



Grant Agreement

| | |
|---------------------|--|
| CONTRACTING AGENCY: | Mental Health Services Oversight and Accountability Commission |
| CONTRACTOR: | El Dorado County Behavioral Health |
| AGREEMENT NUMBER: | 21MHSOAC049 <u>A.1</u> |
| DGS EXEMPTION: | WIC 5897(f) and 5886(m) |

Parties

This Grant Agreement (Agreement) is entered into between El Dorado County Behavioral Health, a branch of county government headquartered in Placerville, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term began on March 3, 2022 and ends on **December 31, 2026** ~~June 30, 2026~~.

Funding Amount

The maximum award under this Agreement is:

\$5,044,665.00 (Five million forty-four thousand six hundred sixty five dollars and no cents) ~~\$4,000,000.00 (Four million dollars and no cents.)~~

Amendment Changes The parties mutually agree to this amendment as follow. All action noted below are by this reference made a part of the Agreement and incorporated herein:

- Amends Exhibit A and Exhibit B
- Extends the contract end date from June 30, 2026 to December 31, 2026
- Adds funds
- Adds the following documents:

| | |
|---|---|
| <u>Document: RFA MHSSA 003 Addendum 2</u> | <u>Incorporated by reference</u> |
| <u>Document: Grantee's Application for RFA MHSSA 003</u> | <u>Incorporated by reference</u> |

All other terms and conditions set forth on the face of this MHSOAC Form 213A shall remain the same.



Grant Managers

Direct all program inquiries to:

| MHSOAC | Contractor |
|--|---|
| Name: Cheryl Ward <u>Daniel Owens</u> | Name: Ed Manansala <u>Matt Smith</u> |
| Address: <u>1812 9th Street</u> 1325 J Street, Suite 1700 Sacramento, CA 95814 <u>95811</u> | Address: 6767 Green Valley Road, Placerville, CA 95667 |
| Phone: (916) 775-6815 <u>(916) 244-1487</u> | Phone: 530-295-2229 <u>530-295-2235</u> |
| Fax: (916) 445-4927 <u>(916) 623-4687</u> | Fax: 530-621-2543 |
| Email: cheryl.ward@mhsoac.ca.gov <u>daniel.owens@mhsoac.ca.gov</u> | Email: emanansala@edcoe.org <u>mwsmith@edcoe.org</u> |


Direct all fiscal inquiries to:

| MHSOAC | Contractor |
|--|--|
| Attention: Chelsea Yuen | Name: Nita Wracker <u>Kimberly McAdams</u> |
| Address: <u>1812 9th Street</u> 1325 J Street, Suite 1700 Sacramento, CA 95814 <u>95811</u> | Address: 3057 Briw Rd. Placerville, CA 95667 |
| Phone: (916) 445-8696 <u>(916) 500-0577</u> | Phone: 530-295-6932 <u>530-295-6932</u> |
| Fax: (916) 445-4927 <u>(916) 623-4687</u> | Fax: None |
| Email: Accounting@mhsoac.ca.gov | Email: nita.wracker@edcgov.us <u>kimberly.mcadams@edcgov.us</u> |



Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

| | |
|---|--|
| El Dorado County Behavioral Health | |
| Business Address: 3057 Briw Rd., Suite B, Placerville, CA 95667-5335 | |
| Person Signing: Evelyn Schaeffer | Title: Director, Health and Human Services |
| Signature:  <small>Evelyn Schaeffer (Oct 27, 2022 09:12 PDT)</small> | Date: 10/27/2022 |


| | |
|--|-------------------------|
| Mental Health Services Oversight and Accountability Commission | |
| Business Address: 1812 9 th Street, Sacramento CA 95811 | |
| Person Signing: Norma Pate | Title: Deputy Director |
| Signature:  <small>Digitally signed by Norma Pate Date: 2022.10.27 16:51:40 -07'00'</small> | Date: 10/27/2022 |

EXHIBIT A:

SCOPE OF WORK

Recitals

1. **Authority**. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) ~~and the American Rescue Plan Act (ARPA)~~.
2. **Funding**. This grant is funded under the ARPA ~~with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance~~ **Mental Health Services Act (MHSA)**. This grant was awarded through a competitive bid process.
3. **Program Parameters**. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and ~~the federal~~ requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. **Partnership**. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. **Request for Application**. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application), **and RFA MHSSA 003, Addendum 2 (RFA3) and Grantee's application submitted in response to RFA MHSSA 003 (Grantee Application 3)**. The RFAs and Grantee Applications are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal**. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the ~~federal~~ requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. **Record Retention**. Records must be retained for at least five (5) years after the date on which the ~~federal~~ funding source expires. At the time of Agreement execution,

the date of funds expiration was December 31, 2026~~8~~, but the parties understand that this is subject to change.

