



AGENDA ITEM NO.
C-16

COUNTY OF HUMBOLDT

For the meeting of: October 07, 2014

Date: September 16, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director *SBuckley*
Department of Health and Human Services-Public Health

Subject: California Mental Health Services Act - Stigma and Discrimination Reduction Speakers Bureau Mini-Grant Extension and Supplemental Budget for Fiscal Year 2014-15 (4/5 vote required)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement between Humboldt County and Runyon, Saltzman & Einhorn, Inc. (RSE) to extend the time period needed to utilize remaining funding provided by the California Mental Health Services Act (CalMHSA) in the amount of \$6,146.07 through calendar year 2014.
2. Authorize the Chair of the Board to sign three (3) originals of the signature page of the Agreement.
3. Direct the Clerk of the Board to return two (2) originals of the Agreement to DHHS – Contracts Unit for forwarding to DHHS-Public Health.
4. Direct the Auditor Controller to supplement Fund 1175, Budget Unit 454 – Mental Health Services Act-PEI for Fiscal Year 2014-15 as indicated in Attachment C (4/5 vote required).

SOURCE OF FUNDING:

Public Health Funds

Prepared by Karl Falk-Carlson, AA *AK*

CAO Approval *Amy Olsen*

REVIEW:

Auditor _____ County Counsel *Sm* Human Resources *JF* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-16

Meeting of: June 25, 2013

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Lovelace*

Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*

Nays _____

Abstain _____

Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Oct. 7, 2014

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

DISCUSSION:

On June 25, 2013 (Item C-16), your Board approved the Agreement for the CalMHSA Stigma and Discrimination Reduction (SDR) Speakers Bureau Mini-Grant, which authorized Department of Health and Human Services (DHHS)–Public Health’s Prevention and Early Intervention - Stigma and Discrimination Reduction (PEI-SDR) program to receive \$15,000 in funding over the term January 1, 2013 through December 31, 2013. The funds were to be used to support increased programming by the Seeds of Understanding Speakers Collective (SOUSC), a local speakers’ bureau, by providing SOUSC with opportunities for technical assistance and training as well as stipends to participating speakers.

Subsequent to Runyon, Saltzman & Einhorn, Inc. (RSE) and Citizen Relations approval of Public Health’s no-cost extension application in December 2013, Public Health and SOUSC used the funds provided by the CalMHSA SDR Speakers Bureau Mini-Grant to expand SOUSC’s membership and its activities over the January 2013 – December 2013 time period. The Speakers Bureau Mini-Grant funds aided SOUSC in its efforts to reduce stigma, discrimination and oppression in our community. With these funds, SOUSC increased trainings, workshops, movie screenings, presentations and projects, which were used to share personal stories by individuals with lived experience related to mental health challenges and recovery.

During this same time period, SOUSC and Public Health met all of the goals stated in the Scope of Work. However, they were unable to completely expend the total \$15,000 in funds received by Public Health for the Mini-Grant. Because of this, Public Health opted to apply for a no-cost extension offered by RSE and Citizen Relations that would allow the balance of funds upon December 31, 2013 to be spent over the time period of January 1, 2014 through December 31, 2014.

The parties originally intended to amend the prior agreement to allow for the no-cost extension. However, due to subsequent revisions, late receipt of the amendment from the grantor, and Citizen Relations’ unexpected termination of its Agreement with RSE, which transferred all grant management responsibilities to RSE, the prior agreement expired before it could be amended; therefore, this item is coming to your Board after the start date and as a new Agreement. The Agreement before your Board today will provide the no-cost extension with RSE for the remaining balance of grant funds in the amount of \$6,146.07 for the period January 1, 2014 through December 31, 2014.

FINANCIAL IMPACT:

Approval of the No-Cost Extension Agreement with RSE will allow DHHS-Public Health to use the balance of funds remaining at the end of the original contract term (\$6,146.07) in Fund 1175, Budget Unit 454 for the period of January 1, 2014 through December 31, 2014. The grant extension was not included in the County Budgets for Fiscal Year 2014-15. Approval of the Supplemental Budget will increase the overall budget by \$6,147. The Supplemental Budget will allow program staff to continue expending the funds.

The proposed Agreement supports the Board’s Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

- The California Mental Health Services Authority
- Runyon Saltzman & Einhorn, Inc.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the recommendations; however, DHHS-Public Health does not recommend this alternative because it would result in the loss of funding for the PEI-SDR program’s speakers bureau, SOUSC.

ATTACHMENTS:

Attachment A – CalMHSA (SDR) Speakers Bureau Mini-Grant Agreement

Attachment B – CalMHSA (SDR) Speakers Bureau Mini-Grant Budget

Attachment C – Budget Revision, Fund 1175, Budget Unit 454 – Mental Health Services Act-PEI

**California Mental Health Services Authority Stigma and Discrimination Reduction
Speakers Bureau Mini-Grant Contract**

Administered by Runyon Saltzman Einhorn, Inc.

