



# **RESOLUTION No. 21-510**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION FOR THE EXECUTION OF AMENDMENT A.1 TO THE AGREEMENT WITH THE MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION (MHSOAC) FOR THE EARLY PSYCHOSIS INTERVENTION (EPI) PLUS GRANT TO REVISE EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, FOR FISCAL YEARS 2021/22 THROUGH 2025/26 IN THE MAXIMUM AMOUNT OF \$1,991,514**

WHEREAS, on August 24, 2021, per Resolution No. 21-389, the Nevada County Board of Supervisors authorized the execution of the Agreement 19MHSOAC093 between the County of Nevada and the Mental Health Services Oversight and Accountability Commission (MHSOAC) pertaining to the Early Psychosis Intervention Plus (EPI Plus) grant available to the Nevada County Behavioral Health Department; to provide evidence-based early psychosis and mood disorder detection and intervention services to Nevada County residents; and

WHEREAS, the parties desire to amend their Agreement to amend Exhibit "B Budget Detail and Payment Provisions", to reflect changes to the payment schedule and payment mechanism.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment A.1 to the Agreement Number 19MHSOAC093 by and between the County and the Mental Health Services Oversight and Accountability Commission (MHSOAC) pertaining to awarding the Early Psychosis Intervention Plus grant funds in the amount of \$1,991,514 for the term of September 1, 2021, through August 31, 2025, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of December, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

 \_\_\_\_\_  
Dan Miller, Chair

12/14/2021 cc: BH\*  
AC\* (HOLD)

1/19/2022 cc: BH\*  
AC\*(release)

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGESAGREEMENT NUMBER  
19MHSOAC093AMENDMENT NUMBER  
A.1

Purchasing Authority Number

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

Nevada County Behavioral Health Department

2. The term of this Agreement is:

START DATE

September 13, 2021

THROUGH END DATE

June 30, 2025

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

\$1,991,514.00 One million nine hundred ninety one thousand and five hundred fourteen dollars and zero 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:

Amendment 1 does the following:

-Adds language to Exhibit B

All language that has been added is shown in bold and underlined. All language that has been deleted is show in strikethrough.

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.)

Nevada County Behavioral Health Department

CONTRACTOR BUSINESS ADDRESS

500 Crown Point Circle

CITY

Grass Valley

STATE

CA

ZIP

95945

PRINTED NAME OF PERSON SIGNING

Dan Miller

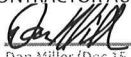
TITLE

Chair of the board of supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Dec 15, 2021

  
 Dan Miller (Dec 15, 2021 19:16 CST)
**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

95814

PRINTED NAME OF PERSON SIGNING

Toby Ewing

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

 Digitally signed by Toby  
 Ewing  
 Date: 2021.12.16  
 11:22:05 -08'00'

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)  
Exempt Per WIC 5897(f)

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT:**

- A. The amount payable by the MHSOAC to the Grantee is specified in Section 3, Payment Schedule.
- B. The 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 MHSOAC's review and approval before processing payment.
- C. To expedite the processing of the Grant Award Claim Form submitted to the MHSOAC for fund distribution, the Grantee shall submit each Grant Award Claim Form in triplicate, unless emailed, to the MHSOAC for review and approval at either:

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

**OR**  
**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 no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the 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 the Grantee to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement 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 Agreement in any manner.

**3. PAYMENT SCHEDULE:**

The Grantee was approved for a grant cycle that covers four (4) grant years (see Attachment B-2, Budget Worksheet for approved funding amounts) with funds allocated annually at the beginning of each grant year. Payment shall be made quarterly and **is authorized to be made in full and in advance, as invoiced, for Grant Year one through three (1-3); and quarterly in advance for Grant Year four (4). However, payment shall be made quarterly in arrears for Grant Year four (4).** The total amount of payments made in any grant year shall not exceed the amounts stated below unless the Grantee, with prior written approval from the MHSOAC, moves unspent funds forward to one or more subsequent grant years. The maximum amount of unspent funds allowed to be moved forward to one or more subsequent grant years is twenty (20) percent of the amount stated below for the specified grant year.

The total amount of this Agreement shall not exceed **\$1,991,514.00** and is allocated as follows for each year:

Year	Total
First Year	\$ 492,975.00
Second Year	\$ 498,148.00
Third Year	\$ 499,504.00
Fourth Year	\$ 500,887.00

All **final** payments shall be based on the Grantee's completion of activities outlined in this Agreement and deliverables agreed upon by the MHSOAC and the Grantee. The MHSOAC may withhold any part **of these payments, whether made in full or** quarterly payments until the Grantee has fully expended any unspent funds; **and may also withhold funding in Gant Year four (4) to reconcile payments with deliverables for the full term of this Agreement.**

As specified in Exhibit A, all payments shall be made payable to California Mental Health Services Authority.

**4. PROMPT PAYMENT CLAUSE**

Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.