

**California Providing Access and Transforming Health
Capacity and Infrastructure, Transition, Expansion and Development 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 Capacity and Infrastructure, Transition, Expansion and Development (CITED) Program, which is part of the California Providing Access and Transforming Health ("PATH") Initiative, Long Beach Department of Health & Human Services (Applicant), whose business address is 2525 Grant Avenue, Room 280, Long Beach, CA 90815 and whose Federal Tax Identification number is [REDACTED], 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. **Role of Third-Party Administrator.** DHCS has designated Public Consulting Group LLC as the Third-Party Administrator (TPA), to administer the grant program and to communicate with Applicant with respect to grant administration in connection with the CITED Program. 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. DHCS shall not be liable to Applicant for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. Applicant hereby releases and holds harmless DHCS 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 receipt of grant funds and associated activities in connection with CITED.

- II. **Eligibility.** In order to receive grant funds under this program, Applicant must be actively contracted with a Managed Care Plan (MCP), county, delegated provider, or other entity authorized to contract with for the provision of ECM/Community Supports, or have a signed attestation letter from an MCP, county, delegated provider or other entity authorized to contract with that they intend to contract with the Applicant to provide ECM/Community Supports within the timeframe of this Terms and Conditions. If the intent or ability to contract with an MCP has changed, ended, or been altered, Applicant must contact the TPA within twenty-four (24) hours to advise of this change. If there is no longer a contract as enumerated above or documented intent to contract, the grant may be terminated pursuant to Section VI, below.

- III. **Use of Funding.**

- a. Project Plan. Applicant shall use grant funds exclusively to implement the project plan as outlined in Applicant's submitted and approved grant application and the completed additional information request dated 11/29/2022.
- 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 CITED Program guidance, found at www.ca-path.com, and in these Terms and Conditions.
- c. Changes and Modifications. Changes and modifications made to the submitted and approved grant application and the completed additional information request 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.

IV. Grant Amount and Method of Payment.

- a. Grant Amount. The total grant amount awarded to Applicant shall not exceed \$554,322.85. Applicant acknowledges that the grant amount has been determined by DHCS and will not be negotiated with the TPA.
- b. Method of Payment. The TPA, on behalf of DHCS, shall cause initial payment 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.
- 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.

V. Reporting Requirements.

- a. Quarterly Reports. Applicant is required to submit quarterly progress reports to the TPA through secured data portal specified by DHCS and PCG every three (3) months until the final project milestones described in the submitted and approved grant application and the completed additional information request are met. Each progress report must include a detailed description of completed milestones, status of activities for that quarter, and any deviations from the agreed-upon milestones.
- b. Reporting Schedule. The reporting schedule is as follows:

Report	Due Date
January – March	April 14
April – June	July 14
July – September	October 14
October – December	January 14

- c. Failure to Report. If Applicant fails to submit any quarterly report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VI, below.

VI. Additional DHCS Terms and Conditions.

- a. Funding received through the CITED Program will not duplicate or supplant¹ funds received through other programs or initiatives or by other federal, state, or local funding sources.
- 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 twenty-four (24) hours if circumstances prevent it from carrying out any of the activities described in the submitted and approved grant application and the completed additional information request. In such cases, Applicant may be required to return unused funds to DHCS if an alternative solution cannot be reached.
- e. All inquiries and notices relating to this Agreement should be directed to the representatives listed below:

Department of Health Care Services, Managed Care Quality & Monitoring Division	Public Consulting Group, LLC	Organization's Name: Long Beach Department of Health & Human Services
Branch Chief, Value-Based Quality Programs Branch	CITED Grant Manager	Title: Community Health Bureau Manager
Attention: Michel Huizar	Attention: Carla Justice	Attention: Evelyn Gonzalez
Email: 1115path@dhcsca	Email: cited@ca-path.com	Email: Evelyn.Gonzalez@longbeach.gov

¹ Other Federal, state or local funding sources and programs that are complementary to or enhance PATH funds will not be considered supplanted by PATH funds or duplicate reimbursement. If applicable, applicants must describe how similar or related services and activities supported by other Federal, state or local funding sources are complemented or enhanced by efforts funded by PATH. For example, if other funding 1) does not fully reimburse activities, 2) may allow additional/different populations to be served or 3) may allow additional/different services to be provided beyond those funded by PATH. To the extent otherwise allowable PATH activities are reimbursed by other Federal, state or local programs, PATH funding must not duplicate such reimbursement.

- f. DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of Applicant. Either party may make changes to the information above by giving written notices to the other party within twenty-four (24) hours. Said changes shall not require an amendment to this Agreement. Applicant will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures, for no less than three (3) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.
- g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Applicant and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.
- h. Applicant will not unlawfully discriminate against any person because of 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, or military and veteran status in the conduct of any activity funded by DHCS.
- i. Applicant expressly agrees and acknowledges that DHCS is a direct beneficiary of the Terms and Conditions with respect to all obligations and functions undertaken pursuant to the Terms and Conditions, and DHCS may directly enforce any and all provisions of the Terms and Conditions.
- j. Applicants are required to provide a signed contract with an MCP or the MCPs' Subcontractor (meaning delegated Medi-Cal managed care plan or delegated network provider) to provide ECM and/or Community Supports services. Alternatively, the Applicant may submit a signed agreement indicating that the MCP or the MCP's Subcontractor intends to contract with the applicant for the provision of ECM and/or Community Supports. If you do not provide that signed contract by the last progress report, then the TPA will be withholding 5% or \$5,000 of funds, whichever is lower, until a contract with the MCP or the MCP's Subcontractor is provided.

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

Linda F. Tatum
 (Signature)

LINDA F. TATUM
 (Printed Name and Title)

3/29/2023
 Date

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.

APPROVED AS TO FORM
3.28.2023
 DAWN MCINTOSH, City Attorney
 By [Signature]
 RICHARD ANTHONY
 PRINCIPAL DEPUTY CITY ATTORNEY