ORGANIZATION: County of Humboldt ("County")

AMOUNT: \$6,146.07 of "remaining grant funds" over a one-year period

PURPOSE: The California Mental Health Services Authority Stigma and Discrimination Reduction Speakers Bureau Mini-Grant Program is hereby extended to allow for the continuance of work thereunder. During this extended period, County, by and through its Department of Health & Human Services – Public Health will continue to: (1) recruit and train additional Seeds of Understanding Speakers' Collaborative speakers for a total of 5 to 10 per reporting period; (2) increase the number of presentations to 5 to 10 per reporting period, expanding beyond the mental health services field and reaching into the community; (3) incorporate stigma and discrimination reduction messages; (4) provide trainings in digital/multimedia presentation tools; (5) provide speaker stipends ranging from \$50 to \$150 per speaking engagement, depending on time required; and (6) pursue additional resources to ensure sustainability.

DURATION: The term of this Agreement shall commence January 1, 2014 and will continue in full force and effect through December 31, 2014, unless sooner terminated as provided herein.

1. Use of Grant Funds

County may use the remaining grant funds that were paid to County during the original program period only for the purpose outlined above.

County acknowledges that the California Mental Health Services Authority ("CaMHSA") and its contractors Runyon Saltzman Einhorn ("Administrators") have not earmarked the use of the remaining grant funds or any portion thereof for any other organization or individual who is not a confirmed and qualified speaker on the topic of mental health and who is contributing to the purpose outlined above.

County further acknowledges that the remaining grant funds will be expended as specifically itemized line by line in the attached extended grant proposal budget and that any deviation from such line-by-line itemized budget will not exceed 10%. Transfers within lines of the budget in excess of 10% must be approved in writing and in advance by the Administrators. This allowance does not apply to the budget for speaker stipends.

2. Quality of Work

Both the quality of the work done and County's progress toward achieving the goals of the extended grant program will be reviewed by the Administrators. County's progress may be monitored by regular phone or email as well as check-ins if possible. In particular, the Administrators will be monitoring the continued commitment of personnel involved in the work of the extended grant program. In addition, the Administrators will, throughout the term of the extended grant program, consider whether continuation of the work of the extended grant program is in the interest of the general public and the target audience, if applicable. If the Administrators are not satisfied with the quality of County's work or the progress toward achieving the goals of the extended grant program, if the Administrators are of the opinion that County is incapable of satisfactorily completing the work of the extended grant program, or if the Administrators determine that continuation of the extended grant program is not reasonably in the interest of the general public, the Administrators may, in their discretion, declare the extended grant program terminated and request that any portion of the remaining grant funds that were not expended during the extended period be returned thereto. The Administrators' determination as to the quality of work being performed, the progress being made

**California Mental Health Services Authority Stigma and Discrimination Reduction
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toward the goals of the extended grant program, County's ability to satisfactorily complete the work of the extended grant program, and whether continuation of the work of the extended grant program is in the interest of the general public will be final and will be binding and conclusive upon County insofar as the retention of the remaining grant funds are concerned.

3. Reporting

County will submit a full and complete interim report to the Administrators on the use of the remaining grant funds, compliance with the terms of the extended grant program, and the progress made toward achieving the goals of the extended grant program on the dates of April 10, 2014, July 10, 2014, October 10, 2014 and January 10, 2015.

Each report will include detail with respect to all expenditures made from the remaining grant funds during the extended program period (including salaries, stipends, travel and supplies). Additional guidance with regard to the format of the reports will be provided by the Administrators.

4. Interim Reports

In addition to the above-referenced reports, County will also submit other such interim reports as the Administrators may reasonably request, and County's personnel will confer with Administrators' personnel or consultants at the reasonable request of the Administrators regarding expenditures, records and progress of the extended grant program.

5. Records

County will maintain its books and records in such a manner that expenditures of the remaining grant funds will be shown separately on such books and records in an easily checked form. County will keep records of expenditures of the remaining grant funds as well as copies of the reports submitted to the Administrators and supporting documentation for at least four (4) years after the completion of the use of the remaining grant funds, and will make such books, records, and supporting documentation available to the Administrators for inspection at reasonable times from the time of County's acceptance of this extended grant through such period.

6. Acknowledgment of Support

All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the extended grant program shall acknowledge CalMHSA's support.

7. Violation of Terms

In the case of any violation by County of the terms and conditions of the extended grant program, including but not limited to not executing the work of the extended grant program in substantial compliance with the attached extended grant proposal, the Administrators reserve the right in their absolute discretion to terminate the extended grant program. The Administrators' determination will be final and will be binding and conclusive upon County. If reports required hereunder are not received within a reasonable time, no more than thirty (30) days following the date on which it was due, the Administrators may terminate the extended grant program.

