

GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT

STATE OF CALIFORNIA • OFFICE OF GOVERNOR GAVIN NEWSOM

CALIFORNIA COMMUNITY REINVESTMENT GRANTS PROGRAM

GRANT AGREEMENT

This California Community Reinvestment Grants Program Grant Agreement ("Agreement") is by and between Monterey County Health Department ("Grantee") and the California Governor's Office of Business and Economic Development ("GO-Biz"), hereinafter jointly referred to as the "Parties" or individually as the "Party." Unless otherwise specified in this Agreement, all definitions, rules, guidelines, and requirements specified in the California Community Reinvestment Grants Program Fiscal Year 2022-23 Grant Solicitation ("Grant Solicitation") issued on August 1, 2022, shall apply to this Agreement. The identification number for this Agreement is **CalCRG-2023-2687**.

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

- 1. Authority. This Agreement is authorized and entered into pursuant to California Revenue and Taxation Code section 34019(d), in which GO-Biz is authorized to provide grants to Local Health Departments and Community-based Nonprofit Organizations to support job placement, mental health treatment, substance use disorder treatment, system navigation services, legal services to address barriers to reentry, and linkages to medical care for communities disproportionately impacted by past federal and state drug policies.
- 2. Grant Term. The performance period of this Agreement shall be from the later of June 1, 2023, or the date this Agreement is fully executed by the Parties, through May 31, 2026. Any costs incurred prior to or after the grant term are ineligible for reimbursement.
- **3. Grant Award.** Conditioned upon the requirements set forth in this Agreement, GO-Biz shall provide Grantee a grant award for the term of this Agreement of up to a maximum of three million dollars (3,000,000.00). In no event shall GO-Biz be obligated to pay any amount in excess of the maximum grant award. Grantee waives any and all claims against GO-Biz and the State of California for any costs that exceed the maximum grant award.
- 4. Grant Scope/Description. In consideration for the grant award and in accordance with Exhibit A ("Budget"), Exhibit B ("Work Plan"), and the Grant Solicitation, Grantee agrees to provide system navigation services and linkages to medical care in eligible census tracts in Monterey County, California, for those disproportionately impacted by past federal and state drug policies.
- 5. Eligible Costs. Costs eligible for reimbursement must be necessary and reasonable for proper and efficient administration of the commitments contemplated in this Agreement, and be in accordance with the Work Plan, Budget, and Grant Solicitation. Only cost items identified in the Budget will be reimbursed. Unless otherwise approved by GO-Biz in writing prior to incurring the expense, reimbursement for travel, including mileage, and per diem expenses shall be at the rates established by the California Department of Human Resources and available on its website at <u>www.calhr.ca.gov</u>. No travel outside of the State of California shall be reimbursed without prior written approval from GO-Biz. All reimbursement requirements, limitations, and ineligible costs identified in the Grant Solicitation shall apply to this Agreement.
- 6. Subcontractors. No amount of the grant award may be used to subcontract any of the commitments contemplated in this Agreement to another entity or person, unless such amount is specifically identified as a subcontracted expense in the Budget.

