

AGREEMENT NUMBER
17MHSOAC060

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR'S NAME

Humboldt County Mental Health Department

2. The term of this Agreement is: Upon Execution through November 30, 2021

3. The maximum amount of this Agreement is: **\$ 512,712.74**
 FIVE HUNDRED TWELVE THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND SEVENTY FOUR CENTS

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Attachment B.1 - Grant Award Claim Form	1 page
Attachment B.2 - Budget Worksheet	1 page
Exhibit C * - General Terms and Conditions (GTC)	4 pages

RFA MHSOAC_Triage_003 and Grantee's application are hereby incorporated by reference and made part of this agreement

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Humboldt County Mental Health Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Emi Botzler-Rodgers, Director of Mental Health		
ADDRESS 824 Harris Street, Eureka, CA 95501		
STATE OF CALIFORNIA		
AGENCY NAME Mental Health Services Oversight and Accountability Commission		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Toby Ewing, Executive Director		
ADDRESS 1325 J Street, Suite 1700, Sacramento, CA 95814		

Exempt per: W & I 5897(f)

MHSOAC USE ONLY

State Master Contractor Contract Manager Accounting State Controller

Exhibit A
Scope of Work

1. Humboldt County Mental Health Department, hereafter referred to as Grantee, agrees to hire mental health triage personnel to provide a range of triage services to persons with mental illness requiring crisis intervention. As indicated in the Mental Health Wellness Act of 2013 triage personnel may provide targeted case management services face to face, by telephone, or by tele-health.

The scope of work for this contract is contained in the Grant Application submitted by Grantee in response to the MHSOAC’s Request for Applications RFA SB82_TRIAGE_003 (hereinafter, “RFA”). Grantee’s Application is incorporated by reference and made part of this contract as if attached hereto.

2. Contacts

The representatives during the term of this agreement will be:

Direct all Triage Grant inquiries to:

State Agency: Mental Health Services Oversight & Accountability Commission	Grantee: Humboldt County
Name, Title: Andrej Delich, Health Program Specialist	Name, Title: Windy Scott, Staff Services Analyst
Phone: (916) 445-8793	Phone: 707-388-6690
Fax: (916) 445-4927	Fax: 707-476-4049
Email: Andrej.Delich@mhsoac.ca.gov	Email: wscott@co.humboldt.ca.us

Direct all administrative inquiries to:

State Agency: Mental Health Services Oversight & Accountability Commission	Grantee: Humboldt County
Section/Unit: Administrative Services	Section/Unit: Administration
Attention: Richard Thut	Attention: Emi Botzler-Rodgers, Director of Mental Health
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 824 Harris Street Eureka, CA 95503
Phone: (916) 445-8798	Phone: (707) 268-2900
Fax: (916) 445-4927	Fax: (707) 476-4049
Email: Richard.Thut@mhsoac.ca.gov	Email: ebotzler-rodgers@co.humboldt.ca.us

Project representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

3. Grant Cycle (See *RFA, Section IV.C.*)

This grant is approved for a three-year grant cycle, with funds allocated in quarterly installments.

Contract funding is based on the Grantee's compliance with the RFA requirements as submitted through Grantee's Application, which is incorporated by reference and made a part of this contract as if attached.

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.

4. Reporting (See *RFA, Section V.F.*)

Grantee shall provide information to the Commission on a quarterly basis within 30 days after the end of each reporting period. Quarterly reporting periods are hereby defined as 90 days, 180 days, 270 days, and 360 days after contract execution.

The following reports are required to be submitted:

- a. Triage Hiring Report (See *RFA, Section V.F.1.*), quarterly.
- b. Statewide Evaluation Data (See *RFA, Section V.F.2.*)
 - i. Grantee shall provide data based on the specifications and timelines defined by and agreed to by the Statewide Evaluation Contractor (hereinafter "Evaluation Contractor") and the Commission.
- c. Expenditure Information (See *RFA, Section V.F.3.*)
 - i. Grantee shall report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the program year. Annually Grantee is required to remit unexpended grant funds back to the Commission.

5. Allowable Costs (See *RFA, Section IV.E.*)

Grant funds must be used as proposed in the grant Application approved by the Commission as follows:

- a. Allowable costs include triage personnel and administration;
 - i. The amount budgeted for administration shall not exceed 15% of the total budget. This includes any administrative costs associated with contracted personnel.

- b. Grant funds may be used to supplement existing programs but may not be used to supplant existing financial and resource commitments of the grantee;
- c. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.

6. County Triage Webpage (See RFA, Section V.C.4.b.)

Grantee shall have a link on its home page that connects users to a County Triage Webpage. The link shall be named, "County Mental Health Triage Services".

Information on the webpage shall include:

- a. The title of each triage grant program;
- b. A short description of each triage grant program;
- c. Direct contact information for each triage grant program, including phone number, email, and access point location addresses. If available, include walk-in assistance information.

