

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

| | | | | |
|--|-------|------------------|------------------|-----------------------------|
| <input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED | PAGES | AGREEMENT NUMBER | AMENDMENT NUMBER | Purchasing Authority Number |
| | | 19MHSOAC052 | 01 | |

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR NAME

County of Fresno Department of Behavioral Health

2. The term of this Agreement is:

START DATE

September 1, 2020

THROUGH END DATE

August 31, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$6,000,000.00 Six million dollars and no cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amends Exhibit A and Exhibit B. All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike-through.

Amendment 1 replaces Attachment B-2 Budget Worksheet entirely with a new Attachment B-2 Budget Worksheet.

The following Exhibits are attached and hereby incorporated and made part of this Agreement:

- Exhibit A Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Attachment B-2 Budget Worksheet

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Fresno Department of Behavioral Health

CONTRACTOR BUSINESS ADDRESS

1925 E. Dakota Avenue

CITY

Fresno

STATE

CA

ZIP

93726

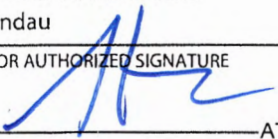
PRINTED NAME OF PERSON SIGNING

Steve Brandau

TITLE

Chairman Board of Supervisors County of Fresno

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

August 24, 2021

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

STANDARD AGREEMENT - AMENDMENT

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AGREEMENT NUMBER

19MHSOAC052

AMENDMENT NUMBER

01

Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1325 J Street, Suite 1700

CITY

Sacramento

STATE

CA

ZIP

95624

PRINTED NAME OF PERSON SIGNING

Toby Ewing

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Toby Ewing

Digitally signed by Toby
Ewing
Date: 2021.08.25
15:20:43 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

WIC 5897(f)

EXHIBIT A
SCOPE OF WORK

1. Abstract/Summary

- A. This grant is awarded pursuant to the Mental Health Student Services Act of 2019. COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL HEALTH, hereafter referred to as “Grantee,” agrees to hire personnel or peer support to enhance an existing county partnership with school-based programs, to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access to ongoing and sustained services.
- B. The Mental Health Student Services Act of 2019 (MHSSA) grants are be used to provide support services that address the following goals:
- 1) Preventing mental illnesses from becoming severe and disabling
 - 2) Improving timely access to services for underserved populations
 - 3) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
 - 4) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
 - 5) Reducing discrimination against people with mental illness
 - 6) Preventing negative outcomes in the targeted population, including, but not limited to:
 - a) Suicide and attempted suicide
 - b) Incarceration
 - c) School failure or dropout
 - d) Unemployment
 - e) Prolonged suffering
 - f) Homelessness
 - g) Removal of children from their homes
 - h) Involuntary mental health detentions

2. Detailed Scope of Work

- A. The scope of work for this Agreement is contained in the Grant Application submitted by the Grantee (Grantee’s Application) in response to the Mental Health Services Oversight and Accountability Commission’s (Commission) Request for Applications, MHSSA_001 Addendum 2 (hereinafter, “RFA”) **as revised by this Amendment 1**. Grantee’s Application is incorporated by reference and made part of this Agreement as if attached hereto.

3. Contacts

- A. Direct all inquiries regarding this Agreement to the representatives listed in the charts below. Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

| | |
|---|--|
| State Agency: Mental Health Services Oversight and Accountability Commission | Grantee: County of Fresno Department of Behavioral Health |
| Name/Title: Cheryl Ward Health Program Specialist I | Name/Title: Earnest Buddy Mendes <u>Dawan Utecht Director of Behavioral Health/Public Guardian</u> Chairman of Board of Supervisors |
| Phone: (916) 327-1944 <u>445-8727</u> | Phone: (559) 600-4000 <u>9193</u> |
| Fax: (916) 445-4927 | Fax: (559) 600-1609 <u>455-4633</u> |
| Email: Cheryl.Ward@mhsoc.ca.gov | Email: bmendes@fresnocountyca.gov dutecht@fresnocountyca.gov |