- 7. Equipment. Equipment identified in the Budget may only be used by Grantee for the purposes for which GO-Biz approved its acquisition, without regard to the grant term. Grantee may not dispose of equipment purchased with, either in whole or in part, the grant award within five (5) years after its purchase unless approved in writing by GO-Biz. For equipment with a fair market value of five thousand dollars (\$5,000.00) or greater at the time of disposition, the time period in the prior sentence shall be increased to ten (10) years.
- 8. Invoicing and Payments. Grantee shall submit invoices to GO-Biz for reimbursement of eligible costs in accordance with the Budget at least once every three months, but no more than once per month. Invoices shall be submitted to GO-Biz via the online California Community Reinvestment Grants Program portal located at www.CalCRG.business.ca.gov. Supporting documentation must be submitted with each invoice to verify Grantee's expenditures. Supporting documentation includes, but is not limited to, payroll records, receipts, mileage logs to document miles traveled, and/or other documents that identify the payee, amount, purpose of payment, and proof of payment/electronic funds transferred to substantiate the request for reimbursement. GO-Biz will pay properly submitted, undisputed invoices in accordance with, and within the time specified in, Chapter 4.5 of the Government Code, commencing with section 927. If at any time, including after payment of a submitted invoice, GO-Biz determines that the documentation/invoices submitted are inadequate or include ineligible costs for reimbursement, GO-Biz reserves the right to recapture such funds if the Grantee cannot, within thirty (30) calendar days of notice from GO-Biz, remedy the inadequate documentation/invoices. If Grantee does not remedy the inadequate documentation/invoices, Grantee shall remit the outstanding amount to GO-Biz within thirty (30) calendar days of GO-Biz's notice and demand for payment.
- **9.** Funding Contingency Clause. The funding for this Agreement is allocated pursuant to California Revenue and Taxation Code section 34019(d). Grantee agrees that GO-Biz's obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to GO-Biz. If there is insufficient funding, GO-Biz shall have the option to either: 1) terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment with Grantee to reduce the grant award and scope of services to be provided under this Agreement.
- **10. Reporting Requirements.** Grantee shall submit quarterly performance reports to GO-Biz to document its progress in achieving its commitments contemplated in this Agreement and in accordance with the Work Plan. Grantee shall also submit a final performance report after the end of the grant term. Grantee shall use the quarterly performance report template and the final performance report template available at <u>www.business.ca.gov/CalCRG</u>. Each quarterly report and the final report shall be due in accordance with the chart below notwithstanding whether or not Grantee completed its commitments contemplated in this Agreement before the end of the grant term. If a report due date falls on a weekend or holiday, the due date shall be the next business day.

Period	Report Due Date
June – August 2023	September 30, 2023
September – November 2023	December 31, 2023
December – February 2024	March 31, 2024
March– May 2024	June 30, 2024
June – August 2024	September 30, 2024
September – November 2024	December 31, 2024
December – February 2025	March 31, 2025
March– May 2025	June 30, 2025
June – August 2025	September 30, 2024
September – November 2024	December 31, 2025
December – February 2026	March 31, 2026
March– May 2026	June 30, 2026

- **11. Records Retention.** Grantee agrees to maintain and preserve all records relative to this Agreement for three (3) years after the end of the grant term. GO-Biz reserves all rights to obtain and audit such records during the grant term and the three (3) years after the end of the grant term in accordance with Paragraph 12.
- **12. Audit.** The books, accounts, files, and other records of Grantee which are applicable to this Agreement shall be made available for inspection, review, and audit during normal business hours by GO-Biz and its representatives to verify proper use of the grant award in accordance with the Grant Solicitation, this Agreement, the Work plan, and the Budget. If, during an inspection, review, or audit, GO-Biz finds inadequate or missing documentation regarding use of the grant award, GO-Biz reserves the right to recapture inappropriately expended funds if the Grantee cannot remedy the inadequate or missing documentation. Grantee shall remit the outstanding amount to GO-Biz within thirty (30) calendar days of GO-Biz's notice and demand for payment.
- **13. Termination of Agreement Without Cause.** This Agreement may be terminated without cause upon thirty (30) calendar days written notice by either Party, or at any time upon mutual written agreement of the Parties. Once the thirty (30) calendar days have elapsed after issuance by either Party of the notice of intent to terminate the Agreement, the Agreement is terminated, and Grantee must cease all grant-related work and may not incur grant-related costs or expend any grant funds. GO-Biz will not reimburse costs or approve invoices for expenditures incurred after the Agreement is terminated.
- 14. Termination of Agreement for Material Breach. This Agreement may be terminated upon action, or inaction by Grantee that constitutes a material breach of this Agreement. A material breach includes, but is not limited to, substantial alteration of the Work Plan, refusal or inability to complete the commitments contemplated in this Agreement, and failure to timely complete and submit the invoices, reports, and documentation required under this Agreement. GO-Biz will notify Grantee in writing if it intends to terminate the Agreement pursuant to this section and provide Grantee an opportunity to cure the breach within thirty (30) calendar days. Upon receipt of a notice of intent to terminate the Agreement, Grantee must cease all grant-related work and may not incur grant-related costs or expend any grant funds unless approved in writing by GO-Biz. GO-Biz will not reimburse costs or approve invoices for expenditures after the notice of intent to terminate the Agreement, unless such expenditures are specifically approved in writing by GO-Biz prior to Grantee incurring the expenditures. If the Grantee is successful in curing the breach or breaches specified by GO-Biz in the notice, GO-Biz will notify Grantee in writing that they may continue work pursuant to this Agreement.
- **15. Assignment.** This Agreement is not assignable by Grantee, either in whole or in part, without the consent of GO-Biz in the form of a written amendment.
- **16. Amendment**. This Agreement may be amended or modified only in writing and signed by the Parties.
- **17.** Grantee Representations and Warranties. Grantee represents and warrants that:
 - (a) It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - (b) It is not a party to any agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein.
 - (c) If a Community-based Nonprofit Organization, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and state of California tax-exempt status.
 - (d) All of the information in its grant application and all materials submitted to GO-Biz are true and accurate.
 - (e) It understands and agrees it is not eligible to apply for a subsequent grant from the California Community Reinvestment Grants Program until all of the following conditions have been met:

- One (1) year has elapsed since this Agreement was fully executed.
- Grantee has demonstrated it expended at least fifty (50) percent of the grant funds awarded pursuant to this Agreement, as evidenced by invoices submitted to **AND** approved by GO-Biz prior to the Phase 1 Application deadline for the applicable grant opportunity.
- **18.** Nondiscrimination. Grantee shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran and military status, drug addiction, and alcoholism.
- 19. Union Activities. Grantee acknowledges that Government Code section 16645.2 applies to this Agreement. Pursuant to Government Code section 16645.2, Grantee certifies that none of the grant award will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, it shall maintain records sufficient to show that no portion of the grant award was used for those expenditures. Grantee shall provide those records to the Attorney General upon request.
- **20. Media Release**. Grantee may elect to issue a press release related to this Agreement, but any release shall be approved by GO-Biz in writing prior to such release. Such approval shall not be unreasonably withheld.
- 21. Indemnification/Warranty and Disclaimer/Limitation of Liability. Grantee shall defend, indemnify, and hold GO-Biz and its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from this Agreement due to Grantee's breach of this Agreement, or the result of Grantee's negligence or willful misconduct. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, GO-BIZ, ITS AGENTS OR EMPLOYEES, BE LIABLE TO GRANTEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT.
- **22. Force Majeure.** If by reason of force majeure Grantee's performance hereunder is delayed or prevented, then the performance by Grantee may be extended for the amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond Grantee's control which would excuse Grantee's performance as a matter of law.
- **23.** Notice of Force Majeure. Grantee agrees to provide GO-Biz written notice of an event of force majeure under this Agreement within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
- 24. Integration. Unless otherwise specified in this Agreement, all definitions, rules, guidelines, and requirements specified in the Grant Solicitation issued on August 1, 2022, shall apply to this Agreement. Notwithstanding the application of the Grant Solicitation, this Agreement (including the exhibits hereto and any written amendments hereof executed by the Parties) constitutes the entire Agreement between the Parties related to this grant award and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the grant award described herein.
- **25.** Notice and Required Orientation Meeting. Within fourteen (14) calendar days of the effective date of this Agreement, Grantee shall notify GO-Biz, in writing, of the name, address, phone number, and email of its primary and secondary contact persons for future communication relating to this Agreement, its project/program director; its financial officer, and its key staff involved with invoice submission, accounting, data collection and monitoring. Grantees agrees the aforementioned individuals will be required to attend mandatory grant orientation/training provided by GO-Biz, which will be provided within thirty (30) calendar days after the effective date of this Agreement. In addition, Grantee agrees to immediately inform GO-Biz of any

changes to the name, address, phone number, and email of its primary and secondary contact persons and their replacement(s) if they should separate from the Grantee. Unless otherwise specified in this Agreement, any notice required or permitted to be given under this Agreement to GO-Biz shall be emailed to <u>CalCRG@gobiz.ca.gov</u>.

