

FUNDING OUT AGREEMENT #6514
AMENDMENT II

This Second Amendment to that Funding Out Agreement #6514, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Office of Education, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, California 95667 (hereinafter referred to as "Recipient"); County and Recipient shall be individually referred to as "Party" or "party" and collectively referred to as "Parties" or "parties".

RECITALS

WHEREAS, Recipient received Mental Health Student Services Act (MHSSA) Partnership Grant Round 2, 3, and 4 funding from the County for the provision of Regional Mental Health Student Services Coordination to children and youth in El Dorado County schools, pursuant to Funding Out Agreement #6514, dated March 21, 2023, and First Amendment to Funding Out Agreement #6514, dated March 25, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, in May 2025, State of California Behavioral Health Services Oversight & Accountability Commission (BHSOAC), the administrator of the MHSSA Partnership Grants, notified County of changes to the grant term and reporting timelines for Round 4 funding Category 2: Universal Screening and Category 3: Sustainability;

WHEREAS, the parties hereto acknowledge that BHSOAC was formerly known as the Mental Health Services Oversight & Accountability Commission (MHSOAC) and any references in the Agreement to MHSOAC shall refer to BHSOAC;

WHEREAS, the parties hereto desire to amend the Agreement to add a provision that Recipient agrees to adhere to County MHSSA Partnership Grant agreements with BHSOAC, while services are provided through this Agreement, amending **Article I, Purpose**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the term of said Agreement by six (6) months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update the invoice requirements of said agreement, amending **ARTICLE III, Payment**;

WHEREAS, the parties hereto desire to amend the Agreement to update reporting requirements, and remove the attached Round 2, Round 3, and Round 4 MHSSA County Partnership Grant agreements, replacing the incorporation thereof with the hyperlink to the County's Contractor Resource page to incorporate said agreements, removing Attachment B marked "21MHSOAC049 A.1," Attachment D marked "24MHSOAC040," and Attachment E marked "24MHSOAC008," hereby amending **ARTICLE VI, Reports Required**, and **ARTICLE XVIII, Special Terms and Conditions**;

WHEREAS, the parties hereto desire to amend the Agreement to update standard contract language, amending **ARTICLE XVII, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXIV, Generative Artificial Intelligence** to include updated contract provisions;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this Second Amendment to that Agreement #6514;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Recipient mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #6514 on the following terms and conditions:

1) **ARTICLE I, Purpose**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Purpose: The purpose of this Agreement is to establish a formal working relationship between the parties hereto and to set forth the operating conditions and responsibilities of the parties that will govern the MHSSA Partnership.

Recipient agrees to be responsible to ensure all provided services and documentation are consistent and in accordance with County’s MHSSA Partnership Grant Agreements (Round 2 and 3 - Agreement #24MHSOAC049, Round 4 – Agreement #24MHSOAC008, and Round 4 - Agreement #24MHSOAC040), or as may be amended, with BHSOAC in effect at the time services are provided. Said agreements are available under the Behavioral Health Funding and/or Governing Agreements sections at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>.

A. MHSSA Program Goals: The goal of the MHSSA Partnership is to utilize MHSSA grant funds for the provision of Regional Mental Health Student Services Coordinators to expand access to mental health screening and mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access to ongoing sustained services. The MHSSA grant funds must be used to provide support services that address the following goals:

1. Preventing mental illnesses from becoming severe and disabling;
2. Improving timely access to services for underserved populations;
3. Providing outreach to families, employers, primary care health providers, and others to recognize the early signs of potentially severe and disabling mental illnesses;
4. Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services;
5. Reducing discrimination against people with mental illness; and
6. Preventing negative outcomes in the target population, resulting from untreated mental illness or delayed treatment, including, but not limited to:
 - i. Suicide and attempted suicide;
 - ii. Incarceration;
 - iii. School failure or dropout;

- iv. Unemployment;
- v. Prolonged suffering;
- vi. Homelessness;
- vii. Removal of children from their homes; and
- viii. Involuntary mental health detentions.

