

Agreement for Medi-Cal Capacity Grant

This agreement, effective upon the date of the last signature below (Grant Effective Date), is entered into in order to specify the terms and conditions under which Santa Cruz-Monterey-Merced Managed Medical Care Commission, doing business as Central California Alliance for Health (the Alliance) agrees to provide funds (Grant) through the Alliance Medi-Cal Capacity Grant Program (Program) for grant #0223-MCWDB-WF to Monterey County Workforce Development Board (Grantee).

Recitals

Whereas, the Alliance has established the Program to offer grants to health care providers and community organizations to support efforts that advance the Alliance mission to provide timely access to quality health care services and to increase Medi-Cal capacity in the Alliance's service area;

Whereas, the Program will focus the provision of available funds in the areas of access to care, healthy beginnings, and healthy communities; and

Whereas, the Alliance has made a decision to award funds to Grantee based on the application submitted by Grantee for a Grant under the Program (hereafter referred to as "Grant Application");

Now Therefore, the Alliance and Grantee agree that all funds awarded as a Grant under the Program shall be subject to the terms and conditions of this Agreement.

1. Statement of Services. The "Statement of Services" is attached hereto and hereby incorporated into this Agreement as Exhibit 1, and sets forth the services to be provided by Grantee under this Agreement.

2. Incorporation of Grant Request. The Grantee represents that all information contained in the Grant Application is true, accurate and complete in all material respects. Grantee further agrees that it will notify the Alliance promptly of any material change in information submitted in the Grant Application, including any significant change in organizational leadership or contact information.

3. Amount and Purpose of Grant. The amount of the Grant shall be set forth in Exhibit 1 in consideration of and on condition that the sum be expended only for the purposes of carrying out the Statement of Services in Exhibit 1. Grantee shall use any and all funds provided through the Grant solely as set forth in Exhibit 1. Unless specifically provided in this Agreement or in Exhibit 1, no part of the Grant may be used to fund administrative services or other operating expenses of the Grantee, even if those services are utilized to support the services set forth in Exhibit 1. No part of the Grant may be used to fund expenses related to lobbying or political action by the Grantee. To the extent that Grantee is unable to use any part of the Grant funds as set forth in the Statement of Services and as described in the Grant Application project budget, Grantee shall notify the Alliance of funds that have not been or cannot be expended in Exhibit 1.

The Alliance shall have the right to reduce the amount of scheduled payments accordingly or request return of unspent funds at the completion of grant outcomes. Grantee agrees to complete the Statement of Services in Exhibit 1. The Alliance will not provide additional funding beyond the grant award amount stated in Exhibit 1 to Grantee to complete the Statement of Services. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement unless specifically provided for in the terms of Exhibit 1.

4. Payment Schedule. The schedule for the payment of the Grant is set forth in Exhibit 1.

5. Payment Documentation. The timing, scope and format of the documentation that Grantee shall provide to the Alliance to request Grant funds is set forth in Exhibit 1. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Grant funds, either before or after use by Grantee, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Grantee, including but not limited to those of sections 3 and 6.

6. Books and Records. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Grant and to make them available to the Alliance, the State of California, the United States Department of Health and Human Services or the Comptroller General of the United States, or otherwise required by law, for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following termination or completion of the Grant. Grantee agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

7. Grant Announcements. Any materials used to advertise, announce or otherwise inform the public, including individuals served by Grantee, of the receipt of the Grant provided for hereunder shall describe the Grant and the services funded by the Grant accurately, and in a way that conforms to the description of the scope of services set forth in Exhibit 1. Any such materials that mention or include information about the Alliance shall not be published or in any other way communicated without notification to the Alliance. Any such materials that mention or include information about the Alliance shall refer to the health plan as Central California Alliance for Health, or the Alliance. Any published list of funders who have supported activities related to this grant should include the Alliance.

8. Intentionally left blank.

9. Term and Termination.

- a. This Agreement, including Exhibit 1, shall be effective on the Grant Effective Date. Unless sooner terminated as provided herein, this Agreement shall remain in effect so long as the Statement of Services in Exhibit 1 is in effect, and in any event shall terminate no earlier than the date of the last payment made to Grantee or on Grantee's behalf under this Agreement.

- b. Grantee may rescind this Agreement at any time prior to the issuance of first payment by the Alliance pursuant to Exhibit 1. After issuance of payment, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
- c. The Alliance may terminate this Agreement if Grantee (i) fails to return the partially executed Agreement within 60 calendar days of the Alliance Board's grant award decision date, or such later date as the parties may mutually agree upon in writing; or (ii) fails to comply with the terms of this Agreement.
- d. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Grantee ceases operations or in the event of Grantee's insolvency, which insolvency shall be considered to have occurred when Grantee makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Grantee's ability to carry out the Statement of Services in Exhibit 1. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments already made prior to Grantee's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Grantee's general creditors or for any purpose other than as specifically set forth in Exhibit 1.

