

Agreement No. \_\_\_\_\_

Board Resolution No. 080737

**MEASURE K GRANT AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND RAVENSWOOD FAMILY HEALTH  
NETWORK**

This Agreement is entered into this 12 day of November, 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ravenswood Family Health Network, hereinafter called "Grantee."

\* \* \*

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Project Description
- Exhibit B—Reporting and Invoicing

**2. Grant**

County hereby grants to Grantee a sum not to exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS, (\$750,000)** in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

**3. Term & Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall begin November 12, 2024, and continue through June 30, 2027. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

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County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

**4. Relationship of Parties**

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

**5. Project Administration**

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

**6. Hold Harmless**

Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services performed of Grantee in furtherance of the Project under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Grantee or its employees/officers/agents/volunteers;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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**7. Insurance**

**a. General Requirements**

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County’s Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee’s coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers’ Compensation and Employer’s Liability Insurance**

Grantee shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of Project work for which it would receive grant funds.

**c. Liability Insurance**

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee’s operations under this Agreement, whether such operations be by Grantee, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000  
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000  
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000  
(To be checked if Grantee is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

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**8. Assignability and Subcontracting**

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

**9. Compliance With Laws**

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee’s expense, any license, permit, or approval required from any agency.

**10. Merger Clause; Amendments**

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, and correctly states the rights, duties, and obligations of each party as of this document’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**11. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**12. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Grantee, to:
San Mateo County Health Public Health, Policy and Planning Tamarra Jones, Director 2000 Alameda de las Pulgas., 2 <sup>nd</sup> Floor San Mateo, CA 94403 Email: <a href="mailto:tjones1@smcgov.org">tjones1@smcgov.org</a> Phone: (650) 670-7790	Ravenswood Family Health Network Jessica Yee, Director of Development, Planning & Evaluation 1885 Bay Road East Palo Alto, CA 94303 <a href="mailto:jyee@RavenswoodFHN.org">jyee@RavenswoodFHN.org</a> Phone: (650) 600-4859

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**13. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


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\* \* \*

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

**For Grantee:**

Signed by:  
  
67E2EFF300A14D6...  
(signature) \_\_\_\_\_  
Authorized Representative  
Grantee

10/4/2024  
\_\_\_\_\_  
Date

**RAVENSWOOD FAMILY HEALTH NETWORK**  
\_\_\_\_\_  
Name of Grantee

**Name/Title**

**Gralyn Jacques, Chief Executive Officer**

(please print name)  
Authorized Representative  
Grantee

COUNTY OF SAN MATEO

By: 

Resolution No. 080737

Vice President, Board of Supervisors, San Mateo County

Date: November 12, 2024

ATTEST:

By: 

Clerk of Said Board

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**Exhibit A**

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the November 12, 2024, Board transmittal and resolution, incorporated herein by reference:

**1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Exhibit B, **Amount and Method of Payment**, Contractor shall provide the following services:

The Contractor, Ravenswood Family Health Network (RFHN) will implement the **Pipeline to Peak Performance Training for Workforce Preparedness project** to fully develop and sustain a robust pipeline of highly qualified staff in 3 paraprofessional categories: 1) Dental Assistants (DAs); 2) Medical Assistants (MAs); and 3) Front Office Staff (FO Staff). This project will continue to build a solid paraprofessional pathway for young people from the communities RFHN serves – low-income, people of color from San Mateo and Santa Clara Counties, with the majority from San Mateo County, particularly East Palo Alto, Menlo Park's Belle Haven, and Redwood City's North Fair Oaks.

**Objectives**

**Objective 1: Increase training for clinic support staff.**

RFHN's training programs have been in place 1-2 years depending on the position. Their Staff Development Department continues to finetune their in-house training, with the eventual goal of circumventing the need for students to attend certain paraprofessional technical schools, particularly for FO Staff and even the DAs. The objective is to maintain and strengthen high-quality in-house training curricula and protocols that meet and exceed all State certification requirements, including the stringent requirements set for MAs and DAs.

<b>Activity</b>	<b>Date Range (Start to Completion Date)</b> <b>(Fiscal Year 1)</b>	<b>Date Range (Start to Completion Date)</b> <b>(Fiscal Year 2)</b>	<b>Date Range (Start to Completion Date)</b> <b>(Fiscal Year 3)</b>
1) Refine and finalize in-house training curricula, schedules, trainers, and materials for MA, DA, FO staff training programs.	Nov 12 – Nov 30, 2024	Jul 1 – Jul 31, 2025	Jul 1 – Jul 31, 2026
2) Conduct outreach for the positions in the communities, screen and recruit candidates for the positions (2 for DA, 6 for MA, 4 FO staff)	Dec 1, 2024 – Dec 31, 2024	Aug 1, 2025 – Oct 31, 2025	Aug 1, 2026 – Oct 31, 2026
3) Train the hired staff (6-8 months for each training per year)	Jan 1, 2025 – June 30, 2025	Nov 1, 2025 – June 30, 2026	Nov 1, 2026 – June 30, 2027

