

LICN-035

**AGREEMENT FOR  
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD  
LOCAL INDIGENT CARE NEEDS IMPLEMENTATION GRANT PROGRAM**

between

**COUNTY MEDICAL SERVICES PROGRAM  
GOVERNING BOARD  
("Board")**

and

**SISKIYOU COUNTY HHSA- PUBLIC HEALTH DIVISION  
("Grantee")**

Effective as of:  
February 1, 2022

**AGREEMENT**

**COUNTY MEDICAL SERVICES PROGRAM  
LOCAL INDIGENT CARE NEEDS GRANT PROGRAM**

**FUNDING IMPLEMENTATION GRANT**

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the Local Indigent Care Needs Grant Program (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice and reports as required in this Agreement from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Local Indigent Care Needs Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project and shall not use

the Grant Funds to fund Grantee's administrative and/or overhead costs except as provided herein. Grantee may use an amount of the Grant Funds up to ten percent (10%) of the total Project expenditures to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. In addition, Grantee shall comply with the terms of Exhibit E Use of Grant Funds attached hereto. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Matching Funds and In-Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in-kind match of a minimum of ten percent (10%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in-kind match (or alternatively, matching fund of a minimum of ten percent (10%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources; provided, however, such matching funds shall not originate from any CMSP funding source.

F. Commencement of Expenditures. Grantees shall begin spending Grant Funds during the first calendar year after receipt of Grant Funds and shall continue expending such Grant Funds on a consistent basis throughout the term of this Agreement and in accordance with the terms of this Agreement.

G. Possible Revision to Payment Schedule. If the Project warrants a change in payment schedule as described in Exhibit A, or if Grantee's expenditures are not in compliance with the Project, the Board may, within its sole discretion, revise the payment schedule or withhold payment of further amounts.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This Section 4 shall survive the termination or expiration of this Agreement.

5. Board's Interest in Real Property and/or Improvements. If Grantee's Application anticipates the purchase of real property and/or improvements to real property (including leaseholds) with Grant Funds, then this real property and/or improvements to real property shall be purchased in Grantee's name and shall be dedicated exclusively to the

Grantee's health care or administrative purposes. Further, Board may, in its sole discretion, require that Grantee grant a security or other interest in the real property and/or improvements to real property, including but not limited to a right of reverter to Board upon a change or use or other circumstance as a condition of receiving Grant Funds, which shall be described in Exhibit A.

If the real property and/or improvements to real property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, at the discretion of the Board, immediately upon the change of use: (a) pay to the Board the fair market value of the real property and/or improvements to real property at the time of the change of use, and (b) obtain the Board's written consent to the change of use no later than ninety (90) days after such change of use. After this payment identified in (a) above or Board's consent as provided in (b) above, Grantee may either keep or dispose of the real property and/or improvements to real property. Grantee shall list all real property and/or improvements to real property to be purchased with Grant Funds on Exhibit A. This Section 5 shall survive the termination or expiration of this Agreement.

6. Board Consent Required for Purchase of Specified Personal Property. If Grantee's Application anticipates the purchase of any personal property valued in excess of \$5,000 with Grant Funds, including but not limited to computers, software, equipment or vehicles ("Specified Personal Property"), then Grantee must obtain the Board's prior written consent for any such purchase. Grantee shall make such request for the Board's consent pursuant to a form and manner as determined by the Board.

7. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

8. Data and Project Evaluation. Grantee shall collect Project data and conduct a Project evaluation. Grantee shall budget for evaluation expenses in an amount equal to a minimum of 10% of the total project expenditures. Grantee shall report data and evaluation findings to the Board as part of the Progress and Final Reporting set forth in Section 12, below. The Grantee shall not submit any protected health information ("PHI") to the Board. The Board reserves the right to hire an external Grant Program evaluator to conduct an evaluation of the Project ("Grant Program Evaluator"). Grantee shall cooperate fully with the Board, its agents and contractors, including but not limited to the Grant Program Evaluator, and provide information to the Board, its agents and contractors in a timely manner. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet data collection and reporting requirements as set forth in this Agreement and in the RFP.

9. Technical Assistance Consultant. The Grantee shall participate in technical assistance programs and collaborate with the Technical Assistance Consultant as hired by the Board ("Technical Assistance Consultant") as requested. At a minimum, Grantee is required to participate in one or more interviews with the Technical Assistance Consultant and have a minimum of one (1) representative participate in two (2) Implementation conferences over the grant period and host the Technical Assistance Consultant at (1) site visit.

10. Record Retention. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement.

11. Audits. The Board may conduct such audits as necessary to verify Grantee's compliance with the terms of this Agreement. Such audit rights shall include auditing 100% of expenditure of Grant Funds and such information and documents as necessary to verify use of Grant Funds and Grantee's performance of the Project in accordance with the terms of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors in connection with any audit and provide information to the Board, its agents and contractors in a timely manner.

12. Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Biannual Progress Reports. Grantees shall submit five (5) biannual progress reports to the Board using the Biannual Progress Report Form on the following dates: August 15, 2022, February 15, 2023, August 15, 2023, February 15, 2024, and August 15, 2024. Each report should: (1) clearly define the target population and its needs; (2) demonstrate progress toward meeting the Project's goals posed in the Grantee's application; (3) describe the Project's current evaluation efforts; (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Timeline and Work Plan as set forth in Exhibit C; (6) provide changes to any key grantee personnel or their responsibilities; (7) describe the Grantee's experience utilizing Technical Assistance; (8) describe any changes in key partnerships; and (9) report on target population impact to date and share significant success stories.

