

# RESOLUTION No. 23-446

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING THE DIRECTOR OF BEHAVIORAL HEALTH TO ACCEPT THE TERMS AND CONDITIONS OF THE DEPARTMENT OF HEALTH CARE SERVICES, PROVIDING ACCESS AND TRANSFORMING HEALTH SUPPORTS (PATH) ROUND 3 JUSTICE-INVOLVED PLANNING AND CAPACITY BUILDING PROGRAM FUNDS FOR BEHAVIORAL HEALTH AGENCIES IN THE AMOUNT OF \$911,840, PROVISIONALLY AWARDED ON JULY 13, 2023

WHEREAS, Assembly Bill (AB) 133 (Chapter 143, Statutes 2021) and the five-year amendment and renewal section 1115 demonstration authorizes Providing Access and Transforming Health Supports (PATH) funding to address the unique healthcare needs of individuals involved in the justice system; and

WHEREAS, the California Department of Health Care Services (DHCS) has offered a grant opportunity titled "CalAIM PATH/JI Capacity Building Round 3" to support the enhancement of linkages to behavioral health care, as outlined in the guidance memo dated April 2023; and

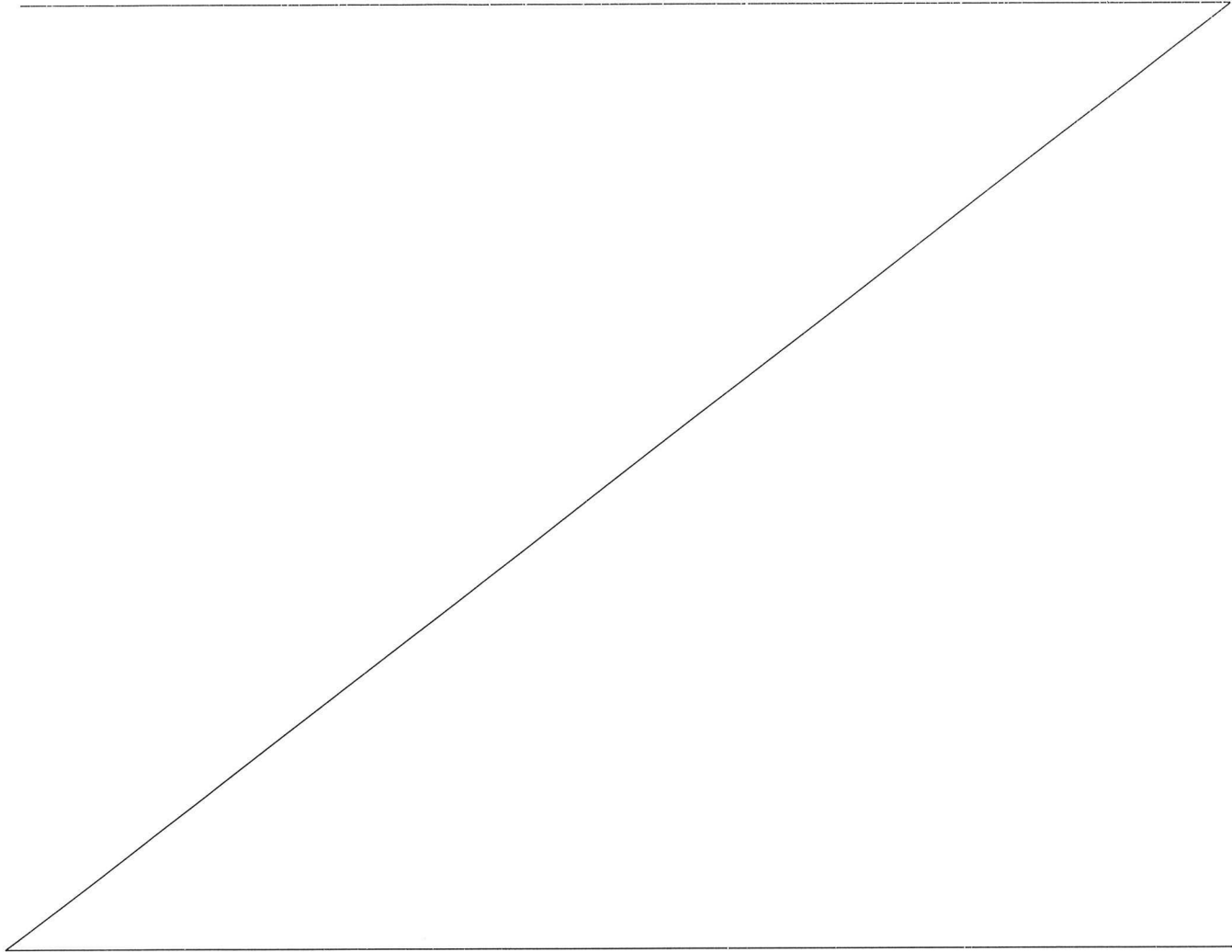
WHEREAS, the grant funds provided by the DHCS will facilitate the implementation of improvements in our behavioral health programs and help us meet new requirements regarding data exchange and linkage to care post-release; and

