

**California Providing Access and Transforming Health
Capacity and Infrastructure, Transition, Expansion and Development Program –
Intergovernmental Transfer**

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 – Intergovernmental Transfer (IGT), which is part of the California Providing Access and Transforming Health (“PATH”) Initiative, County of San Mateo (Applicant), whose business address is 801 Gateway Blvd, 2nd Floor (HLT416), South San Francisco, CA 94080 and whose Federal Tax Identification number is 94-6000532, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with the following terms and conditions:

- I. **Role of Third-Party Administrator.** DHCS has designated Public Consulting Group LLC (PCG) 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 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 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.** To receive grant funds under this program, the Applicant must be actively contracted with a Medi-Cal Managed Care Plan (MCP) or an MCP’s authorized subcontractor or other entity authorized to contract with for the provision of Enhanced Care Management (ECM) and/or Community Supports, or have a signed attestation letter from an MCP or an MCP’s authorized subcontractor or other entity authorized to contract with that they strongly intend to contract with Applicant to provide ECM and/or Community Supports within the timeframe of these 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. To receive grant funds through CITED-IGT, the Applicant

must contribute the non-federal share through IGT. Entities eligible to apply for CITED-IGT include: cities, counties, other local government agencies and public hospitals.

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 dated May 31, 2023.
- 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 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 approval of DHCS.

IV. Grant Amount and Method of Payment.

- a. Grant Amount. The total grant amount awarded to Applicant shall not exceed \$ 521,583.36. Applicant acknowledges that the grant amount has been determined by DHCS and will not be negotiated. Qualified Funding entity shall certify that the funds transferred qualify for federal financial participation pursuant to 42 Code of Federal Regulations (CFR) part 433, subpart B, and not derived from impermissible sources.
- b. Method of Payment. Following the receipt and approval of Applicant's CITED-IGT Progress Report, DHCS will issue requests to Applicant for the necessary IGT amounts, provided Applicant has submitted all required information, forms, and documentation, including Applicant's signature on this Acknowledgement, required to facilitate payment. Applicant shall make IGT of funds to DHCS in the amount specified within seven (7) days of receiving the State's request. If the IGTs are made within the requested timeframe, DHCS will issue the payment within fourteen (14) days after the transfers are made.
- 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 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. Applicant should expect to include documentation providing proof that

expenditures were made for permissible items and activities as described in the approved application.

- b. Reporting Schedule. The reporting schedule is as follows:

Report	Due Date
November 1-January 31	February 14 at 5 PM PST (if this date falls on the weekend, the report is due the following Monday at 12 PM PST)
February 1- April 30	May 14 at 5 PM PST (if this date falls on the weekend, the report is due the following Monday at 12 PM PST)
May 1- July 31	August 14 at 5 PM PST (if this date falls on the weekend, the report is due the following Monday at 12 PM PST)
August 1- October 31	November 14 at 5 PM PST (if this date falls on the weekend, the report is due the following Monday at 12 PM PST)

- c. Failure to Report. If Applicant fails to submit any quarterly report within five (5) 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 previous CITED funding rounds; 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. DHCS or the TPA may conduct outreach to any Applicant to request additional information, ask questions, or seek clarification on information provided in a CITED

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, Applicant 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) may allow additional/different populations to be served or 2) 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.

Application or CITED Progress Report. If outreach is conducted by DHCS or the TPA, Applicant must respond within three (3) business days, unless an alternative timeline is approved by DHCS or the TPA. Failure to respond within this timeframe may result in delay or deferred fund disbursement.

- d. 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 three (3) business days, unless an alternative timeline is approved by DHCS or the TPA.
- e. Applicant must alert DHCS and the TPA within twenty-four (24) hours of identifying any circumstances that prevent carrying out any of the activities described in the submitted and approved grant application or of identifying any circumstances that prevent provision of the non-federal share via IGT. In such cases, Applicant may be required to return unused funds to DHCS if an alternative solution cannot be reached.
- f. 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		Organization's Name: County of San Mateo
Branch Chief, Managed Care Programs Oversight Branch		Title: Director, Portfolio and Program Management
Attention: Michel Huizar		Attention: Thomas Collins
Email: 1115path@dhcs.ca.gov		Email: tcollins@smcgov.org

General CITED Program questions may be directed to cited@ca-path.com.

- g. 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 providing written notice 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.
- h. 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.

- i. 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.
- j. 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 all provisions of the Terms and Conditions.
- k. Applicant is required to provide a signed contract with an MCP or an MCP's authorized subcontractor or other entity authorized to contract with to provide ECM and/or Community Supports services. Alternatively, Applicant may submit a signed agreement indicating that the MCP or the MCP's authorized subcontractor or other entity authorized to contract with intends to contract with Applicant for the provision of ECM and/or Community Supports.
- l. If Applicant's existing ECM/Community Supports contract with an MCP or an MCP's authorized subcontractor or other entity authorized to contract with is terminated and Applicant does have an approved contract or intent-to-contract with another MCP or an MCP's authorized subcontractor or other entity authorized to contract with, Applicant is precluded from receiving additional CITED funding until they provide the TPA and/or DHCS proof of an existing ECM/Community Supports contract or intent to contract with an MCP or an MCP's authorized subcontractor or other entity authorized to contract with.
- m. The IGT funds will qualify for federal financial participation per 42 CFR part 433, subpart B, and will not be derived from impermissible sources, such as recycled Medicaid payments, federal money excluded from use as a state match, impermissible taxes, and non-bona fide provider-related donations, per STC 126.a. Sources of non-federal funding shall not include provider taxes or donations impermissible under section 1903(w) of the Social Security Act, impermissible IGT from providers, or federal funds received from federal programs other than Medicaid (unless expressly authorized by federal statute to be used for claiming purposes, and the federal Medicaid funding is credited to the other federal funding source). For this purpose, federal funds do not include Public Hospital Redesign and Incentives in Medi-Cal (PRIME) payments, patient care revenue received as payment for services rendered under programs such as the Designated State Health Programs, Medicare, or Medicaid.

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

(Name)

(Printed Name and Title)

Date