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**Objective 2: Improve the knowledge and skills of clinic support staff.**

Two outcomes are prioritized: 1) **Paraprofessional readiness**, as evidenced by improved overall preparedness to handle their duties with patients and providers, including higher levels of confidence in their work; acquisition of more well-rounded knowledge in both their hard-technical and softer people skills; and development of more poise and competence in handling difficult situations; and 2) **Contented and happier patients** as a result of the paraprofessionals' higher attention to care interfacing with providers and patients. Both the expected outcomes will be assessed via competency checklists, by timely employee performance reports by their supervisors/managers, and on a general level, via patient surveys.

Activity	Date Range (Start to Completion Date)  (Fiscal Year 1)	Date Range (Start to Completion Date)  (Fiscal Year 2)	Date Range (Start to Completion Date)  (Fiscal Year 3)
1) Create assessment exams and checklists designed to evaluate the competency of DAs, MAs, and FO staff; develop performance review protocols.	Nov 12 – Nov 30, 2024	Jul 1 – Jul 31, 2025	Jul 1 – Jul 31, 2026
2) Provide coaching to prepare for the candidates for the assessment exam.	May 1 – May 30, 2025	May 1 – May 30, 2026	May 1 – May 30, 2027
3) Conduct assessment exams, and performance reviews.	June 1 to June 30, 2025	June 1 to June 30, 2026	June 1 to June 30, 2027

**Objective 3: To enhance the closing of care gaps for patients.**

Through the in-house training programs, MAs, DAs, and FO staff will be better trained and well-equipped to identify and report mental health crises in relationship to domestic violence, elder abuse and child abuse. MAs will also be able to address mental health care gaps, such as screening for Depression, Trauma, and Relationship Safety. Overall, patients feel more comfortable and are better served with linguistically respectful handoffs performed by bi-lingual/bi-cultural paraprofessional staff who represent the communities of patients. Patients' general contentment and happiness with service are evidenced by their continued use of their healthcare, year after year.

Activity	Date Range (Start to Completion Date)  (Fiscal Year 1)	Date Range (Start to Completion Date)  (Fiscal Year 2)	Date Range (Start to Completion Date)  (Fiscal Year 3)
RFHN's Staff Development Department will train 100% of RFHN's MAs on addressing care gaps related to mental health such as Depression Screening, Trauma Screening, and Relationship Safety Screening.	Feb 1, 2025 – June 30, 2025		



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<p>Ensure 90% of RFHN's MAs pass an assessment (score 80% or more) focused on addressing care gaps related to mental health such as Depression Screening, Trauma Screening, and Relationship Safety Screening.</p>		<p>Oct 1, 2025 – June 30, 2026</p>	
<p>Ensure 100% of RFHN's MAs pass an assessment (score 80% or more) focused on addressing care gaps related to mental health such as Depression Screening, Trauma Screening, and Relationship Safety Screening.</p>			<p>Oct 1, 2026 – June 30, 2027</p>

**2. Participation and Monitoring:**

- Participate in an orientation meeting at which contract management guidelines and reporting/invoice templates and additional expectations will be reviewed.
- Participate in at least quarterly check-ins with contract manager in:
  - **Mar of 2025, 2026, 2027**
  - **Jun of 2025, 2026, 2027**
  - **Sep of 2025, 2026**
  - **Dec of 2025, 2026**

to discuss progress, challenges, and any assistance needed.

**3. Reporting:** The Contractor shall conduct the following activities for project reporting:

- 1) Submit a quarterly progress report:
  - **Mar 15 of 2025, 2026, 2027**
  - **Jun 15 of 2025, 2026, 2027**
  - **Sep 15 of 2025, 2026**
  - **Dec 15 of 2025, 2026**

using the report template describing status, progress on deliverables listed in Exhibit A, and performance in meeting the objectives.

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**The following are the performance metrics requested by the County Executive’s Office:**

Measure	FY 2024-2025 Quarterly update/ end-of-year target	FY 2025-2026 Quarterly update/ end-of-year target	FY 2026-2027 Quarterly update/ end-of-year target
Number of newly hired DAs, MAs, and FO staff trained	2 DAs, 6 MAs, 4 FO Staff	2 DAs, 6 MAs, 4 FO Staff	2 DAs, 6 MAs, 4 FO Staff
# of training months and types of course material completed	6-8 training months	6-8 training months	6-8 training months
Number of DAs, MAs, and FO staff trained by RFHN’s Staff Development Department have passed their competency exam.	2 DAs, 6 MAs, 4 FO Staff	2 DAs, 6 MAs, 4 FO Staff	2 DAs, 6 MAs, 4 FO Staff
Number of RFHN’s MAs trained/passed assessment on addressing care gaps related to mental health, such as Depression Screening, Trauma Screening, and Relationship Safety screening.	6 MAs trained	Up to 5 MAs pass the assessment	Up to 6 MAs pass the assessment
Retention of these hires.	Ongoing staff retention	Ongoing staff retention	Ongoing staff retention
Change in turnover rate for all staff in these positions (eg. old and new MA, DA, FO staff)	Improvement turnover rate	Improvement turnover rate	Improvement turnover rate

- 2) Submit an annual report by **Jun 15 of 2025, 2026, and 2027** using the report template describing progress on deliverables, accomplishments, challenges, and any other information requested in the report.
  - Showcase your work by producing a success story on your project to share with partners by June 15, 2027.

