

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of this 18<sup>th</sup> day of August, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and MENTAL HEALTH SYSTEMS, a California corporation, whose address is 9465 Farnham Street, San Diego, California, 92123, (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement, dated the 25<sup>th</sup> day of April, 2017 (County Agreement No. 17-135), and First Amendment to Agreement No 17-135, dated the 1<sup>st</sup> day of May, 2018 (hereinafter collectively referred to as the "Original Agreement"), pursuant to which CONTRACTOR agreed to create and provide safe, affordable housing for COUNTY'S Department of Behavioral Health (DBH) clients; and

WHEREAS, CONTRACTOR provided housing for DBH clients pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, COUNTY determined not to extend the term of the Original Agreement beyond June 30, 2020, and provided a written 60-day notice of non-renewal; and

WHEREAS, the parties desire to execute this Agreement effective retroactive to May 1, 2020, to evidence the intent and actions of the parties for a modification of the Original Agreement to increase compensation to CONTRACTOR from COUNTY for FY 2019-20 for transition costs to close out the Original Agreement on June 30, 2020, based on the terms and conditions of the Original Agreement.

NOW, THEREFORE, in considerations of the promises herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1           1.       Notwithstanding anything to the contrary in the Original Agreement, the Original  
2 Agreement is attached hereto as Exhibit A and incorporated herein as though its terms and  
3 conditions are fully set forth below, and together with the terms and conditions set forth below,  
4 constitute the entire agreement and understanding between COUNTY and CONTRACTOR  
5 concerning the subject matter hereof for the term hereof, and supersedes all previous  
6 negotiations, proposals, commitments, writings, advertisement, publications and  
7 understandings of any nature whatsoever unless expressly included in and modified by this  
8 Agreement.

9           2.       Section Four (4) of the Original Agreement, located on page three (3), line twelve  
10 (12) beginning with the word "COUNTY" through page four (4), line three (3) ending with the  
11 number "(\$4,454,344.00)", is deleted in its entirety and replaced with the following: "COUNTY  
12 shall compensate CONTRACTOR for CONTRACTOR's actual expenditures made in  
13 performance of this Agreement that are set forth in Revised Exhibit B – 1 attached hereto and  
14 incorporated herein by this reference.

15           The maximum compensation paid by COUNTY to CONTRACTOR under this  
16 Agreement shall not exceed the following amounts: (1) For the period May 1, 2017 through  
17 June 30, 2017 Seventy-Nine Thousand, Seventy-Nine and No/100 Dollars (\$79,079.00); (2)  
18 For the period July 1, 2017 through June 30, 2018 Five Hundred Ninety-Three Thousand, Six  
19 Hundred Seventeen and No/100 Dollars (\$593,617.00); (3) For the period July 1, 2018  
20 through June 30, 2019 Nine Hundred Forty-Five Thousand, Four Hundred Twelve and No/100  
21 Dollars (\$945,412.00); (4) For the period July 1, 2019 through June 30, 2020 One Million  
Eighty Thousand, Five Hundred Five and No/100 Dollars (\$1,080,505.00).

22           The total maximum compensation amount under this Agreement shall not exceed Two  
23 Million Six Hundred Ninety-Eight Thousand, Six Hundred Thirteen and No/100 Dollars  
(\$2,698,613.00)."

24           3.       That the Original Agreement's "Revised Exhibit B" shall be deleted and replaced

1 in its entirety with "Revised Exhibit B-1", attached hereto and incorporated herein by this  
2 reference. All references in the Original Agreement to "Exhibit B" or "Revised Exhibit B" shall  
3 be replaced with "Revised Exhibit B-1."

4 4. The term of this Agreement shall commence upon May1, 2020, and shall continue  
5 in full force and effect through August 31, 2020 to allow for payment of invoices for services  
6 rendered through June 30, 2020.