B. Roles and Responsibilities of the Parties: Both Parties have committed to participate in the program and agree to following services:

1. Both Parties agree to work collaboratively to plan and implement the MHSSA Program to include attendance of quarterly collaboration meetings.
2. Both Parties agree to adhere to all General Assurance and Certifications, and Program Assurances.
3. Recipient agrees to:
 - i. Implement Proposed Plan attached hereto as Attachment A marked, “Round 2 and 3 Funding Proposed Plan,” incorporated herein and made reference a part hereof.
 - ii. Implement the Proposed Plan attached hereto as Attachment C marked, “Round 4 Funding Proposed Plan,” incorporated herein and made reference a part hereof.

2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire upon the later of (1) June 30, 2028, or (2) when all funds have been expended and the County has approved all expenses.

3) **ARTICLE III, Payment**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Payment: County agrees to reimburse funds expended prior to the termination date, in accordance with the below expenditure end dates, up to a maximum amount of **\$6,239,855**, to Recipient following final execution of this Amended Agreement and within forty-five (45) days of receipt and approval of a Statement of Funds expended to include an original invoice(s) on Recipient’s letterhead referencing this Agreement #6514 and MHSSA Partnership Grant Agreement No. 21MHSOAC049, Grant Agreement No. 24MHSOAC040 and/or Grant Agreement No. 24MHSOAC008.

Grant Agreement No. (includes any Amendments thereto)	Grant Agreement Term
21MHSOAC049	March 21, 2023 - December 31, 2026
24MHSOAC040	March 25, 2025 - June 30, 2028
24MHSOAC008	March 25, 2025 - June 30, 2028

Grant Agreement No. (includes any Amendments thereto)	Not-to-Exceed	Expenditure End Date
21MHSOAC049	\$5,044,655.00	December 31, 2026
24MHSOAC040	\$745,200.00	June 30, 2028
24MHSOAC008	\$450,000.00	June 30, 2028

Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant. Unexpended grant funds shall be returned to BHSOAC within thirty (30) days after the termination of this Agreement.

It is a requirement of this Agreement that Recipient shall submit an original invoice, similar in content and format with the following sample available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources> Itemized invoices shall follow the format specified by County and shall reference this Agreement #6514 and MHSSA Partnership Grant Agreement 21MHSOAC049, MHSSA Partnership Grant Agreement 24MHSOAC040 and/or MHSSA Partnership Grant Agreement 24MHSOAC008 on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Recipient’s charges for the specific use of funds on those invoices.

Recipient is required to submit monthly invoices, no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Recipient uses funds in accordance with Article I, “Purpose.” Failure to submit invoices by the 15th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff.

Effective upon execution of this Second Amendment, Recipient is required to submit invoices, no later than fifteen (15) days following the end of a “service quarter,” or as otherwise required in MHSSA Partnership Grant Agreement 21MHSOAC049, MHSSA Partnership Grant Agreement 24MHSOAC040 and/or MHSSA Partnership Grant Agreement 24MHSOAC008 or as amended in any of said grant agreements. For billing purposes, a “service quarter” shall be defined as a quarter during which Recipient uses funds in accordance with Article I, “Purpose.” Failure to submit invoices by the 15th of the month following the end of a service quarter shall result in payment(s) being withheld until the appropriate documents are received by staff.

Receipt by HHSa of invoices and associated paperwork submitted by Recipient for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Recipient may be required to submit additional or new information, which may delay reimbursement.

Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County may direct per the Article titled “Notice to Parties.”

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p data-bbox="370 1583 669 1617">BHinvoice@edcgov.us</p> <p data-bbox="285 1621 751 1724">Please include in the subject line: “Contract #, FY ##, MHSAA Grant, Behavioral Health</p>	<p data-bbox="873 1583 1341 1766">County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to other such email or address as County provides

- 4) **ARTICLE VI, Reports Required**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VI

Reports Required: Program expenditure and data shall be in accordance with County MHSSA Partnership Grant Agreements, Round 2 and Round 3 No. 21MHSOAC049, Round 4 No. 24MHSOAC040, and Round 4 no. 24MHSOAC008. Said Agreements and referenced attachments are available under the Behavioral Health Funding and/or Governing Agreements sections at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>, or as may be amended or replaced, and incorporated by reference herein.

Program expenditure, data, and performance reporting for implementation of the Proposed Plan set forth in Attachment A shall be in accordance with the reporting schedule for Grant Agreement 21MHSOAC049 and as amended, detailed in said linked agreement (in accordance with Exhibit B in said agreement marked “Budget Detail and Payment Provisions”). For the purpose of this Agreement, a fiscal year shall be defined as July 1 through June 30. Each report shall be sent to the County Contract Administrator.

