

Application ID 1706509

Submitted May 1, 2025

Status In progress

Applicant(s) Phebe Bell (phebe.bell@nevadacountyca.gov)

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Program and cycle CITED Application Round 4

Round 4

Tags No tags

Forms <u>CITED Round 4 Terms and Conditions</u>

California Providing Access and Transforming Health

Capacity and Infrastructure Transition, Expansion and Development (CITED) Program
Acknowledgement of CITED Round 4 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, the applicant named 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:

Organization Name: Street Address: State:

Nevada County Behavioral Health 500 Crown Point Cir., Suite 120 California

EIN: Organization Street Address: Zip:

94-6000526 No answer 95945

City:

Grass Valley

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 the awardee with respect to grant administration in connection with the CITED Program. The awardee 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. The awardee 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 the awardee 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. The awardee 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 and Medi-Cal Managed Care Plan Contract

In order to receive grant funds under this program, the awardee must provide one of the following:

- a. An active contract with a Medi-Cal Managed Care Plan (MCP) for the provision of Enhanced Care Management (ECM) and / or Community Supports; or
- b. An active contract with an MCP's authorized subcontractor or other entity authorized to contract for the provision of Enhanced Care Management (ECM) and / or Community Supports; or

c. A signed attestation letter from an MCP or an MCP's authorized subcontractor or other entity authorized to contract for the provision of Enhanced Care Management (ECM) and / or Community Supports that they strongly intend to contract with the awardee.

One of the above must be provided to the TPA within the timeframe of these Terms and Conditions. If the intent or ability to contract with an MCP has changed, ended, or been altered, the awardee 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 a documented intent to contract, the grant may be terminated pursuant to Section VII, below.

III. Use of Funding

- a. <u>Project Plan.</u> The awardee shall use grant funds exclusively to implement the project plan as outlined in the awardee's submitted and approved grant application, unless otherwise approved by the TPA and DHCS.
- b. <u>Program Guidance and Conditions.</u> In using the funds to implement the project plan, the awardee must follow all terms, conditions, and guidelines provided in the CITED Program guidance, found at <u>www.ca-path.com</u>, and in these Terms and Conditions.
- c. <u>Changes and Modifications</u>. Changes and modifications made to the submitted and approved grant application or to the program guidelines may be proposed by the awardee in writing in the manner specified within the progress reporting guidance and are subject to the approval of DHCS. No change or modification will be valid without the approval of DHCS.
- d. <u>Expiration of Funds</u>. It is agreed that all funds awarded must be completely expended by the last progress report available. Failure to comply with this requirement will result in the recoupment of available funds.
- e. <u>Discontinued Services.</u> It is agreed that all funds awarded must be used on services that have not been discontinued by the MCP. Funds must be used on eligible services that are offered by the MCP in the service area where CITED funds will be used.

IV. Grant Amount and Method of Payment

a. <u>Grant Amount.</u> The total grant amount awarded to the applicant shall not exceed:

Final DHCS Approved Funding Amount

\$190,305.49 USD

The awardee acknowledges that the grant amount has been determined by DHCS and will not be negotiated with the TPA.

- b. <u>Method of Payment</u>. The TPA, on behalf of DHCS, shall cause payment to be disbursed to the awardee via direct deposit into the awardee's bank account on record within forty-five (45) calendar days following approval of the awardee's CITED Progress Report, provided the awardee has submitted all required information, forms, and documentation, including the awardee's signature on this Terms and Conditions, required to facilitate payment.
- c. <u>Reliance on Provided Information.</u> DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by the awardee in the disbursement of grant funds.

V. Reporting Requirements

a. <u>Quarterly Reports.</u> The awardee is required to submit quarterly progress reports to the TPA through a 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. The awardee should expect to include documentation providing proof that expenditures were made on allowable items and activities as described in the approved

application. An awardee has a period of one (1) year to submit quarterly reports on achieved project milestones to receive payment.

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

Reporting Period	Report Due Date*
January 1, 2026 - March 31, 2026	Mid-April 2026
April 1, 2026 - June 30, 2026	Mid-July 2026
July 1, 2026 - September 30, 2026	Mid-October 2026
October 1, 2026- December 31, 2026	Mid-January 2027**

^{*}The exact due dates will be made available within the PATH CITED Progress Report Guidance Document and may vary.

c. <u>Failure to Report.</u> If the awardee fails to submit any quarterly report within five (5) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

VI. Additional DHCS Terms and Conditions

- a. Funding received through the CITED Program will not duplicate or supplant 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 the awardee of any such changes in writing.
- c. DHCS or the TPA may conduct outreach to any awardee to request additional information, ask questions, or seek clarification on information provided in a CITED Application or CITED Progress Report. If outreach is conducted by DHCS or the TPA, the awardee must respond within three (3) business days, unless an alternative timeline is approved by DHCS or the TPA. Failure to respond within this time frame may result in a delay or deferment of fund disbursement.
- d. The awardee may be subject to an audit or inquiry with respect to the receipt and use of grant funds at any time. The awardee 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. The awardee 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. In such cases, the awardee may be required to return unused funds to DHCS if an alternative solution cannot be reached.
- f. All inquiries and notices relating to this Terms and Conditions document should be directed to the representatives listed below:

DHCS TPA Awardee

^{**}Funding may not be requested for any expenses made past December 31, 2026.

Department of Health Care Services, Managed Care Quality & Monitoring Division Public Consulting Group, LLC

Organization Name:

Nevada County Behavioral Health

Branch Chief, Managed Care Programs

Oversight Branch

CITED Grant Manager

Title:*

No answer

Attention: Michel Huizar Email: cited@ca-path.com

Attention:*
No answer

Email: 1115path@dhcs.ca.gov Attention: Katherine Thomas Email:*

No answer

- g. DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the awardee for any communications related to this Terms and Conditions. Either party may make changes to the information above by giving written notice to the other party within twenty-four (24) hours. Said changes shall not require an amendment to this agreement.
- h. The awardee will retain all records and documentation related to the receipt and use of PATH grant funds 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.
- i. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about the awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.
- j. The awardee 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.
- k. The awardee 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.
- l. The awardee is required to provide a signed contract with the MCP, the MCP's authorized subcontractorm or other entity authorized to contract with the MCP to provid ECM and / or Community Supports services.
 - i. If the awardee does not provide a signed contract by the last progress report, then the TPA will be withholding 5% of the total award or \$5,000, whichever is lower.

If the awardee's above documentation is terminated and the awardee does not have another qualifying document that meets the above criteria, the awardee is precluded from receiving additional CITED funding until they provide the TPA and / or DHCS proof of a qualifying document as outlined above.

VII. Termination

Upon written notice to the awardee, DHCS may terminate the grant award in any of the following circumstances:

- a. The awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;
- b. Any of the information provided by the awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;
- c. The awardee is debarred or suspended by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. The awardee is indicted in any criminal proceeding;
- e. The awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. DHCS does not receive or maintain sufficient funds to administer the program;
- g. 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. Any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, the awardee may be subject to audit, recoupment of unused or misused funds by the TPA or DHCS, 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.

Name:*

No answer

Title:*

No answer

Date

Nov 26, 2025