10. Effect of Termination. In the event of termination, this Agreement and Exhibit 1 shall terminate and have no further force or effect with respect to either party as of the effective date of termination established in writing, except that all obligations arising or accruing prior to termination, including use or return of Grant funds, shall be performed in accordance with the terms of the Agreement in effect as of the date such obligations arose or accrued and shall survive termination. The provision of sections 6, 7, 11, 12 and 13 of this Agreement shall remain in effect for any occurrences arising out of performance of the Agreement prior to termination.

11. Remedies.

- a. Grantee shall return to the Alliance any Grant funds that Grantee cannot document that it has used to carry out the scope of services provided for in Exhibit 1.
- b. In the event Grantee fails to complete the full scope of services that are to be carried out over the course of time as contemplated in Exhibit 1, Grantee's specific obligation to return funds is provided for in Exhibit 1.
- c. In addition to any other provision of this Agreement, if the Alliance determines, at its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to provide documentation provided for in section 4 hereof, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee or on Grantee's behalf under this or any other Grant Agreement.

12. Intentionally left blank.

13. Indemnification. Each Party (“Indemnifying Party”), at its own expense, agrees to defend, indemnify and hold harmless the other Party (“Indemnified Party”) and any of Indemnified Party’s affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Indemnifying Party related to any of its obligations performed hereunder, (ii) any breach of Indemnifying Party’s representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third party rights or any laws or regulations relating to Indemnifying Party’s performance of its obligations under this Agreement.

14. Independent Contractors. The parties hereto are independent contractors and neither the Alliance nor Grantee is an agent or employee of the other.

15. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment. This Agreement shall not be assigned by the Grantee either in whole or in part.

18. Entire Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or modified, except in writing signed by both parties.

19. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

20. Notice. The Alliance hereby designates Jessica Finney, Grants Director, as its Grant Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of the Alliance shall be under the direction of or shall be submitted to the Alliance’s Grant Administrator.

Grantee hereby designates the Executive Director of the Monterey County Workforce

Development Board (MCWDB) as its Grant Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of the MCWDB shall be under the direction of or shall be submitted to the MCWDB Grant Administrator.

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Jessica Finney	Chris Donnelly
Grants Director	Executive Director
Central California Alliance for Health	Monterey County Workforce Development Board (MCWDB)
1600 Green Hills Rd., Ste. 101	344 Salinas Street, Suite 101
Scotts Valley, CA 95066	Salinas, CA 93901
(831) 430 -2547	(831) 759-6644
jfinney@ccah-alliance.org	dannellyc@co.monterey.ca.us

Either party may change its designated Grant Administrator upon giving notice pursuant to Section 20, Notice.

For the Grantee:

Signature: Chris Donnelly

Name: Chris Donnelly

Title: Executive Director, Monterey County Workforce Development Board

Date: 04/05/2023

For Central California Alliance for Health:

Signature: Lisa Ba

Name: Lisa Ba

Title: Chief Financial Officer

Date: 04/05/2023

Approved as to Form:

Signature: Anne Brereton

Name: Anne Brereton

Title: Deputy County Counsel

Date: 04/04/2023

EXHIBIT 1

WORKFORCE DEVELOPMENT GRANT STATEMENT OF SERVICES

This Exhibit 1 sets forth the additional terms and conditions that are applicable to Grantee receiving a Workforce Development Grant (Grant) from the Alliance.

Date: February 22, 2023

Grant #: 0123-MCWDB-WF

Grantee Name: Monterey County Workforce Development Board

Grant Amount: The Grant Amount shall not exceed \$152,960.
Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.

Grant Effective Date: This Grant shall be effective on the Grant Effective Date (date of the last signature on Agreement) and shall expire when the Grantee has completed reporting obligations as provided in section 6 of Exhibit 1.

Purpose of Grant: To support the Monterey County Workforce Development Board (MCWDB) implementation of two Community Health Worker (CHW) Certificate Training Program cohorts in 2023-2024 by providing tuition funds for incumbent workers employed by Alliance-contracted health care provider organizations and program operational costs identified in the approved project budget (Attachment 1).

Outcomes:

1. By September 30, 2023, MCWDB will implement one (1) CHW Certificate Training Program for a cohort of local students that includes up to 24 incumbent workers employed by Alliance-contracted health care provider organizations and uses a local industry recognized credentialed curriculum that meets the minimum standards for foundational CHW training.
2. By September 30, 2023, follow-up surveys or communication will be distributed to health care organizations whose employees (incumbent workers) completed the MCWDB CHW Certificate Training Program in August 2023 to encourage contracting and credentialing with the Alliance to deliver the Medi-Cal CHW Service Benefit.
3. By May 31, 2024, MCWDB will implement one (1) CHW Certificate Training program for a cohort of local students that includes up to 24 incumbent workers employed by Alliance-contracted health care provider organizations and uses a local industry recognized credentialed curriculum that meets the minimum standards for foundational CHW training.
4. By May 31, 2024, follow-up surveys or communication will be distributed to health care organizations whose employees completed the MCWDB CHW Certificate Training Program in March 2024 to encourage contracting and credentialing with the Alliance to deliver the Medi-Cal CHW Service Benefit.

