

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This Grant Agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the County Medical Services Program ("CMSP") participating county on Exhibit A ("Grantee").

A. Conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020.

B. In response to the COVID-19 pandemic, on April 2, 2020, the Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Board staff to take necessary steps to assist with the protection of life, health and safety.

C. On April 2, 2020, in response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program in the form attached as Exhibit B ("RFA").

D. Grantee submitted an Application ("Application") for the Pilot Project in the form attached as Exhibit C (the "Project").

E. 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 RFA and the Application. Should there be a conflict between the RFA and the Application, the RFA 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 from Grantee for the Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future COVID-19 Emergency Response Grant Program, any Pilot Projects or any services provided outside the scope of the Pilot Project.

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 refund to the Board any unused Grant Funds no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

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; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. 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 no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

E. Coordination of Funds. The Grantee is not required to provide in kind and/or matching funds for receipt of Grant Funds but Grantee shall take appropriate and necessary steps to coordinate the use and expenditure of Grant Funds with other funds Grantee may receive through federal, state, or other allocations provided to address the COVID-19 pandemic for emergency response, preparedness, and support for at-risk populations, including but not limited to persons that are homeless. Such coordination shall be required so that Grant Funds and funds from other sources are utilized by Grantee in a manner that maximizes the potential scope and reach of Grantee's efforts to combat the COVID-19 pandemic and thereby maximizes the effectiveness of the Pilot Project.

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 paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's agency submitting the Application (the "Applicant") and the person executing this Agreement is duly authorized by the Applicant to execute this Agreement on the Applicant's behalf. Grantee's County Administrative Officer or his/her designee ("CAO") shall also execute this Agreement on Grantee's behalf. In addition, Grantee shall seek Grantee's board of supervisor's approval or ratification of this Agreement and the execution by the CAO and the Applicant within sixty (60) days of the Effective Date. Should this Agreement and the execution of the CAO and the Applicant not be approved or ratified by Grantee's board of supervisors within such time, Board shall not provide, and shall not be obligated to provide, any additional funding under this Agreement for any reason unless Grantee provides Board with evidence acceptable to Board of Grantee's board of supervisor's approval or ratification before six (6) months after the Effective Date.

6. Interim and Final Progress and Project and Expenditure Reporting. Grantee shall provide an interim project and expenditure report ("Interim Report") and a final project and expenditure report ("Final Report") documenting the use of Grant Funds and such other matters as requested by the Board in a form specified by the Board. Grantee shall provide to Board the Interim Report no later than the last day of the month of the seventh (7th) month after the Effective Date. Grant shall provide to Board the Final Report no later than the last day of the month of the fourteenth (14th) month after the Effective Date.

7. Term. The term of this Agreement shall be from *[an 18 month term which may commence during the month of April through August, 2020 (the "Effective Date"), to 18 months thereafter]*, unless otherwise extended in writing by mutual consent of the parties.

8. 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 paragraphs 2.D through E, 3, 4 5 and 6. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

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

17. 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 _____, 2020.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

EXHIBIT A

GRANTEE: _____

GRANT FUNDS:

Total Amount To Be Paid to Grantee under Agreement (“Funded Amount”): \$_____

Amount to Be Paid Upon Execution Of This Agreement (50% of Funded Amount): \$_____

Amount To Be Paid Following Receipt of Grantee’s Interim Report
(40% of Funded Amount): \$_____

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Final Report
(10% of Funded Amount): \$_____

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

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
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)

EXHIBIT B
REQUEST FOR APPLICATIONS
BOARD'S REQUEST FOR APPLICATIONS

Draft

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

Draft

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	
Grantee's Address:	
Grantee's CAO: (Name and Title)	
Grantee's Phone Number:	
Grantee's Fax Number:	
Grantee's Email Address:	
Grantee's Tax Id# [EIN]:	

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE:

By: _____

Title: _____

Date: _____

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

between

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

and

("Grantee")

Effective as of:

_____, 2020