Direct all administrative inquiries to:

| | |
|---|---|
| State Agency: Mental Health Services Oversight and Accountability Commission | Grantee: County of Fresno Department of Behavioral Health |
| Section/Unit: Administrative Services | Section/Unit: |
| Attention: Richard Thut <u>Chelsea Yuen, Contract Analyst</u> | Attention: Susan Holt Deputy Director |
| Address: 1325 J Street, Suite 1700 Sacramento, CA 95814 | Address: 1925 E Dakota Avenue Fresno, CA 93726 |
| Phone: (916) 445- 8798 <u>8696</u> | Phone: (559) 600-9058 |
| Fax: (916) 445-4927 | Fax: (559) 600-7673 |
| Email: Richard.Thut@mhsoc.ca.gov Chelsea.Yuen@mhsoc.ca.gov | Email: sholt@fresnocountyca.gov |

4. Grant Cycle (see RFA, Section V.C.)

- A. This Agreement is for a ~~four~~ **five**-year grant cycle, with funds allocated in quarterly installments.
- B. Funding is based on the Grantee’s compliance with the RFA requirements as submitted through Grantee’s Application.

- C. Grantee shall participate in monthly check-in meetings with Commission staff either in-person, by phone or some other agreed upon arrangement. The intent is for the Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.
 - D. The Commission may withhold funds from Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is presented and accepted by the Commission.
5. **Allowable Costs** (See *RFA, Section V.E.*)
- A. Grant funds must be used as proposed in the Grantee's Application and approved by the Commission as follows:
 - 1) Allowable costs include:
 - a) Personnel and/or peer support
 - b) At least 90 percent of the personnel costs must be for personnel who are dedicated to delivering services.
 - c) The amount budgeted for administration costs shall not exceed 15 percent of the total budget grant amount, annually, and includes any administrative costs associated with contracted personnel.
 - d) Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
 - e) Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - i. Services provided on school campuses
 - ii. Suicide prevention services
 - iii. Drop-out prevention services
 - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
 - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
 - f) Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for

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school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.

- 2) Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.
- 3) Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.

6. Evaluation (See RFA, *Section VIII.*)

- A. Grantee shall employ staff through the grant for MHSSA data gathering, submission of relevant data, and submission of program implementation and summary program evaluations to the Commission. Grantee shall evaluate its MHSSA funded program.
- B. Evaluation activities are intended to provide counties and the Commission with data related to program impact and individual experience, and to demonstrate program effectiveness throughout the grant cycle. It is intended that the results from the local evaluations by the grantees will yield best practices for school-based mental health partnerships, number of students served, demographics, data on linkage to ongoing mental health services, and comparison data on negative outcomes of untreated mental health conditions e.g. suicide, school failure, and out of home placement.
- C. Grantee shall collect relevant person identified-level data. If requested, Grantee shall provide access to the Commission to all relevant person identified-level data collected and maintained by the Grantee. Grantee shall ensure that county partners grant access to the Commission to all relevant person identified-level data.

7. Reporting (See RFA, *Section IX.*)

- A. Grantee shall provide information to the Commission on a quarterly basis within 30 days after the end of each reporting period. The Commission may modify the reporting date to better fit in with the Grantee's normal month-end financial cycle. The Grantee shall submit the following reports:
 - 1) Hiring Report
The Hiring Report shall include the following:
 - a) List each type of personnel hired by the county and/or hired as a contractor (e.g., peers, social workers, nurses, clinicians, mental

health workers, etc.). Identify which staff are county staff and which are contract.

- b) List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).

2) Evaluation Data

Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission.

3) Expenditure Information

Grantee shall report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the grant year. Grantee shall remit to the Commission all unexpended grant funds at the end of the contract term.

8. **Program Communications** (See RFA, Section VII.E.v.)

Grantee shall increase awareness of and access and linkage to mental health services for students and their families and provide related information on the partnership website(s).

