with **LEA** Implementation Plan.
- c. Attend and actively participate in Office Hours hosted by **SUPERINTENDENT**, as necessary to support the successful implementation of Grant Program activities in alignment with **LEA** Implementation Plan.
- d. Comply with relevant state and federal law, including California Welfare and Institutions Code, Sections 5961 and 5961.4, as well as applicable DHCS policies.
- e. Collect and submit program data and metrics as necessary for DHCS reporting.

V. Fiscal and Other Reporting

- a. **SUPERINTENDENT** shall distribute \$294,847.46 (total allocation) to **LEA** in grant funds based on milestones outlined in **Table 1**, for successful performance of the deliverables set forth in this agreement. The budget will be included as a part of the Implementation Plan and must be aligned with permissible use of funds.
- b. **LEA** shall submit progress reports to **SUPERINTENDENT**, via online form, as outlined in **Table 1**; Reports will include:

1. Detailed budget information.
2. Project descriptions and timelines, including the progress towards deliverables in **LEA's** Implementation Plan as set forth in Section IV. a., which will include:
 - i. Progress toward meeting operational readiness requirements.
 - ii. Updated milestones and timelines for grant activities.
- c. All updates and revisions to Implementation Plan deliverables and budgets must be reviewed and approved by **SUPERINTENDENT**.
- d. Invoices must be submitted with and aligned with Table 1 below:

Table 1

The total Budget and invoice amount may not exceed allocation as follows:

Activity	% of Funds	Due Date	Amount
Completion of MOU Submission of Invoice #1	50% of funds released upon completion of MOU and approved invoice.	Signed MOU and Invoice #1 due to SBCSS by November 14 th , 2024.	\$147,423.73
Completion of LEA Implementation Plan Submission of Invoice #2	40% of funds released upon approval of LEA's completed Implementation Plan and approved invoice.	LEA Implementation Plan due by November 12 th , 2024. Invoice #2 due by November 19 th , 2024	\$117,938.98
Progress Report #1 Covering work from: Jan. 1 st , 2025 – June 30 th , 2025	N/A	Progress Report #1 due by July 31 st , 2025	N/A
Progress Report #2 Covering work from: July 1 st , 2025 – Dec. 31 st , 2025 Submission of Invoice #3	10% of funds released upon completion of Progress Report #2, approved invoice and LEA Progress Reports, as described in Section IV.	Progress Report #2 due by January 30 th , 2026. Invoice #3 due by February 6 th , 2026.	\$29,484.75
Progress Report #3 Covering work from: Jan. 1 st , 2026 – June 30 th , 2026	N/A	Progress Report #3 due by July 31 st , 2026.	N/A
GRAND TOTAL			\$294,847.46

- e. All expenditures should be directly, demonstrably, and credibly related to achieving operational readiness, developing collective infrastructure, or improving equity, access, and range in school-linked behavioral health services. Expenditures outside of these guidelines will not be permitted without explicit permission from DHCS. If **LEA** would like to request funds for another purpose, a proposal may be submitted to the **SUPERINTENDENT** and DHCS for consideration. Any excess funds may be utilized by the **LEA**, only for purposes consistent with Grant Program goals; however, in this situation, entities shall send an updated Implementation Plan to DHCS through the **SUPERINTENDENT**. To the extent expenditures are deemed to be outside of the DHCS Funding Guidance Memo, **SUPERINTENDENT** may seek recoupment of Grant Funds.

- f. Payment provisions are contingent upon **SUPERINTENDENT's** receipt of full payment from DHCS. If DHCS's payments to **SUPERINTENDENT** are reduced, delayed, or terminated at any time during the term of this MOU, **SUPERINTENDENT's** payment to **LEA** will be similarly reduced, delayed, or terminated.

VI. Additional Terms

- a. It is the intention of **SUPERINTENDENT** and **LEA** that the provisions of this paragraph be interpreted to impose on each party the responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the **SUPERINTENDENT** and **LEA** that the principles of comparative fault will be followed. This provision will survive the termination of this MOU.
- b. **SUPERINTENDENT** agrees to avoid any real or apparent conflict of interest on the part of the **SUPERINTENDENT**, subcontractors, or employees, officers and directors of the **SUPERINTENDENT** or subcontractors.
- c. **SUPERINTENDENT** or any employee of **SUPERINTENDENT** shall be deemed at all times to be an Independent Contractor, and not an employee of the **SUPERINTENDENT**. Independent Contractors shall be wholly responsible for the manner in which they perform the services required under this Agreement. Nothing contained in the Agreement shall be construed as creating an employment or agency relationship between the **SUPERINTENDENT** and Independent Contractor, or its employees.

VI. Duration of Agreement

The term of this MOU is effective from the date of execution, through and including to June 30th, 2026.

VII. Successors and Assigns

This agreement shall not be assignable except with written consent of parties hereto.

VIII. Special Provisions

- a. **SUPERINTENDENT** and **LEA** shall comply with all federal, state, and local laws and ordinances applicable to such work.
- b. This agreement may be amended by the mutual written consent of the parties hereto.