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**Exhibit B**

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than 30 days after the end of each quarter. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive’s Office, the County Communications Officer, or the Supervisorial District Office.

**1. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Exhibit A, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

**A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS, (\$750,000)**. The county shall pay the contractor in accordance with the following program expenses described below:

**B. Budget:**

<b>Expense</b>	<b>FY [2024-25] Amount</b>	<b>FY [2025-26] Amount</b>	<b>FY [2026-27] Amount</b>
<b>Personnel:</b>			
Includes Staff Development Director; Clinical Training & Support Supervisor; Staff Development Associate; Front Office Operations Training Coordinator; and Staff Development Assistant. (About 25% FTE)	\$ 207,051	\$ 207,051	\$ 207,051
Benefits @ 15%	\$ 31,058	\$ 31,058	\$ 31,058
<b>Non-Personnel:</b>			
Administrative/overhead costs @ 5%. Includes expenses for accounting and grant management; audit; utilities; facilities maintenance; IT support; security; data and communications.	\$ 11,891	\$ 11,891	\$ 11,891
<b>SUBTOTAL DIRECT COST</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>
Indirect Expenses	\$ 0,000	\$ 0,000	\$ 0,000
<b>TOTAL</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>

**C. Method of Payment and Invoicing:**

- 1) All invoices shall be on the approved invoice template.
- 2) If total costs are expected to be less than the amount listed in the invoice, contractor will only invoice for the actual costs.

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- 3) Contractor shall submit all required documentation necessary to support the invoice. Contractor shall provide additional documentation, including itemized receipts, upon request by The County.
- 4) Invoices will not exceed the aforementioned amount without written pre-approval from the county.
- 5) County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.
- 6) Contractor shall submit invoices using the following schedule:
  - Invoice payment term is Net30 (30 business days) from the invoice date or from the date when invoice discrepancies are resolved.
  - Invoices shall include services provided through 15 days prior to the invoice due date.

	Invoice Amount	Due Date	Associated Deliverable
Invoice #1	\$ 125,000	Dec 15, 2024	<ul style="list-style-type: none"> <li>• Overview document summarizing the training program for MA, DA and FO staff</li> <li>• Sample schedule and outreach flyer</li> <li>• Outreach strategy and recruitment update with basic demographic information (age, race/ethnicity, geographic location/home address zip code, educational background, bi-lingual status).</li> <li>• Progress report using the report template describing progress on deliverables to date.</li> </ul>
Invoice #2	\$ 125,000	June 15, 2025	<ul style="list-style-type: none"> <li>• Annual report using the report template describing progress on deliverables to date. Final count of candidates who have completed the training, passed competency exam, and have been trained to address care gaps related to mental health.</li> </ul>
Invoice #3	\$ 125,000	Dec 15, 2025	<ul style="list-style-type: none"> <li>• Overview document summarizing the training program for MA, DA and FO staff</li> <li>• Sample schedule and outreach flyer</li> <li>• Outreach strategy and recruitment update with basic demographic information (age, race/ethnicity, geographic location/home address zip code, educational background, bi-lingual status).</li> <li>• Progress report using the report template describing progress on deliverables to date.</li> </ul>
Invoice #4	\$ 125,000	June 15, 2026	<ul style="list-style-type: none"> <li>• Annual report using the report template describing progress on deliverables to date (final count of candidates who have completed the training, passes competency exam, and have been trained to address care gaps related to mental health.</li> </ul>

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<p><b>Invoice #5</b></p>	<p>\$ 125,000</p>	<p>Dec 15, 2026</p>	<ul style="list-style-type: none"> <li>• Overview document summarizing the training program for MA, DA and FO staff</li> <li>• Sample schedule and outreach flyer</li> <li>• Outreach strategy and recruitment update with basic demographic information (age, race/ethnicity, geographic location/home address zip code, educational background, bi-lingual status).</li> <li>• Progress report using the report template describing progress on deliverables to date.</li> </ul>
<p><b>Invoice #6</b></p>	<p>\$ 125,000</p>	<p>June 15, 2027</p>	<ul style="list-style-type: none"> <li>• Annual report using the report template describing progress on deliverables to date (final count of candidates who have completed the training, passes competency exam, and have been trained to address care gaps related to mental health.</li> <li>• One page success story to share with partners.</li> </ul>