9. **Amendments**

This Agreement may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

Mental Health Services Oversight and Accountability Commission
1325 J Street, Suite 1700
Sacramento, CA 95814

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

Amendment 1

d) In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed \$6,000,000.00. Payment shall be made in accordance with the payment schedule below. ~~The funds used for this Agreement may be used without regard to fiscal year.~~

4. Payment Schedule

Grantee was approved for a grant cycle that covers ~~four~~ **five** grant years (see Attachment B-2 – Budget Worksheet for approved funding amounts **for Grant Years 1, 2, 3 and 4**), with funds allocated annually at the beginning of each grant year. Payment will be made quarterly, and the total amount of payments made in any grant year is to not exceed the amount stated **in the chart** below, **unless Grantee, with prior written approval from the Commission, moves unspent funds forward to one or more subsequent grant years.** ~~For each grant year Grantee may not exceed the total funds allocated for that grant year.~~

- a) **Grantee may move all unspent funds from Grant Year 1 forward to one or more subsequent grant years with prior written approval from the Commission.**
- b) **Grantee may move unspent funds from Grant Years 2 and 3 forward to one or more subsequent grant years with prior written approval from the Commission. The maximum amount allowed to be moved forward from Grant Years 2 and 3 is 20% of the amount listed in the chart below for the specified grant year.**

| Grant Year Distribution | Grant Funding |
|--------------------------------|---|
| Grant Year 1 | \$ 861,845.00 <u>1,520,672.00</u> |
| Grant Year 2 | \$ 2,751,845.00 <u>2,654,584.00</u> |
| Grant Year 3 | \$ 1,174,982.00 <u>913,995.00</u> |
| Grant year 4 | \$ 1,211,328.00 <u>910,749.00</u> |
| Grant Total | <u>\$6,000,000.00 6,000,000.00</u> |

This grant is approved for a five-year grant cycle, with funds allocated in quarterly installments. Grant funding for Grant Year 5 is the amount of unspent grant funds available for Grant Year 5 based on the Grantee’s Grant Year 4 Annual Fiscal Report. The Grantee will provide the Commission with a Budget Worksheet which reflects the projected budget for Grant Year 5 no later than

July 31, 2024. Upon receipt of the Budget Worksheet and approval by the Commission, the Grantee may spend the approved funds in Grant Year 5.

The Commission may withhold quarterly payments until the Grantee has fully expended unspent funds.

| | | | | | | |
|--|----------------|-----------|-----------|-----------|-----------|--------------------|
| (18) Total Contracted Services | | 1,094,132 | 1,946,932 | - | - | 3,041,064 |
| (19) Total Personnel/Contracted Services | | 1,383,565 | 2,483,088 | 739,924 | 739,924 | 5,346,501 |
| (20) Other Costs (non-staff and non-contracted services) | (21) Exp Month | (22) GY 1 | (23) GY 2 | (24) GY 3 | (25) GY 4 | (26) Total All GYs |
| Non-Capitalized Equipment | 1 | 30,000 | 30,000 | - | - | 60,000 |
| Materials and Supplies | 1 | 28,000 | 28,000 | 16,000 | 16,000 | 88,000 |
| Training and Development Expenses | 2 | 6,200 | 6,200 | 6,200 | 3,200 | 21,800 |
| Travel Reimbursement Expenses | 2 | 18,000 | 36,000 | 54,000 | 54,000 | 162,000 |
| Building Repairs | 36 | - | - | 5,760 | 5,760 | 11,520 |
| Professional Services and Operating Expenditures | 1 | 11,000 | 17,000 | 23,000 | 23,000 | 74,000 |
| | | | | | | - |
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| | | | | | | - |
| (27) Total Other Costs | | 93,200 | 117,200 | 104,960 | 101,960 | 417,320 |
| (28) Total Program Costs before Administration | | 1,476,765 | 2,600,288 | 844,884 | 841,884 | 5,763,821 |
| (29) Administration (includes indirect costs and overhead, limited to 15%) * | | 43,907 | 54,296 | 69,112 | 68,865 | 236,180 |
| (30) Total Proposed Program Costs | | 1,520,672 | 2,654,584 | 913,995 | 910,749 | 6,000,000 |