- **26. Ambiguities**. Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the negotiation, drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
- **27.** Necessary Acts, Further Assurances. The Parties shall at their own cost and expense execute and deliver any further documents and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.
- **28.** Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- **29.** Attorneys' Fees. In the event of any litigation between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- **30.** Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- **31. Severability.** If any portion of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such portion shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- **32.** Governing Law and Consent to Jurisdiction. This Agreement will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

Remainder of the page is intentionally left blank. Signature page immediately follows.

Governor's Office of Business and Economic Development

By:

Name: Will Koch

Title: Deputy Director

Date:

Grantee

Monterey County Health Department

By:

Name: Elsa Jimenez

Title: Director of Health Services

Date:

Exhibit A Budget

STATE OF CALIFORNIA + O	INESS AND ECONOMIC DEVELOPMENT IFICE OF GOVERNORGAVE MEMICIN	_		_		TEMPLATE	RAM	
ORGANIZATION'S NAME: TOTAL GRANT AMOUNT REQUESTED:		-		Monter	ey County Health Dep	artment		2 000 000 02
TOTAL GRANT AMOUNT REQUESTED:		\$	Direct Co	ete				2,999,999.92
		_	Direct Co	ITEM DE				
DESCRIPTION		_		ITEM DE	AILS		_	TOTAL
A. Employee Classifications (W-2 Employees	Only)		Annual Wage	Annual Benefits & Employer Paid Taxes	% of Time Allocated to CalCRG	Allocated to CalCRG		
Community Service Aide IV		\$		\$ 4,360.7	3 100.0%	33		168,750.26
Community Service Aide III		\$	53,570.00	\$ 4,098.1				158,587.29
Community Service Aide III		\$	53,570.00	\$ 4,098.1				158,587.29
Community Service Aide III		\$	53,570.00	\$ 4,098.1		33		158,587.29
Community Service Aide III Office Assistant II		\$	53,570.00 49,204.00	\$ 4,098.1 \$ 3,764.1		33		158,587.29
Community Service Aide IV		5	57,003.00					143,182.04
Community Service Aide III		\$	53,570.00					134,558.91
Community Service Aide III		ŝ	53,570.00					134,558.91
Community Service Aide III		ŝ	53,570.00					134,558.91
Community Service Aide III		ŝ	53,570.00					134,558.91
Office Assistant II		\$	49,204.00			28		123,592.25
Chronic Disease Prevention Coordinator		\$	101,743.00			31	\$	282,943.04
Accountant II		\$	86,372.00	\$ 53,701.0	0 10.0%	36	\$	42,021.90
Community Service Aide III		\$	53,570.00					115,336.21
Community Service Aide III		\$	53,570.00	\$ 4,098.1		24		115,336.21
Management Analyst II		\$	108,432.00	\$ 8,295.0		35		85,113.47
					Personne	Classifications Subtotal:	Ş	2,394,522.47
B. Employee Training (Reimbursed at 50%)			Cost pe	er Employee		Receiving Training		
CHW Training		\$		2,700.0		12	ş	16,200.00
Trauma Informed Care/Cultural Competency Tra	sining	\$		75.0		12	\$	450.00
				75.0		10		
CPR Training		\$		75.0)	12	Ş	450.00
CPR training				75.0			\$	
CPR Training C. Equipment and Materials (Reimbursed at 8	10%)			75.0				
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Exhibit B Work Plan

System Navigation Services

Goal (Describe the overall positive impact or results that will be achieved and maintained for this service category. Include total number of clients you expect to serve over the total grant term.)

Engage at least 1,500 community members in any of the following services: reentry to society services, accessing community resources and employment and financial training, resulting in measurable improvements in their economic, physical, and emotional well-being, decreasing recidivism.