WHEREAS, the purpose of this project is to enhance the Medi-Cal healthcare delivery system for justice-involved populations who often face complex health challenges, including mental health disorders, substance abuse, chronic medical conditions, and social determinants of health that significantly impact their overall well-being.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the application for Providing Access and Transforming Health Supports (PATH) Round 3 Grant funding for Behavioral Health agencies is approved and the provisional allocation amount of \$911,840 is hereby accepted from the California Department of Health Care Services.

BE IT FURTHER RESOLVED that the Director of Behavioral Health, or his or her designee, is hereby authorized to sign any necessary documents in connection with this award and all amendments thereto, on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40110-493-8301 / 445200



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of August, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

*JPH*

By: *Heidi Hall, Deputy*

*Edward C. Scofield*  
Edward C. Scofield, Chair



Application ID	914706
Submitted	Jul 11, 2023
Status	Approved
Applicant(s)	Phebe Bell (phebe.bell@nevadacountyca.gov)
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	<a href="#">PATH JI Round 3 Terms and Conditions</a>

## Award and Payment Detail

### Cash Award

Total Amount	Payment	Payment ID	Payment number	Status
<b>\$911,840.00</b>				
Payments	<b>\$911,840.00</b>			
<b>1</b>	Payment date Jul 13, 2023	374439		Pending Jul 13, 2023

**California Providing Access and Transforming Health (PATH)  
Justice-Involved Planning and Capacity Building 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 Justice-Involved Planning and Capacity Building Program,

**("Awardee") \***  
**("Awardee")**

No answer

whose business address is

**Street \***  
**Street**

No answer

**City \***  
**City**

No answer

**State \***  
**State**

No answer

**County \***  
**County**

No answer

and whose Federal Tax Identification number is

**TIN \***  
**Federal Tax Identification number**

No answer

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. Use of Funding.**

a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.

b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at [www.ca-path.com](http://www.ca-path.com), and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

**II. 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 Awardee with respect to grant administration. Awardees acknowledge 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. Awardee's hereby 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.

**III. Grant Amount and Method of Payment.**

**Report field: grant amount**

a. Grant Amount. The total grant amount awarded to the Awardee must not exceed

\$911,840.00

Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:

i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.

ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.

iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report

submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

#### IV. Reporting Requirements.

a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.

c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.

d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

#### V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation ("CDCR") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.

c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.

Awardee's authorized representative for the purposes of communications related to this grant is:

**name \***  
[Name]

No answer

**contact info \***  
[Contact Info]

No answer

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to the above-named authorized representative.

f. Awardee 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 ten (10) 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 Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

## **VI. Auditing and Recoupment**

a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.

b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:

i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.

c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Awardee becomes ineligible to be a provider of pre-release services;

v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or

vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

**VII. Termination.** Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

a. If Awardee 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 Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;



- c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Awardee's indictment in any criminal proceeding;
- e. If Awardee 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, Awardee 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, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

**PATH JI R3 terms and conditions final name \***  
(Name)

No answer

**PATH JI R3 terms and conditions title \***  
(Title)

No answer

**PATH JI R3 terms and conditions date \***  
Date

No answer

**PATH JI R3 terms and conditions attachments**  
Appendix A

No file uploaded