

Zero-Cost Vehicle Use Agreement

Scope of Work

1. Use Overview

The California Department of Health Care Services (“DHCS”) agrees to provide County of Humboldt (“Grantee”) with the rights to use DHCS property and vehicles as described in this Agreement (“Agreement”). DHCS oversees the Behavioral Health Continuum Infrastructure Program (BHCIP) pursuant to Cal. Welf. & Inst. Code §§5960-5960.4. DHCS established the BHCIP Round 1 Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU).

DHCS awarded the Grantee a BHCIP Round 1 grant to purchase vehicles necessary for CCMU teams to be able to reach and serve individuals in crisis located in the City of Eureka, County of Humboldt, State of California, and to operate the specific vehicles for their intended purposes identified in Grantee’s grant application. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicles as specified in this Agreement.

The grant for Grantee’s vehicles is funded through State General Funds (SGF). As part of DHCS’s grant award to Grantee, Grantee entered into a contract, AHP-21-10349 (“Prime Contract”), with Advocates for Human Potential (AHP), who is acting as DHCS’s agent to administer Round 1 grants, to undertake Grantee’s purchase of CCMU vehicles. This Agreement between DHCS and Grantee provides additional obligations the Grantee has to DHCS as a condition of receiving all funds, keeping vehicles purchased with grant funds under Grantee’s contract with AHP, and in order to comply with the requirements of the statutes governing BHCIP and the SGF.

This Agreement hereby incorporates by reference the provisions set forth in Prime Contract AHP-21-10349, as applicable to this Agreement. The applicable provisions set forth in AHP-21-10349 shall survive the termination of AHP-21-10349 for purposes of this Agreement. The provisions in this Agreement shall supersede any conflicting provisions in AHP-21-10349.

It is the intent of the parties that Grantee, and any subsequent owners of the vehicles, continue to be bound by the requirements of the BHCIP statutes and this Agreement for a period of six (6) years from the effective date of this Agreement. The BHCIP statutes, as written on the date of this agreement, are hereby incorporated by reference into this agreement.

The term of this Agreement is for six (6) years after the effective date of this Agreement. During this period, the Grantee shall:

- A. Ensure that upon the earlier of (i) the termination or expiration of the Agreement term, or (ii) upon the vehicle becoming non-operational, the Grantee will do the following within ninety (90) days:

1. Sale of the Vehicle: The Grantee will arrange for the sale of the Vehicle at fair market value. Grantee will obtain prior written consent from DHCS prior to sale of the Vehicle.
 2. Use of Proceeds: The proceeds from the sale or disposition of the Vehicle will be used exclusively for BHCIP purposes consistent with Cal. Welf. & Inst. Code §5960 et seq. The Grantee will provide documentation reasonably satisfactory to DHCS confirming that the proceeds were used for BHCIP purposes.
 3. "Non-operational" means the vehicle is no longer functioning, no longer serviceable, not cost worthy to repair, uninsurable, or determined to be a total loss by insurance.
 4. The provisions under this Section 1(A) shall survive the expiration or termination of this Agreement.
- B. Ensure that the vehicles are maintained, at the Grantee's expense, in good condition and to arrange for necessary repairs and maintenance during the Agreement term.
- C. Ensure that Grantee has provided, maintained, and certified automobile liability insurance is in effect during the term of this Agreement or any extension period during which the vehicles remain in the Grantee's possession, and as specified in AHP-21-10349.
- D. Ensure that if, during the term of this Agreement and until the sale or insurance total loss of the vehicles, they are damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Grantee will remain financially responsible for the fair market value of the vehicles at the time of loss. The Grantee will notify DHCS within 10 days of any of these events.
- E. Ensure that Grantee agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the vehicles during the term of this Agreement, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the vehicles, or on the use, ownership, possession, transportation, delivery, or operation of the same. Grantee agrees to reimburse DHCS for the full costs, expenses, taxes, fees, and other charges paid by DHCS in which Grantee is obligated to pay.
- F. Ensure that all operators of the vehicles must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in each vehicle, the operator must also hold a State of California Class B driver's license.
- G. Ensure that the vehicles remain the property of DHCS, or its nominees, successors, or assigns, at all times during the term of this Agreement. DHCS

retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicle for the purposes specified in this Agreement. The Lessee must not assign, transfer, sublet, sell, or encumber the Vehicle in any way without the prior written consent of DHCS.

