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Submitted	Apr 17, 2023
Status	In progress
Applicant(s)	Todd Keating (keatingt@co.monterey.ca.us) Wendi Reed (reedwl@co.monterey.ca.us)
Program and cycle	JI Application Round 2 JI Round 2
Tags	No tags
Forms	PATH JI Terms and Conditions Correctional Agency

**California Providing Access and Transforming Health (PATH)
Justice Involved Planning and Capacity Building Program**

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services (“DHCS”) under the Justice Involved Planning and Capacity Building Program,

whose business address is

and whose Federal Tax Identification number is

(Applicant) *
(Applicant)

Monterey County Probation

Address *
(Address, City, State, Zip)

20 E. Alisal Street

ID #1
(Federal Tax ID)

94-6000524

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

- a. Project Plan. Applicant shall use grant funds exclusively to implement the project plan as outlined in Applicant’s grant application dated

Date *

Apr 17, 2023

- attached hereto and incorporated herein by reference as Appendix A, and for no other purpose.
- b. Program Guidance and Conditions. In using the funds to implement the project plan, Applicant must follow all terms, conditions, and guidelines provided in the Justice Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

- c. Changes and Modifications. Changes and modifications to Appendix A or to the program guidelines may be proposed by Applicant in writing and are subject to the approval of DHCS. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as third-party administrator (“TPA”), to administer the grant program and to communicate with Applicant with respect to grant administration. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Applicant hereby releases and holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.

- a. Grant Amount. The total grant amount awarded to Applicant shall not exceed

CA JI CA Total Fund Request

\$ 500000.00

Applicant acknowledges that the grant amount has been determined by DHCS and will not be negotiated with the TPA.

- b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, shall cause the first installment of 80% of the awarded grant funds to be disbursed to Applicant via direct deposit into Applicant’s account within forty-five (45) calendar days following receipt of Applicant’s signature on this Acknowledgement, provided Applicant has provided all required information, forms, and documentation required to facilitate payment. The remaining 20% of the awarded grant funds will be disbursed within forty-five (45) calendar days of the TPA’s receipt of the Applicant’s satisfactory interim progress report due on or before March 1, 2024.
- c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of grant funds.

IV. Reporting Requirements.

- a. Interim report. Correctional agency applicants are required to submit an interim progress report upon successful implementation of any five (5) of the seven (7) Correctional Agency Operational Criteria developed by DHCS and more fully described in Appendix A. The interim report is due on or before March 1, 2024.
- b. Final report. Correctional agency applicants are required to submit a final progress report upon successful implementation of all seven (7) of the Correctional Agency Operational Criteria.
- c. Failure to report. If a correctional agency fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VI, below.

V. Additional DHCS Terms and Conditions.

- a. Funding received through the Justice Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the

California Department of Corrections (“DOC”) for the purchase of technology for state prisons, county jails, and youth correction facilities.

- b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.
- c. Applicant may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.
- d. Applicant must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Applicant may be required to return unused funds to DHCS.
- e. Applicant’s authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Todd Keating

- i. DHCS or the TPA identify potential, fraud, waste, or abuse;
- ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;
- iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;
- iv. Funding recipient becomes ineligible to be a provider of pre-release services;
- v. Funding recipient reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;
- vi. Funding recipient reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; and,
- vii. Funding recipient did not spend all funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VI. Auditing and Recoupment

- a. DHCS or the TPA, as appropriate, may perform spot check audits of JI funding disbursements. DHCS and the TPA may utilize a Corrective Action Plan process for JI funding recipients who are not meeting interim or other requirements for receipt of PATH JI funding.
- b. Funding recipients shall submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three possible scenarios if funding recipients do not spend all funds received for any reason, including:
 - i. Permit the entity to ‘rollover’ a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

- ii. The entity may voluntarily return unused funds to DHCS; or
 - iii. The entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, in which case DHCS will seek an audit and possible recoupment of unused funds.
- c. DHCS will only seek to audit entities and recoup funds in instances where:
- i. DHCS or the TPA identify potential, fraud, waste, or abuse;
 - ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;
 - iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;
 - iv. Funding recipient becomes ineligible to be a provider of pre-release services;
 - v. Funding recipient reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;
 - vi. Funding recipient reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; and,
 - vii. Funding recipient did not spend all funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Applicant, DHCS may terminate the grant award in any of the following circumstances:

- a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;
- b. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;
- c. Upon Applicant's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Applicant's indictment in any criminal proceeding;
- e. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. If DHCS does not receive or maintain sufficient funds to administer the program;
- g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or
- h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

CA JI Terms and Conditions CA Grant sign *
(Name)

Todd Keating

name title *
(Printed Name and Title)

Todd Keating, Chief Probation Officer

date *
Date

Oct 27, 2023