790-WET-2021-CENTRAL-AM1

Program: OSHPD Grant WET – Central Region

County: Fresno County

## CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY "CalMHSA" MEMORANDUM OF UNDERSTANDING AMENDMENT No. 1 OSHPD WET GRANT

This Memorandum of Understanding Amendment No. 1 ("Amendment No. 1") is a contract by and between the California Mental Health Services Authority ("CalMHSA") and the County of Fresno ("County") which amends the original Memorandum of Understanding executed by and between the parties on November 16, 2021 (the "Agreement").

Amendment No. 1 revises the language in Section D. Budget and Payment Terms by adding a new subsection, Section D.4, as follows:

D.4 If a contributing county within the Region ("Requesting County") requests to directly receive its remaining matching local funds for use at their discretion ("Fund Request"), CalMHSA shall inform County and seek its approval. If County approves the Fund Request, County thereby agrees to waive all contractual obligations of CalMHSA, its officers, directors, employees, agents, members and consultants related to the use, management, reporting on and/or oversight of those matching local funds. Additionally, County agrees to indemnify and hold CalMHSA harmless from any legal claims or actions related to the Fund Request and the Requesting County's use of the distributed Matching Local Funds.

As a condition of the Fund Request, CalMHSA will execute an amendment to the original Participation Agreement with the Requesting County. Through this amendment, CalMHSA will require that the Requesting County assume full responsibility for all requirements of the Program including, but not limited to, all responsibilities for the administration of the Program, the management of funds, and the required reporting to comply with the Agreement.

Additionally, Amendment No. 1 revises the language in Section E. Term/Termination by replacing the language in Section E.2 with the following:

E.2 Either Party may terminate this MOU by giving at least 90 calendar days' written notice to the other Party. Upon termination of this MOU, CalMHSA shall immediately return all monies paid to it by County under the terms of this MOU, as well as all match money received from the Central Region Counties, with the exception of funds transferred to contributing counties pursuant to approved Fund Requests, plus any interest accrued, less any program funds reasonably expended, including approved Fund Requests, and administrative fees reasonably earned in proportion to the work performed on this program and deliverables completed pursuant to the terms of this MOU and Exhibit B attached hereto; as well as all records of CalMHSA work under this MOU.

Upon termination or expiration of this MOU, CalMHSA will require that Requesting Counties return to CalMHSA any unspent matching local funds previously transferred to Requesting

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## Counties under approved Fund Requests. Once received, CalMHSA will return those funds to County.

All other terms and conditions of the Agreement, not cited in this Amendment No. 1, shall remain in full force and effect.

The parties are signing this Amendment No.1 on the date stated in the introductory clause.

Signed: Dr. Amic Miller	Name (printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director	Date:9/7/2025
Address: 1610 Arden Way, Suite 175, Sacr	amento, CA 95815
Phone: 279-234-0701	Email: amie.miller@calmhsa.org
COUNTY OF FRESNO	
Ernest Buddy Mendes, Chairman of the Bo Supervisors of the County of Fresno	pard of
Attest:	
Bernice E. Seidel	
Clerk of the Board of Supervisors	
County of Fresno, State of California	
Ву:	
Deputy	

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Org No.: 56304756 Account No.: 7295 Fund No.: 0001 Subclass No.: 10000