- H. Ensure that the vehicles are used in compliance with the requirements set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.A of this Agreement;
- I. Ensure that the vehicles are used in compliance with requirements governing the SGF.
- J. Comply with the change of vehicle use requirements contained in Section 5.B. of this Agreement, if applicable;
- K. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.C. of this Agreement;
- L. Provide DHCS access to the vehicles, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.D. of this Agreement;
- M. Provide DHCS with reports in the manner and frequency set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.E. of this Agreement; and
- N. Comply with any and all applicable rules and laws, including those governing the disposition of property in the event that Grantee elects to transfer use rights to the vehicles.

2. Use Location

The vehicles must be used within the State of California.

3. Use Hours

The vehicles must be used during normal Grantee working hours and days.

4. Authorized Representatives

A. The authorized representatives during the term of this Agreement will be:

Department of Health Care Services	County of Humboldt
Contract Manager: Laurice Artap Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Contract Manager: Emi Botzler-Rodgers Telephone: (707) 268-2998 Email: EBotzler-Rodgers@co.humboldt.ca.us

B. Direct all inquiries to:

Department of Health Care Services Community Service Division, Behavioral Health Expansion Branch Attention: Laurice Artap Mail Station Code 2635 P.O Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	County of Humboldt Attention: Paul Bugnacki 720 Wood Street Eureka, CA 95501 Telephone: (707) 362-0610 Email: pbugnacki@co.humboldt.ca.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. Uses to be Allowed

A. Operation of the vehicles

For the term of this Agreement, the Grantee must comply with the following requirements:

1. Operate the vehicles in accordance with all applicable requirements in Cal. Welf. & Inst. Code §§5960-5960.4;
2. Operate the vehicles for the type of behavioral health services identified in the Grantee's DHCS approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 5.B below;
3. Accept Medi-Cal beneficiaries; and
4. Operate the vehicles in compliance with all applicable requirements governing the SGF.

B. Change in Vehicle Use

If Grantee wants to change the type of behavioral health services that it serves with the vehicles to something other than what was approved in the Grantee's BHCIP grant application, the Grantee must submit a written request to DHCS prior to making such a change.

The Grantee's written request must:

1. Identify the desired type of behavioral health service;
2. Explain the need for the proposed change;

3. Identify any licenses, certifications, modifications, staff, or any other requirement that the Grantee must obtain before being able to make the proposed change; and

DHCS has absolute discretion to permit or deny the request and may require the Grantee to provide additional information to evaluate the Grantee's request.

C. Record Retention

1. The Grantee must maintain books, accounting records, client records, and other documents, in a manner sufficient to properly reflect all direct and indirect costs of operating the vehicles during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
2. The Grantee's records and each vehicle's records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State of California, including DHCS or its authorized representatives.
3. The Grantee agrees that departments authorized to represent the State of California (including DHCS, the Department of Finance or its authorized representatives, the Bureau of State Audits, or their designated representatives) and authorized representatives of the United States (including the Comptroller General) shall have the right to review and to copy any records and supporting documentation pertaining to the permissible uses and performance of this Agreement. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to permissible uses or performance of this Agreement (Cal. Gov. Code §8546.7, 2 CCR §1896.77).
4. The Grantee must preserve and make available its records (1) for a period of five years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
5. The Grantee may, at its discretion, following the expiration of this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by DHCS or an authorized DHCS representative to inspect, audit or obtain copies of said records, the

Grantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. DHCS Monitoring

1. DHCS, or its authorized representatives, has the right at all reasonable times to inspect the vehicles. If DHCS exercises this right to inspect, the Grantee must provide access to the vehicles and will provide reasonable assistance for the safety and convenience of the DHCS or its authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

E. Reports to DHCS

Within 90 days of the end of each quarter [for the first three years of the term of this Agreement and on an annual basis thereafter], the Grantee must submit reports to DHCS to <mailto:BHCIP@dhcs.ca.gov>. The reports must include the following information:

1. Provide DHCS with proof of insurance for the vehicles annually or whenever there is a change in coverage.
2. Provide DHCS with proof of vehicle(s) maintenance, such as oil changes.
3. Annual Equipment/Property Inventory
 - a. If the Grantee enters into an agreement with a term of more than twelve months, the Grantee must submit an annual inventory of state equipment and/or property to the DHCS using a form or format designated by DHCS. If an inventory report form does not accompany this Agreement, the Grantee must request a copy from DHCS. The Grantee must:
 - i. Include in the inventory report, equipment and/or property in the Sponsor's possession and/or in the possession of a subcontractor (including independent consultants).
 - ii. Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by DHCS.
 - iii. Contact DHCS to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHCS.
 - b. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Grantee must provide a final inventory report of equipment and/or property to DHCS and must, at that time, query

DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at Grantee's expense and according to DHCS' instructions. Equipment and/or property disposition instructions must be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

4. Performance Measures

- a. Provide the county location of CCMU program.
 - i. What cities are served?
 - ii. What cities were served during the current time period?
- b. Provide the following information regarding the vehicles in possession purchased with BHCIP funds:
 - i. Description (make/model)
 - ii. Date purchased
 - iii. Is the vehicle operational?
 - iv. The current odometer reading
- c. Provide the hours of operation and the hours per week the CCMU services are available.
- d. Describe the makeup of your CCMU teams.
 - i. Provide an organization chart
 - ii. Identify the various positions of the CCMU team (i.e. Peer support staff, mental health clinician, etc....)
 - iii. Indicate how many staff are from each position.
- e. Provide the total requests for CCMU services that resulted in a CCMU Team:
 - i. Dispatched and CCMU services provided
 - ii. Resolved without dispatching a CCMU team
- f. Provide the age range of the total amount of unduplicated individuals served through dispatch.
- g. Provide the number of all individuals receiving CCMU services through dispatch, for the reporting quarter, by previous experience with behavioral health care:
 - i. Have never received behavioral health services before

- ii. Receive or have received SMI/SED services (full-service partnerships other SMI services
- iii. Receive or have received SUD services
- iv. Receive or have received some counseling or community based mental health services in the past.
- v. Other
- vi. Not reported

F. Single Audit

The grant for Grantee's vehicles is funded through State General Funds (SGF). Therefore, Grantee must comply with any and all applicable rules, including those governing the disposition vehicles in the event that Grantee elects to transfer ownership of the vehicles.

Furthermore, Grantee must comply with any and all of the California Department of Finance's SGF reporting requirements.

G. Assignment of this Agreement Following the Transfer of Use Rights to the Vehicles

If at any time during the term of this Agreement the Grantee sells, gifts, or otherwise transfers use rights of the vehicles, in whole or in part, the Grantee must ensure that, as a condition of the use rights transfer, the subsequent user of the vehicles complies with the terms of this Agreement.

Prior to finalizing any transfer of use rights to the vehicles, the Grantee must request that DHCS formally amend this Agreement to assign the Grantee's obligations under this Agreement to the subsequent user of the vehicles.

This Agreement is not assignable by the Grantee, either in whole or in part, without the prior written consent of DHCS.

H. Remedies

If the Grantee violates any terms of this Agreement, DHCS or another department authorized to represent the State of California may impose a corrective action plan and/or take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following enforcement actions:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Wholly or partly suspend or terminate the grant award.
3. Withhold or deny further BHCIP awards to the Grantee.
4. Require the Grantee to forfeit and return all or part of the grant funds, including any interest, and/or
5. Require the Grantee to forfeit and return all unused grant funds, including any interest.
6. Specific performance.

7. Terminate this Agreement.

DHCS (or another department authorized to represent the State of California) may specify the timeframes and deadlines for the Grantee's compliance with the above remedies. All remedies required by DHCS will be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State of California) may take any other permissible remedies available in law and equity to enforce the terms of this Agreement.

The provisions under this Section 5(H) will survive the expiration or termination of this Agreement.

6. DHCS Responsibilities

DHCS will oversee the change in vehicle use, record retention, monitoring, review of reports submitted, and remedies as identified in sections 5(B), 5(C), 5(D), 5(E), and 5(H) above.

7. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), and the implementing regulations, including 36 C.F.R. Part 1194 and 28 C.F.R. Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

8. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

9. Word Usage

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.