

**AMENDMENT TO MENDOCINO COUNTY  
AGREEMENT NO. MH-20-028**

This Amendment to Agreement No. MH-20-028 is entered into this 23<sup>rd</sup> day of MARCH, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Bucklelew Programs**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. MH-20-028 was entered into on July 1, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original Agreement No. MH-20-028, from December 31, 2020 to June 30, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original Agreement No. MH-20-028, from \$7,650 to \$15,750; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to replace the Exhibits, A and B, in the original Agreement No. MH-20-028.


NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Agreement No. MH-20-028 will be extended from December 31, 2020 to June 30, 2021.
2. The amount set out in the original Agreement No. MH-20-028 will be increased from \$7,650 to \$15,750.
3. The Exhibits, A and B, set out in the original Agreement No. MH-20-028 have been altered and new Exhibits are attached herein.

All other terms and conditions of Agreement No. MH-20-028 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

  
Jenine Miller, Psy.D., HHSA Assistant Director

Date: 3/4/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item: 86-2189

Org Code: MAPEI

Grant: ☐ Yes ☒ No

Grant No.:

**CONTRACTOR/COMPANY NAME:**

Chris Kughn  
By: \_\_\_\_\_  
Chris Kughn, CEO

Date: 2.25.2021

**NAME AND ADDRESS OF CONTRACTOR:**

Bucklew Programs  
1401 Los Gatos, Suite 240  
San Rafael, CA 94903

415-457-6964 x 401; [chrisk@bucklew.org](mailto:chrisk@bucklew.org)

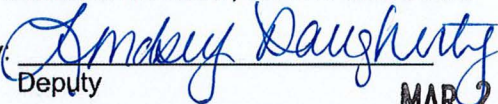
**COUNTY OF MENDOCINO**

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS **MAR 24 2021**

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

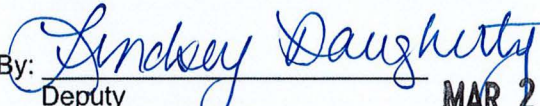
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy **MAR 24 2021**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.


CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy **MAR 24 2021**


**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel


By:   
Deputy

**INSURANCE REVIEW:**

By:   
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By:   
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_



## EXHIBIT A

### DEFINITION OF SERVICES

#### A. CONTRACTOR shall:

1. Operate the North Bay Suicide Prevention twenty-four (24) hour Crisis Hotline Program serving Mendocino County clients, and maintain coverage of the Hotline twenty-four (24) hours per day, seven (7) days per week.
2. Conduct the Suicide Prevention Hotline Training class three (3) times per year for Hotline telephone counselors (including at least one (1) time during the twelve (12) month contract period from July 1, 2020 to June 30, 2021).
3. Provide twenty-four (24) hours per day, seven (7) days per week staff back-up and consultation to telephone counselors.
4. Review all telephone counselor contacts for quality of response.
5. Conduct an in-person review of all telephone counselors at least once (1x) annually.
6. Develop and oversee implementation of treatment plans as appropriate for designated callers.
7. Collaborate with Mendocino County Health and Human Services Agency (HHSA) Behavioral Health and Recovery Services (BHRS) to expand methods to better inform the community about the Hotline service.
8. Maintain the data software program and update referral information on a regular basis.
9. Provide in-service trainings for Hotline volunteers at least once (1x) during the twelve (12) month contract period.
10. Provide to COUNTY quarterly statistics on the number of callers with gender, ethnicity, and age of caller, and other demographic data as available, in accordance with Title 9 of California Code of Regulations, Division 1, Chapter 14 MHSA, and specifically with reporting requirements found in Article 5, Section 3560.010 (See Attachment 1, Prevention and Early Intervention Regulations).

11. Provide to COUNTY information on any changes in the program from beginning of contract term to end.
  12. Provide to COUNTY information on measurements used to measure change in attitude, knowledge, or behavior related to suicide, and what changes were seen.
  13. Provide to COUNTY information on how the program reduced the negative outcomes of untreated mental illness (which may include suicide, incarceration, school failure, unemployment, prolonged suffering, homelessness, removal of children from homes), including measurement where applicable.
  14. Submit to COUNTY a quarterly summary of trainings provided to Hotline staff, including the number and a description.
    - a. Quarterly reporting required by paragraphs 10 – 14 above is due forty-five (45) days following the last day of the quarter to which it pertains; other reporting is due no later than thirty (30) days following the last day of the contract term.
  15. Provide technical assistance and support as available to Mendocino County HHSA BHRS for community suicide prevention education.
  16. Provide technical assistance and support as available to Mendocino County HHSA BHRS for facilitation of Suicide Prevention Committee meetings.
  17. Facilitate North Bay Suicide Prevention Regional Council meetings for collaboration between North Bay participating counties (one (1) meeting in the twelve (12) month period of the contract).
- B. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of



COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

- C. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- D. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any circumstances with Media, but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- E. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

- A. COUNTY will pay CONTRACTOR as per the following instructions for the period of July 1, 2020 through December 31, 2020:

PERSONNEL		Current FTE worked	Percent This Contract	Full FTE Annual Salary	Per 6-Mo Contract 20-21 Program Budget
	Clinical Director	.15	3.1538%	\$58,296.42	\$276
	Development Coordinator (In Kind)				\$0
	NBSPP Program Director	.55	3.1538%	\$32,564.50	\$565
	Assistant Hotline Director	1.0	3.1538%	\$27,742.50	\$874
	Hourly Shift Workers	1.043	3.1538%	\$60,918.50	\$2,006
	Volunteer Hotline Workers (In Kind)				\$0
	Quality/Compliance - Director	.07	3.1538%	65,000.00	\$144
	Quality/Compliance – Coordinator	.08	3.1538%	32,500.00	\$82
	OPS/Facilities/IT Director	.06	3.1538%	47,736.00	\$90
	OPS/Facilities/Fleet Assistant	.06	3.1538%	28,818.40	\$55
	IT, OPS Manager	.06	3.1538%	42,848.00	\$81
	Administrative Assistant	0	0	0	\$0
				Sub-Total Salaries	\$4,173
FRINGE BENEFITS		28.0%	% of Salaries	Benefits	\$1,168
				TOTAL PERSONNEL COSTS	\$5,341
SERVICES AND SUPPLIES					
DIRECT SERVICES					
Print/pub/promo					\$72
Recognition/Awards					\$0
Other (Specify)                   TECH SUPPORT AND HOTLINE TRANSLATION					\$193
Sub-Total Direct Services					\$265
EQUIPMENT, MATERIALS & SUPPLIES					
Maintenance-Equipment					\$110
Membership Dues					\$2
Training					\$45
Sub-Total Equipment, Materials & Supplies					\$157
OTHER OPERATING EXPENSES					
Communications					\$216
Insurance					\$33
Office Expense					\$153
Postage					\$0
Rents & Leases-Land, Structures & Improvements					\$392
Taxes & Licenses					\$0
Utilities					\$0



<b>PROFESSIONAL &amp; SPECIAL SERVICES</b>		
<b>TRANSPORTATION</b>		
Transportation		\$17
Travel		\$0
	Sub-Total Transportation	\$17
<b>SERVICE AND SUPPLY SUBTOTAL</b>		\$1,233
<b>INDIRECT COSTS*</b>		\$1,076
*- Specify/Summarize Indirect Costs -		
<b>TOTAL SERVICE AND SUPPLY</b>		<b>\$2,309</b>
<b>FIXED ASSETS/EQUIPMENT PURCHASED</b> **		
** - must have prior approval from Mendocino County and submit additional page(s) listing detail of asset/equipment		
<b>TOTAL BUDGET THIS PROGRAM</b>		<b>\$7,650</b>

C.	PERSONNEL	Current FTE worked	Percent This Contract	Full FTE Annual Salary	Per 6-Mo Contract 20-21 Program Budget
	Clinical Director	.15	3.42%	\$58,296.42	\$299
	Development Coordinator (In Kind)				\$0
	NBSPP Program Director	.55	3.42%	\$32,564.50	\$613
	Assistant Hotline Director	1.0	3.42%	\$27,742.50	\$949
	Hourly Shift Workers	1.043	3.42%	\$60,918.50	\$2,173
	Volunteer Hotline Workers (In Kind)				\$0
	Quality/Compliance - Director	.07	3.42%	65,000.00	\$156
	Quality/Compliance – Coordinator	.08	3.42%	32,500.00	\$89
	OPS/Facilities/IT Director	.06	3.42%	47,736.00	\$98
	OPS/Facilities/Fleet Assistant	.06	3.42%	28,818.40	\$59
	IT, OPS Manager	.06	3.42%	42,848.00	\$88
	Administrative Assistant	0	0	0	\$0
Sub-Total Salaries					\$4,524
FRINGE BENEFITS 28.0% % of Salaries					\$1,267
TOTAL PERSONNEL COSTS					\$5,791

<b>SERVICES AND SUPPLIES</b>	
<b>DIRECT SERVICES</b>	
Print/pub/promo	\$72
Recognition/Awards	\$0
Other (Specify)                      TECH SUPPORT AND HOTLINE TRANSLATION	\$193
Sub-Total Direct Services	\$265
<b>EQUIPMENT, MATERIALS &amp; SUPPLIES</b>	
Maintenance-Equipment	\$110
Membership Dues	\$2
Training	\$45
Sub-Total Equipment, Materials & Supplies	\$157
<b>OTHER OPERATING EXPENSES</b>	
Communications	\$216
Insurance	\$33
Office Expense	\$153
Postage	\$0
Rents & Leases-Land, Structures & Improvements	\$392
Taxes & Licenses	\$0
Utilities	\$0
Sub-Total Other Operating Expenses	\$794
<b>PROFESSIONAL &amp; SPECIAL SERVICES</b>	
<b>TRANSPORTATION</b>	
Transportation	\$17
Travel	\$0
Sub-Total Transportation	\$17
<b>SERVICE AND SUPPLY SUBTOTAL</b>	\$1,233
<b>INDIRECT COSTS*</b>	\$1,076
*- Specify/Summarize Indirect Costs -	
<b>TOTAL SERVICE AND SUPPLY</b>	\$2,309
<b>FIXED ASSETS/EQUIPMENT PURCHASED</b>	
<b>**</b>	
**--must have prior approval from Mendocino County and submit additional page(s) listing detail of asset/equipment	
<b>TOTAL BUDGET THIS PROGRAM</b>	<b>\$8,100</b>

D. CONTRACTOR will bill COUNTY on a monthly basis on a COUNTY approved invoice (Attachment 2).



- E. Invoices are due by the tenth (10<sup>th</sup>) of the month following the month of services. Invoices not received within thirty (30) days will not be honored.
- F. CONTRACTOR will submit quarterly summary of services described in Exhibit A and monthly invoices to:

MENDOCINO COUNTY  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

- G. Payments under this Agreement shall not exceed Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750) for the term of this Agreement.

[END OF PAYMENT TERMS]