Grant Terms and Conditions

1. **Duration of Grant Activities.** Grantee shall have a period of 18 months from the Grant Effective Date to complete all Outcomes and Reporting listed in Exhibit 1.
2. **Payment Schedule.** Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Agreement:
 - a. **First Payment.** The first payment shall be based on the approved project budget. The first payment of 45% of the Grant Award shall be paid within twenty (20) business days of the receipt of the signed Agreement.
 - b. **Second Payment.** The second payment of 45% of the Grant Award shall be paid within twenty (20) business days of receipt by the Alliance of the progress report pursuant to section 6(a) of Exhibit 1 below.
 - c. **Final Payment.** Final payment of 10% of the Grant Award shall be paid within twenty (20) business days of receipt by the Alliance of the final report pursuant to section 6(a) of Exhibit 1 below.
3. **Use of Funds.** Grant funds may only be used for the purpose of paying expenses actually incurred by Grantee in carrying out the Statement of Services, including expenses incurred during the grant period and retroactively to March 20, 2023. Expenses that may be funded by this grant are those described in the approved budget, limited to tuition funding for incumbent workers currently employed by Alliance contracted health care provider organizations, operational costs for in-person classes and a certification ceremony.
4. **Other Grant Terms and Conditions.** Grantee agrees to partner with the Alliance by:
 - a. Incorporating Medi-Cal information in the course training modules; and
 - b. Promoting Alliance contracting and credentialing for CHW Services Benefit with partner health care organizations
 - c. Provide information to the Alliance about job placement or career pathway program participants after graduation.
5. **Remedies; Return of Funds.** Unless the Alliance in its sole discretion extends this Exhibit 1 in writing, the Agreement and this Exhibit shall terminate of their own accord and Grantee shall no longer be eligible for the payment of any Grant funds hereunder and the Alliance may demand the return of all or part of grant funds previously received by Grantee or on Grantee's behalf, which Grantee shall pay to the Alliance within 20 business days of notification by the Alliance, if either of the following circumstances occurs:

- a. Grantee fails to achieve Outcomes as provided in Exhibit 1; or
- b. Grantee fails to deliver progress or final report as provided in section 6 of Exhibit 1.

6. Reporting.

- a. Progress Report and Final Report. Grantee shall provide the Alliance with one (1) progress report due October 31, 2023 to report on the first cohort activities and expenses. The final report is due June 30, 2024 to report on the second cohort activities and expenses. The reporting templates will be provided by the Alliance and available on the online grant portal. The progress and final reports shall include a narrative describing successes and challenges in completing the outcomes of the grant, list of incumbent worker participants and their employers (organization), original project budget versus actual expenses, and verification of project expenses incurred since the previous payment. Grantee will submit the progress and final report through the grant portal. To enable the Alliance to evaluate the effectiveness of this Grant, Grantee shall submit reports to the Alliance no later than the dates indicated above. Organizations with overdue reports are ineligible for future funding consideration until the report is submitted.
- b. Status Reports. In addition to the required reports, the Alliance may contact Grantee mid-course of the grant term to inquire about the status of the grant. Failure to submit these report(s) may disqualify Grantee from receiving future grant funding from the Alliance.
- c. Additional Reports. In addition to the required reports, the Alliance may contact Grantee for reporting on data collected regarding training participants' change in employment, wage, or other metrics collected as a result of the training.

- 7. Evaluation and Monitoring.** The Alliance may monitor and conduct evaluation of operations under this Grant. This may include a visit from Alliance staff to observe the Grantee's operations related to Grant, discuss the Program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this Grant.

Medi-Cal Capacity Grant Program | Approved Project Budget

Organization: Monterey County Workforce Development Board
Project Name: Community Health Worker Training

Budget Expenses		Total Project Budget	Notes
Personnel: Salaries/Benefits			
	N/A	\$ -	
		\$ -	
Consultants			
	N/A	\$ -	
		\$ -	
Program Costs			
	50% Tuition for incumbent workers of Alliance-contracted organizations	\$ 130,560	\$5440 x 0.5 = \$2720 x 48
		\$ -	
Hardware/Software			
	N/A	\$ -	
		\$ -	
Training			
		\$ -	
		\$ -	
Travel/Mileage			
		\$ -	
		\$ -	
Other			
	food and logistical costs for in-person classes and graduation/certification ceremony	\$ 22,400	
	TOTAL	\$ 152,960	

Committed Funders and Other Income Sources	Pending or Secured?
Regional Equity and Recovery Partnership (RERP)	Secured
Workforce Innovation Opportunity Act (WIOA)	Secured