7 5. Because this Agreement is effective retroactive to May 1, 2020, any services that  
8 have been performed, and for which compensation or reimbursement of expenses has been  
9 paid, prior to the execution of this Agreement are hereby approved and ratified by the parties.  
10 Except as modified herein, the terms and conditions of the Original Agreement are ratified and  
11 restated herein in full, and all remaining terms and conditions contained in the Original  
12 Agreement, that are not modified herein, shall remain in full force and effect during the term of  
13 this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

**CONTRACTOR**  
**MENTAL HEALTH SYSTEMS**

**COUNTY OF FRESNO**

James C Callaghan, Jr

James C Callaghan, Jr (Aug 10, 2020 17:00 PDT)

(Authorized Signature)

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

James C Callaghan Jr

Print Name & Title

9465 Farnham Street

San Diego, CA 92123

Mailing Address

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Susan Bishop  
Deputy

ORG No.: 56304510  
Account No.: 7295/0  
Requisition No.:

**New Starts  
Mental Health Systems  
May 1, 2020 to August 31, 2020**

Budget Categories -	Total Proposed Budget			
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
Program Manager	0.55	\$49,228		\$49,228
Administrative Assistant	0.68	\$25,350		\$25,350
Vice President	0.08	\$7,702		\$7,702
Housing Specialist	1.00	\$43,101		\$43,101
Case Manager	0.03	\$1,244		\$1,244
Program Financial Manager	0.02	\$1,524		\$1,524
Program Financial Analyst	0.08	\$4,865		\$4,865
<b>SALARY TOTAL</b>	<b>2.43</b>	<b>\$133,014</b>	<b>-</b>	<b>\$133,014</b>
<b>PAYROLL TAXES:</b>				
FICA/MEDICARE		\$9,462	\$0	\$9,462
SUI		\$583	-	\$583
<b>PAYROLL TAX TOTAL</b>		<b>\$10,045</b>	<b>\$0</b>	<b>\$10,045</b>
<b>EMPLOYEE BENEFITS:</b>				
Retirement		\$4,153	\$0	\$4,153
Workers' Compensation		\$904	-	\$904
Health Insurance (medical, vision, life, dental)		\$21,063	\$0	\$21,063
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$26,120</b>	<b>\$0</b>	<b>\$26,120</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$169,179</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
Rent/Lease - Client Housing				\$693,966
Rent/Lease - Admin Office				\$56,102
Utilities				\$14,506
Building Maintenance				\$12,213
Equipment Maintenance				\$178
Furniture (see breakdown on Exhibit C)				\$57,899
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$834,864</b>

**New Starts  
Mental Health Systems  
May 1, 2020 to August 31, 2020**

Budget Categories -	Total Proposed Budget			
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>OPERATING EXPENSES:</b>				
Telephone				\$5,999
Postage				\$521
Office Supplies & Equipment				\$2,343
Household Supplies				\$94
Program Supplies				\$8,000
Transportation of Clients				\$500
Staff Travel				\$1,599
Licenses/Taxes				\$1,172
Other Business Services				\$876
Software Expense				\$396
<b>OPERATING EXPENSES TOTAL</b>				<b>\$21,500</b>
<b>FINANCIAL SERVICES EXPENSES:</b>				
Indirect Costs				\$152,806
<b>FINANCIAL SERVICES TOTAL</b>				<b>\$152,806</b>
			<b>TOTAL PROGRAM EXPENSES</b>	<b>\$1,178,348</b>
<b>LESS: OTHER REVENUE</b>				
Client Rent Revenue				\$97,843
<b>OTHER REVENUE TOTAL</b>				<b>\$97,843</b>
<b>MHSA FUNDS:</b>				
Community Services & Supports: General Service Delivery Funds				\$1,080,505
<b>MHSA FUNDS TOTAL</b>				<b>\$1,080,505</b>
			<b>TOTAL CONTRACT REVENUE</b>	<b>\$1,080,505</b>