Additional program expenditure, data, and performance reporting for implementation of the Proposed Plan set forth in Attachment C marked “Round 4 Funding Proposed Plan” shall be in accordance with the reporting schedule detailed in Grant Agreement 24MHSOAC040 and as amended (in accordance with Exhibit B in said agreement marked “Fiscal Detail”), and in Grant Agreement 24MHSOAC008 and as amended (in accordance with Exhibit B in said agreement marked “Fiscal Detail”). For purposes of this Agreement, a fiscal year shall be defined as July 1 through June 30. Each report shall be sent to the County Contract Administrator.

Within 30 days of termination of the Agreement, Recipient shall submit a financial report to the County Contract Administrator covering the full term of this Agreement. The report shall clearly show the amounts received and expended as provided in Article I. Any funds that have not been spent in accordance with the provisions of this Agreement, as determined by County, shall be returned to BHSOAC within thirty (30) days after the termination of this Agreement.

Recipient shall maintain records, books, documents, and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute “records” for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided.

Recipient’s facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives, including the Comptroller General of the United States.

- 5) Attachment B, marked “MHSOAC Grant Agreement MHSOAC049 A.1” is hereby removed and replaced in its entirety with a new Attachment B, marked “Reserved,” attached hereto and incorporated herein.

- 6) Attachment D, marked “MHSSA Grant Agreement 24MHSOAC040” is hereby removed and replaced in its entirety with a new Attachment D, marked “Reserved,” attached hereto and incorporated herein.
- 7) Attachment E, marked “MHSSA Grant Agreement 24MHSOAC008” is hereby removed and replaced in its entirety with a new Attachment E, marked “Reserved,” attached hereto and incorporated herein.
- 8) **ARTICLE XVII, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Justine Collinworth, Director of Behavioral Health, Behavioral Health Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Recipient with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

- 9) **ARTICLE XVIII, Special Terms and Conditions, of the Agreement is amended in its entirety to read as follows:**

ARTICLE XVIII

Special Terms and Conditions:

Recipient, by signing this Agreement, becomes a subrecipient of funds via the MHSSA Partnership Grant Agreements outlined below. As such, Recipient agrees to adhere to all applicable terms and conditions, including but not limited to those provisions included in these agreements, or as may be amended or replaced, which are available online under the Behavioral Health Funding and/or Governing Agreements sections at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHS-Contractor-Resources>, and incorporated by reference herein.

1. MHSSA Partnership Grant Agreement Round 2 and Round 3, No. 21MHSOAC049 inclusive of Amendment 1 to said Agreement;
2. MHSSA Partnership Grant Round 4 Agreement No. 224MHSOAC040, inclusive of any Amendments thereto; and
3. MHSSA Partnership Grant Round 4 Agreement No. 24MHSOAC008A, inclusive of any Amendments thereto.

- 10) **ARTICLE XXIV, Generative Artificial Intelligence**, is hereby added to read as follows:

ARTICLE XXIV

Generative Artificial Intelligence: For the purposes of this provision, “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content,

including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Recipient shall immediately notify County in writing if it: (1) intends to provide GenAI as a deliverable to County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system (“System”), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to County’s Contract Administrator identified in this Agreement.
- C. At the direction of County, Recipient shall discontinue the provision to County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by County.
- D. If the use of previously undisclosed GenAI is approved by County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to the County.
- E. County, at its sole discretion, may consider Recipient’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Except as herein amended, all other parts and sections of that Agreement #6514 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Justine Collinsworth (Dec 19, 2025 15:26:41 PST)
Justine Collinsworth, LMFT
Director of Behavioral Health
Behavioral Health Division
Health and Human Services Agency

Dated: 12/19/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Dec 19, 2025 15:28:00 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 12/19/2025

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Funding Out #6514 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By: *W-F*
Wendy Fredrickson (Dec 19, 2025 15:30:28 PST)
Wendy Fredrickson
Deputy Superintendent
"Recipient"

Dated: 12/19/2025

**El Dorado County Office of Education
Attachment B**

[Reserved]

**El Dorado County Office of Education
Attachment D**

[Reserved]

**El Dorado County Office of Education
Attachment E**

[Reserved]