C. Mid-Year Expenditure Reports. Grantees shall submit three (3) mid-year expenditure reports to the Board using the Mid-Year Expenditure Report Template on the following dates: August 15, 2022, August 15, 2023, and August 15, 2024. Each report should: (1) compare budgeted expenditures to actual expenditures for the first-half of the year; (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the following grant year(s). Grantees must provide an explanation for expenditures that are projected to deviate more than 5% from the most recently approved budget for the given budget year.

D. Year-End Expenditure Reports. Grantees shall submit two (2) Year End-Expenditure reports to the Board using the Year End -Expenditure Report Template on the following dates: February 15, 2023, and February 15, 2024. Each report should: (1) compare budget expenditures to actual expenditures for the reporting year; (2) detail total grant funds

received and expended to date; and (3) detail any proposed budget modifications for the following grant year(s).

E. Final Report. Grantee shall submit a final report to the Board using the Final Report Template on February 17, 2025. The Final Report should: (1) compare project outcomes to the goals posed in the Grantee's application; (2) identify challenges and barriers to meeting Project goals encountered during project implementation; (3) compare Project progress to the Application, Timeline and Work Plan as set forth in Exhibit C; (4) describe the Grantee's experience utilizing Technical Assistance; (5) report on target population impact and share significant success stories; (6) report on Project's evaluation findings; (7) describe the Grantees sustainability efforts to continue the project activities beyond the life of the grant; (8) describe the Project's planned future activities following the Grant Program; (9) describe sustainability of key partnerships post grant; (10) compare budget expenditures to actual expenditures for the entire project period; and (11) detail total grant funds received and expended.

F. Non-Compliance with Reporting Requirements. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth in this Agreement and in the RFP.

13. Term. The term of this Agreement shall be from February 1, 2022, to May 1, 2025, unless otherwise extended in writing by mutual consent of the parties.

14. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in Sections 2.B, 2.D, 2.E, 2.F, 4, 5, 6, 7, 8, 9, 10, 11 and 12. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

15. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

16. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

17. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

18. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

19. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

20. Amendment. All amendments must be agreed to in writing by Board and Grantee.

21. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

22. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.


23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective February 1, 2022.

BOARD:  
COUNTY MEDICAL SERVICES  
PROGRAM GOVERNING BOARD

GRANTEE:  
SISKIYOU COUNTY HIISA- PUBLIC  
HEALTH DIVISION

By:   
Kari Brownstein, Executive Director

By:   
Brandon A. Criss, Chair, Board of Supervisors

Date: 3/18/22

Date: 3/1/2022

Attest: LAURA BYNUM  
County Clerk & Ex-Officio  
Clerk of the Board

By:   
Wendy Winningham, Deputy County Clerk

Date: 3/1/2022

**EXHIBIT A**

GRANTEE: SISKIYOU COUNTY HHSA- PUBLIC HEALTH DIVISION

GRANTEE'S PARTNERS UNDER CONTRACT<sup>1</sup>

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GRANT FUNDS:

Total Amount To Be Paid under Agreement: \$1,203,700.00

1. Amount to Be Paid Upon Execution of This Agreement (10%): \$120,370.00
2. Amount To Be Paid Within 30 Days Following Receipt of Invoice, First Biannual Progress Report and First Mid-Year Expenditure Report (anticipated to be 08/15/22) (16%): \$192,592.00
3. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Second Biannual Progress Report and First Year-End Expenditure Report (anticipated to be 02/15/23) (16%): \$192,592.00
4. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Third Biannual Progress Report and Second Mid-Year Expenditure Report (anticipated to be 08/15/23) (16%): \$192,592.00
5. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Fourth Biannual Progress Report and Second Year-End Expenditure Report (anticipated to be 02/15/24) (16%): \$192,592.00
6. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Fifth Biannual Progress Report and Third Mid-Year Expenditure Report (anticipated to be 08/15/24) (16%): \$192,592.00
7. Amount To Be Paid Within 30 Days Following Receipt of Invoice and Final Grant Report (anticipated to be 02/17/25) (10%): \$120,370.00

<sup>1</sup> Attach copy of any contract.



If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

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If Funds will be Used to Purchase Specified Personal Property, List Specified Personal Property to be Purchased and Date of Consent by the Board:

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If Funds will be Used to Purchase Real Property and/or Improvements to Real Property, List Real Property and/or Improvements to Real Property to be Purchased:

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List any Conditions to Grant Funds regarding Real Property and/or Improvements to Real Property to be Purchased:

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LICN-035

NOTICES:

Board:  
County Medical Services Program Governing Board  
Attn: Meegan Forrest, Director of Finance & Administration  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815  
(916) 649-2631 Ext. 120  
(916) 649-2606 (facsimile)

Grantee:  
*(Insert Grantee name, address, contact person, phone and fax numbers)*

Siskiyou County HHSA- Public Health Division  
Shelly Davis  
810 S Main St  
Yreka, CA 96097  
530-841-2140 Phone