Funding (RFA, Section V.E)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with the Federal requirements in the RFA and the MHSSA as approved by the Commission
2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
 - a) Program Development: Funds are available to be invoiced once the contract is executed
 - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
 - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
 - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, Section VII. ~~VIII~~. A.)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (RFA, Section VII. ~~VIII~~. A.)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
 - a) Number of students screened and not referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
 - b) Number of students screened and referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language

- 5. Ethnicity/number in each ethnicity
- 6. Number of students suspended/expelled
- 7. Number of students who dropped out
- 8. Number of students with IEP/504
- 9. Number of students in foster care
- 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

| Report | Reporting Period | Due to Commission* |
|------------------|--|--------------------------------|
| 1 | Agreement Start Date – February 28, 2022 (depends on date of execution) | April 8, 2022 |
| 2 | March 1, 2022 – May 31, 2022 | July 8, 2022 |
| 3 | June 1, 2022 – August 31, 2022 | October 7, 2022 |
| 4 | September 1, 2022 – November 30, 2022 | January 9 XX, 2023 |
| 5 | December 1, 2022 – February 28, 2023 | April 7 XX, 2023 |
| 6 | March 1, 2023 – May 31, 2023 | July 10 XX, 2023 |
| 7 | June 1, 2023 – August 31, 2023 | October 9 XX, 2023 |
| 8 | September 1, 2023 – November 30, 2023 | January 8 XX, 2024 |
| 9 | December 1, 2023 – February 29, 2024 | April 8 XX, 2024 |
| 10 | March 1, 2024 – May 31, 2024 | July 9 XX, 2024 |
| 11 | June 1, 2024 – August 31, 2024 | October 8 XX, 2024 |
| 12 | September 1, 2024 – November 30, 2024 | January 8 XX, 2025 |
| 13 | December 1, 2024 – February 28, 2025 | April 8 XX, 2025 |
| 14 | March 1, 2025 – May 31, 2025 | July 8 XX, 2025 |
| 15 | June 1, 2025 – August 31, 2025 | October 8 XX, 2025 |
| 16 | September 1, 2025 – November 30, 2025 | January 9 XX, 2026 |
| 17 | December 1, 2025 – February 28, 2026 | April 8 XX, 2026 |
| 18 | March 1, 2026 – May 31, 2026 | July 8 XX, 2026 |
| 19 | June 1, 2026 – August 31, June 30, 2026 | October 8, 2026 TBD |
| <u>20</u> | <u>September 1, 2026 – November 30, 2026</u> | <u>December 8, 2026</u> |
| <u>21</u> | <u>December 1, 2026 – December 31, 2026</u> | <u>TBD</u> |

~~* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.~~

Performance Reporting (RFA, Section VII.A.)

- 1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, **or as requested**, as shown in Table 1: Reporting Dates.
 - a. Staff Hired and count
 - b. Contractors hired and count
 - c. Goods purchased
 - d. Capital purchases
 - e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
 - a. Project Plan
 - b. Implementation Plan
 - c. Communication Plan
 - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

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) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoc.ca.gov

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 Commission and the State of California (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 the term of this Agreement 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.
- d) 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 **\$5,044,665.00 (Five million forty four thousand six hundred sixty five dollars and no cents)** ~~\$4,000,000.00 (Four million dollars and no cents.)~~ Payment shall be made in accordance with the payment schedule below.

4. Payment Schedule

Grantee was approved for a grant cycle that covers the number of years listed in the chart below ~~up to four years and four months~~ with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

| Funds Distribution | Grant Funding |
|---------------------------|---------------------------------------|
| Program Development | \$62,397.00 |
| Program Operations | |
| Year 1 | \$1,046,568.00 \$893,524.00 |
| Year 2 | \$1,194,025.00 \$942,353.00 |
| Year 3 | \$1,324,237.00 \$1,050,863.00 |
| Year 4 | \$1,417,438.00 \$1,050,863.00 |
| Year 5 | |
| Grant Total | \$ 5,044,665.00 \$4,000,000.00 |

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.