8. Termination

Upon termination of the extended grant program for any reason, County will repay to the Administrators any portion of the remaining grant funds that were not spent for the extended grant program.

**California Mental Health Services Authority Stigma and Discrimination Reduction
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9. Notices

Any and all notice(s) required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Health and Human Services
Public Health – Health Education Division
529 I Street
Eureka, California 95501

ADMINISTRATORS: Runyon Saltzman Einhorn, Inc.
2020 L Street, Suite 100
Sacramento, CA 95811

10. Nuclear Free Clause

Administrators hereby certify that they are not Nuclear Weapons Contractors, in that Administrators are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Administrators agree to notify County immediately if either Administrator becomes a Nuclear Weapons Contractor as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if either Administrator becomes a Nuclear Weapons Contractor.

11. Future Funding

County acknowledges that the Administrators and their representatives have made no actual or implied promise of funding except for the remaining amounts specified by this Agreement. If any of the remaining grant funds are returned or if the extended grant program is rescinded, County acknowledges that the Administrators will have no further obligation to County in connection with the extended grant program as a result of such return or rescission. The foregoing is not intended to prohibit the Administrators from providing County an additional grant at the termination of the extended grant program described in this Agreement upon the submission of a new proposal, if the Administrators in their discretion determine that an additional grant is appropriate.

12. Entire Agreement/Modification

This Agreement sets forth all terms of the extended grant program and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of County and of the Administrators.

13. Applicable Law

This Agreement will be construed in accordance with the laws of the State of California.

14. Insurance

- A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

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Administered by Runyon Saltzman Einhorn, Inc.

B. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

In witness whereof, the parties have executed this Agreement on the dates hereinafter indicated.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

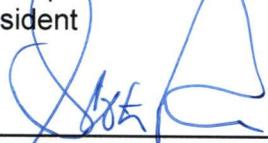
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

RUNYON SALTZMAN EINHORN, INC:

By: 
Christopher S. Holben
President

Date: 9/10/14

By: 
Scott Rose
Board Secretary

Date: 9-10-14

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Board of Supervisors

Date: 10-7-14

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 9/19/14

INSURANCE PROVISIONS REVIEWED AND APPROVED:

By: 
Risk Analyst

Date: 9/22/14

**Humboldt County CalMHSAs Speakers Bureau Mini-Grant
No-Cost Extension Budget
Remaining Grant Funds
January 1, 2014 - December 31, 2014**

| | | |
|--|-----------|-----------------|
| Stipends | \$ | 3,135.00 |
| <i>5-10 speakers x 5-10 events x \$50-150 per event/activity. Not all speakers attend every event.</i> | | |
| Trainings | \$ | 473.18 |
| <i>"Digital Stories" and "Photovoice" trainings</i> | | |
| Supplies | \$ | 537.89 |
| <i>Presentation and educational materials.</i> | | |
| Publicity | \$ | 2,000.00 |
| <i>Paid advertisements in radio, tv, movie theaters, buses, banners and more.</i> | | |
| Theater/space rental | \$ | - |
| <i>Rental of movie theater and/or art gallery to display speaker art or "Digital Stories."</i> | | |
| Total: | \$ | 6,146.07 |

Attachment B

| Humboldt County CalMHSA Speakers Bureau Mini-Grant No-Cost Extension Budget Remaining Grant Funds January 1, 2014 - December 31, 2014 | | |
|--|-----------|-----------------|
| Stipends | \$ | 3,135.00 |
| <i>5-10 speakers x 5-10 events x \$50-150 per event/activity. Not all speakers attend every event.</i> | | |
| Trainings | \$ | 473.18 |
| <i>"Digital Stories" and "Photovoice" trainings</i> | | |
| Supplies | \$ | 537.89 |
| <i>Presentation and educational materials.</i> | | |
| Publicity | \$ | 2,000.00 |
| <i>Paid advertisements in radio, tv, movie theaters, buses, banners and more.</i> | | |
| Theater/space rental | \$ | - |
| <i>Rental of movie theater and/or art gallery to display speaker art or "Digital Stories."</i> | | |
| Total: | \$ | 6,146.07 |

Attachment C

HUMBOLDT COUNTY, DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH
Supplemental Budget Request

Budget 1175-454 Mental Health Services Act - PEI

Supplemental Budget - Increase

Fiscal Year: 2014/15

Revenue

| <u>Object Description</u> | <u>Account Number</u> | <u>Object</u> | <u>Amount</u> |
|---------------------------|-----------------------|---------------|---------------|
| Other Grants | 1175-454 | 707-254 | \$ 6,147.00 |

Expenditures

| <u>Object Description</u> | <u>Account Number</u> | <u>Object</u> | <u>Amount</u> |
|---------------------------|-----------------------|---------------|---------------|
| Grant Fund Dispersment | 1175-454 | 3109 | \$ 6,147.00 |