State of California

Mental Health Services Oversight

Accountability Commission (MHSOAC)

Nevada County Behavioral Health Department Agreement: 19MHSOAC093 A.1 Exhibit B: Budget Detail and Payment Provisions

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@mhsoac.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.

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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 <u>final</u> 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 <u>of these payments</u>, <u>whether made in full or quarterly payments</u> until the Grantee has fully expended any unspent funds; <u>and may also withhold funding in Gant Year four (4) to reconcile payments with deliverables for the full term of this Agreement</u>.

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.