



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloepfel, County Executive

CONTRACT FOR MENTAL HEALTH SERVICES

THIS CONTRACT memorializes the agreement made and entered by and among the County of Champaign ("County") and the Mental Health Board ("MHB") (herein after collectively referred to as "the Parties"), effective July 1, 2021, and authorized by Champaign County Board Resolution No. 2021-208 approved at the June 24, 2021 Champaign County Board meeting.

WITNESSETH

WHEREAS, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the County is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to provide mental health services for public health in response to COVID-19; and

WHEREAS, the County desires to enter into a Contract with MHB for the administration of ARPA Funds to provide mental health services through local community providers; and

WHEREAS, MHB accepts the request for service administration from the County;

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the COVID-19 Pandemic has negatively impacted mental health. The purpose of this Contract is for the County to provide ARPA Funds to MHB in order to alleviate negatively impacted individuals and families in Champaign County.

- A. These services are detailed in Attachment I that include provision of mental health and substance abuse disorder treatment services to individuals and families in Champaign County.

B. The ARPA funds will assist services provided from July 1, 2021 through June 30, 2022.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Contract, hereby agrees to provide ARPA Funds in amount of up to \$770,436 to MHB for services that assist individuals and families in Champaign County.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Contract:

- A. Each subcontract must be administered under the purpose and scope of Section 1 and Attachment 1.
- B. The assistance must occur between July 1, 2021 and June 30, 2022; presumed to be caused or exacerbated by the COVID-19 pandemic during this time period.
- C. The maximum amount of assistance from this Contract shall not exceed \$770,436 as outlined in Attachment 1.
- D. MHB must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to MHB in an amount up to \$770,436 in support of this assistance, available beginning July 1, 2021.
- F. A Risk Assessment Form shall be submitted by MHB to the County prior to the first quarterly report; followed by a Reporting Form by MHB to the County each quarter until the program assistance and reporting are complete. MHB shall oversee subcontractors through subcontracts in order to administer services and collect reporting information. The County shall provide the Risk Assessment Form and Reporting Form templates to MHB.

Section 4. Roles and Responsibilities of MHB: MHB agrees to adhere to funding requirements and provide information needed that include the following:

- A. MHB will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. MHB will assist eligible individuals and families with ARPA Funds in accordance with Sections 1, 3, and Attachment 1.
- C. MHB will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: number of clients/households served, demographic information, program details, how the

program responds to the needs of the pandemic, program timeline and status, and expenditure information and status.

- D. MHB will provide to the County, upon reasonable notice, access to and the right to examine such books and records of MHB. MHB will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Contract.
- E. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Contract on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. MHB understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- F. MHB will comply with all applicable statutes, ordinances, and regulations. MHB will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Contract is prohibited by law, MHB will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to MHB in an amount up to \$770,436.
- B. A Risk Assessment Form shall be submitted by MHB to the County prior to the first quarterly report; followed by a Reporting Form by MHB to the County each quarter until the program assistance and reporting are complete. The County shall provide the Risk Assessment Form and Reporting Form templates to MHB.
- C. The County shall provide oversight as described in this Contract for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose of the funds as set forth in this Contract.

Section 6. Term and Termination: This Contract shall commence upon its execution between the Parties. This Contract may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, MHB shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if MHB does not spend the

ARPA Funds in accordance with the regulations and requirements specified in this Contract, MHB will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.


Section 7. Amendments: This Contract may be amended only by an agreement of the Parties executed in the same manner in which this Contract is executed.

Section 8. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of the Contract such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

IN WITNESS THEREOF, the parties hereto have caused this Contract, which memorializes in writing the agreement previously existing and effective as of July 1, 2021, to be executed by its officers on this 23rd day of May, 2022.

BY:  _____

Lynn Canfield
Executive Director
Champaign County Mental Health Board

BY:  _____

Darlene A. Kloeppe
Champaign County Executive
Champaign County