IX. Cancellation of Agreement

- a. If at any time prior the performance of this Agreement **SUPERINTENDENT** determines, at **SUPERINTENDENT's** sole discretion, that **LEA's** services are or have become unsatisfactory, or if at any time during the performance of this agreement **SUPERINTENDENT** determines, at his sole discretion, to suspend indefinitely or abandon the work under this agreement, **SUPERINTENDENT** shall have the right to cancel this agreement and terminate the performance of **LEA's** participation hereunder. In the event of such cancellation, **SUPERINTENDENT** shall give written notice to **LEA** of its intention to cancel thirty (30) days in advance of the effective date of the cancellation.
- b. If the cancellation is for unsatisfactory performance, **SUPERINTENDENT** shall be obligated to pay **LEA** only for those services deemed by **SUPERINTENDENT** to be satisfactory as of the effective date of cancellation or termination. If the cancellation is the result of **SUPERINTENDENT's** decision to suspend indefinitely or abandon the work under this agreement, **SUPERINTENDENT** shall be obligated to pay **LEA** only for those services performed by **LEA** through the effective date of cancellation or termination.
- c. In the event **LEA** fails to comply with the terms of this contract, DHCS policy, or state and federal law, **SUPERINTENDENT** will provide notice of the failure to **LEA**. **SUPERINTENDENT** may provide the **LEA** with time to remedy the deficiency and/or provide a written explanation of the failed compliance. If the **LEA** does not provide a sufficient remedy or response within the time frame established by **SUPERINTENDENT**, **SUPERINTENDENT** may terminate the contract in writing immediately.

IX. Hold Harmless-Insurance Provisions

- a. **LEA** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages,

liabilities, costs, suits or expenses, including reasonable attorney fees, arising out of a negligent act or omission of its agents, employees and officers, or the condition of any property owned or controlled by the **LEA** in the performance of services provided under this agreement. It is understood that employees and any subcontractor of the **LEA** in its performance under this agreement are not agents or employees of the **SUPERINTENDENT**.

- b. **SUPERINTENDENT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the San Bernardino County, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney fees, arising out of a negligent act or omission of the **SUPERINTENDENT**, its agents, employees and officers, or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this agreement. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this agreement are not agents or employees of the **SUPERINTENDENT**.

X. Indemnification

- a. **SUPERINTENDENT** hereby agrees to indemnify, defend, and save harmless **LEA** and its employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm, or corporation for damages, injury, or death incurred by reason of any act or failure to act by **SUPERINTENDENT** or **SUPERINTENDENT**'s officers, agents, and employees in connection with the performance of this Agreement.
- b. **LEA** hereby agrees to indemnify, defend and save harmless **SUPERINTENDENT** and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by the **LEA**'s employees in connection with the performance of this Agreement.

XI. Record Retention

SUPERINTENDENT and **LEA** must maintain all records supporting the LOA and related activities for three years after the end of the contract term. Additionally, **SUPERINTENDENT** and **LEA** agree to make all records relating to the Agreement available upon request by **SUPERINTENDENT**, SBCDPH, CDPH.

XII. Effective Date and Signature

The below signed certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The parties indicate their agreement by their signatures. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose

XIII. Insurance

LEA shall take out and maintain during the life of the contract such general, automobile, and liability insurance as shall protect him and the **SUPERINTENDENT** from all claims for property damage arising from operations under the contract. **LEA** shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the **SUPERINTENDENT** stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
- b. Certificate of Insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Certificate of insurance for general liability insurance shall clearly state that the **SUPERINTENDENT** and the **LEA** are named as additionally insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the **SUPERINTENDENT**. **LEA** will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
- d. Insurance shall be written for not less than the following limits, or greater if required by law:
 - 1) Workers' Compensation (must include waiver of subrogation)

- | | |
|---|-----------------------------|
| a) State | Statutory |
| b) Applicable Federal | Statutory |
| 2) Commercial General Liability: | |
| a) Bodily Injury | \$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Advertising Injury | \$1,000,000 each occurrence |
| 3) Comprehensive Automobile Liability (owned, non-owned, hired) | |
| a) Bodily Injury | \$1,000,000 each accident |
| b) Property Damage | \$1,000,000 each accident |
| 4) Sexual Abuse or Molestation | |
| a) Sexual Abuse or Injury Limit Insurance | \$1,000,000 each occurrence |
| *Exceptions may be made for consultants who do not have access to students. | |

XIV. Fingerprints

This Agreement is subject to the provisions of Education Code Sections 45125.1 and 45125.2. LEA and its employees who may come into contact with pupils at any site are required to submit fingerprints to the Department of Justice. The Department of Justice will ascertain whether the individual has a pending criminal proceeding for a violent and serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.

XV. Conflict of Interest

SUPERINTENDENT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

**SILVER VALLEY UNIFIED SCHOOL
DISTRICT**

Signature

Signature

Typed Name and Title

Name and Title

Date

Date

THE TERMS OF THIS AGREEMENT ARE NOT IN PLACE UNTIL ALL ABOVE HAVE SIGNED