7. Statewide Evaluation (See RFA, Section V.E.)

Grantee shall fully cooperate with the Commission's Evaluation Contractor and ensure Grantee's collaborative partners also cooperate. Grantee shall collect relevant individual-level data, including but not limited to, encounter data. Grantee shall grant the Evaluation Contractor access to all relevant individual-level data collected and maintained by Grantee. Grantee shall ensure that its collaborative partners grant access to the Evaluation Contractor to all relevant individual-level data.

8. Amendments

This contract 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 5, 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.

2. INSTRUCTION TO THE GRANTEE

- A. 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

3. 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 no longer be in full 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 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. In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

4. BUDGET DETAIL

The total amount of this Agreement shall not exceed **\$512,712.74**. 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.

5. PAYMENT SCHEDULE

Grantee was approved for a grant cycle that covers three grant years (See Attachment B.2 – Budget Worksheet for approved funding amounts), with funds allocated annually at the beginning of each grant year. Payments will be made quarterly and the total amount of payments made in any grant year is to not exceed the amounts stated below. For each grant year Grantee may not exceed the total funds allocated for that grant year.

Grant Year Disbursement	Grant Funding
Grant Year 1	\$156,145.00
Grant Year 2	\$168,815.00
Grant Year 3	\$187,752.74
Grant Total	\$512,712.74

ATTACHMENT B.1
Investment in Mental Health Wellness Act of 2013
GRANT AWARD CLAIM FORM (Children 0-21)

To: Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700 Sacramento, CA 95814 Attn: <u>Accounting Office</u>	Check One Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input type="checkbox"/>	Check One Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <input type="checkbox"/>
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From: _____ **Contract No.** _____

Mailing Address: _____

Costs	A	B	C	D	
	Budget Amount	Beginning Balance	Adjustments	Current Expense	Ending Balance
Personnel					
Administration					

Total Allowable Costs \$ _____

MHSOAC USE ONLY	FOR GRANTEE'S USE – <i>Please use blue ink</i>
I hereby certify that all required reports have been received pursuant to the contract/grant. X _____ Signature Program Coordinator DATE _____ Name of Signatory	I CERTIFY that I am a duly appointed and acting officer of the herein named county/lead agency: that the costs being claimed are in all respects true, correct, and in accordance with the grant provisions, and that the funds were expended or obligated during the project year. X _____ Signature of Mental Health/Behavioral Health Director or designee/Grant Lead DATE _____ Name of Signatory _____ Title

FOR MHSOAC ACCOUNTING USE ONLY		GRANTEE'S CONTACT INFORMATION
SFY: _____ Grant Title: MHSOAC Triage Grant MHSA Grant Award: _____ PCA: 30118 INDEX: 1300 OBJECT CODE: 701	FY 2013-14 <input type="checkbox"/> FY 2017-18 <input type="checkbox"/> FY 2014-15 <input type="checkbox"/> FY 2018-19 <input type="checkbox"/> FY 2015-16 <input type="checkbox"/> FY 2019-20 <input type="checkbox"/> FY 2016-17 <input type="checkbox"/> FY 2020-21 <input type="checkbox"/>	_____ Contact Person (Print) _____ Phone

BUDGET WORKSHEET

(1) Hire Triage Staff (list individual role/classification) (add rows)	(2) Hiring Month	(3) FY 1	(4) FY 2	(5) FY 3	(6) Total All FYs
Supervising Mental Health Clinician	Nov-18	39,151.00	39,151.00	39,151.00	117,453.00
Mental Health Clinician II	Nov-18	69,469.00	69,469.00	69,469.00	208,407.00
Mental Health Clinician II	Jun-20	0.00	14,473.00	34,734.00	49,207.00
Mental Health Case Manager I	Nov-18	42,610.00	42,610.00	42,610.00	127,830.00
Subtotal - (7) Personal Services Salaries		151,230.00	165,703.00	185,964.00	502,897.00
Add: (8) Personal Services Benefits		66,640.00	72,797.00	81,415.00	220,852.00
(9) Total Personal Services		217,870.00	238,500.00	267,379.00	723,749.00
(10) Hire Triage Contractors (if applicable, list individual)	(2) Hiring Month	(11) FY1	(12) FY2	(13) FY3	(6) Total All FYs
(14) Total Contracted Services		-	-	-	-
(15) Total Personal/Contracted Services		217,870.00	238,500.00	267,379.00	723,749.00
(16) Administration (includes indirect costs, overhead)		38,448.00	42,088.00	47,184.00	127,720.00
(17) Total Proposed Program Costs		256,318.00	280,588.00	314,563.00	851,469.00
(18) Reimbursements, Offsets, Other Funding Sources					
County Budget Funds					
Medi-Cal Reimbursements		100,173.00	111,773.00	126,810.26	338,756.26
Private Matching Funds					
Other (list)					
(19) Total Reimbursements, Offsets, Other Funding Sources		100,173.00	111,773.00	126,810.26	338,756.26
(20) Total Grant Funding Requested		156,145.00	168,815.00	187,752.74	512,712.74

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC) 04/2017

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)