	Activity Evidence of					
Activity	Deliverable	Completion	Frequency	Timeline		
(What are the main activities performed to accomplish the goal?) (1 per row, up to 5 total)	(What is the quantifiable/measurable performance target for each activity?)	(What documentation will be produced that verifies the activity was completed?)	(How frequently does this activity occur during the grant term?)	(When will progress begin on this activity, and when will it be completed?)		
Design customized marketing and outreach materials for our service navigation program to increase enrollment	Conduct outreach to a minimum of 3 agencies and 250 community members quarterly.	Developed marketing/ outreach material. Outreach logs.	Quarterly	July 2023 to May 2026		
Implement SN program to provide services useful for reentering society through case management, instruction and referrals	At least 750 participants will complete re-entry goals and milestones (e.g., opening bank accounts, obtaining identification documents, immigration services, enrolling in a school or college)	Case Management documentation, verification of enrollment in training letters. Monthly progress report.	Ongoing	November 2023 to May 2026		
Implement SN program to provide personalized support to participants to increase access to community resources that	At least 900 participants will have improved their access to SDoH resources (e.g., housing, transportation, employment) since	Case Management documentation, SDoH assessments. Surveys.	Ongoing	November 2023 to May 2026		

address SDoH factors	participating in the service navigation program			
Implement an SN program to provide personalized support to inform participants about external employment and financial training services. Ensure clients engage in services.	At least 900 participants will successfully access employment and financial training services At least 450 participants will express improvement in employment and financial outcomes	Case Management documentation, SDoH assessments. Knowledge assessment surveys	Ongoing	November 2023 to May 2026

Linkages to Medical Care

Goal (Describe the overall positive impact or results that will be achieved and maintained for this service category. Include total number of clients you expect to serve over the total grant term.)

To engage at least 1,500 community members in any of the following services: enrolling, renewing, or confirming their active health insurance, linking them with a designated primary care provider, utilizing preventive care or substance abuse services, participating in health education, accessing health-related resources, and developing a wellness plan. This will contribute to improving the overall health and well-being of clients and their families, as well as preventing or decreasing chronic diseases.

Activity	Deliverable	Evidence of Completion	Frequency	Timeline
(What are the main activities performed to accomplish the goal?) (1 per row, up to 5 total)	(What is the quantifiable/measurable performance target for each activity?)	(What documentation will be produced that verifies the activity was completed?)	(How frequently does this activity occur during the grant term?)	(When will progress begin on this activity, and when will it be completed?)
Design customized	Conduct outreach	Developed	Quarterly	July 2023 to
marketing and outreach materials for our Linkage to Medical Care	to a minimum of 3 agencies and 250 community members quarterly.	marketing/outreach material. Outreach logs.		May 2026
program to				

increase enrollment. Conduct outreach with promotional material.				
Assist participants who are in-need of assigned PCP find a PCP and schedule appointment. Provide inform about the importance of engaging in their health care.	At least 600 participants will successfully identify a PCP and scheduled an appointment. At least 900 participants will attend their scheduled appointments. At least 900 participants will have expressed improvement in their health.	Case Management documentation, verification of appointment through self- assentation or appointment verification letter. Quarterly progress report	On-going	November 2023 to May 2026
Assist participants with learning about health insurance, obtaining appropriate documents and assisting with filing out form. Tracking enrollment status.	At least 750 participants will successfully submit forms for enrolment/ renewal and/or confirm enrollment in health insurance.	Case Management documentation, verification of enrollment. Quarterly progress report.	Ongoing	November 2023 to May 2026
Provide educational programs and workshops on topics such as preventive care, substance abuse, insurance options, and the importance of having a primary	At least 150 people will participate in the educational programs and workshops. At least 45 participants will	Promotional workshop flyer, attendance log, workshop agenda, and event report.	Quarterly	January 2023 to May 2025

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care provider.	have an increased	Log of Narcan	
Distribute Narcan	knowledge in pre-	distribution and	
to participants and	and post-tests or	partnership letter.	
families.	surveys, after the		
	educational		
	program or		
	workshop.		
	Partner with		
	agency to distribute		
	Narcan.		