

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Community Services Agency

BOARD AGENDA: 5.B.8
AGENDA DATE: April 23, 2024

SUBJECT:

Approval to Accept the Kaiser Permanente Health Needs Grant Award in the Amount of \$200,000 Retroactive to March 1, 2024 and to Accept the Sutter Valley Hospital Community Investment Grant Award in the Amount of \$100,000 Retroactive to March 20, 2024

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2024-0182

On motion of Supervisor C. Condit Seconded by Supervisor B. Condit
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

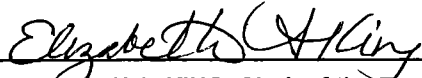
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency

BOARD AGENDA:5.B.8
AGENDA DATE: April 23, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Accept the Kaiser Permanente Health Needs Grant Award in the Amount of \$200,000 Retroactive to March 1, 2024 and to Accept the Sutter Valley Hospital Community Investment Grant Award in the Amount of \$100,000 Retroactive to March 20, 2024

STAFF RECOMMENDATION:

1. Authorize the Community Services Agency (CSA) Director, or designee, to accept the Kaiser Permanente Health Needs Grant in the amount of \$200,000 retroactively for the term of March 1, 2024, through February 28, 2026.
2. Authorize the CSA Director, or designee, to accept the Sutter Valley Hospital Community Investment Grant in the amount of \$100,000 retroactively for the term of March 20, 2024, through December 31, 2024.
3. Authorize the CSA Director, or designee, to sign and execute related agreements required for implementation of the Kaiser Permanente Health Needs Grant and the Sutter Valley Hospital Community Investment Grant activities, and any subsequent amendments, modifications, and/or extensions to the grant agreements.

DISCUSSION:

The Community Services Agency (CSA) builds community by cultivating safety, stability, and resiliency – strengthening the foundation for all. CSA operates and has oversight of a variety of social welfare programs that provide cash assistance and social services and supports for the benefit of the community. CSA strives to serve, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.

Sutter Valley Hospitals Community Investment Grant

On October 13, 2023, CSA applied for a \$100,000 Sutter Valley Hospitals, doing business as Memorial Medical Center, Community Investment Grant. CSA requested the funding to support the existing core operations at the current Access Center Emergency Shelter (ACES). ACES shelters individuals experiencing homelessness who would otherwise be living on the streets and connects them with services that will improve their overall health and housing situation. Simultaneously CSA staff and partners will be actively implementing the following grant objectives:

- Develop a plan to align the services provided at ACES to compliment the California Advancing and Innovating Medi-Cal (CalAIM) initiatives to assist the ACES operator to become a Medi-Cal managed care provider;
- Develop a plan for ACES to become a viable shelter provider to support individuals' post-hospitalization/emergency department discharge; and
- Develop a plan for ACES to begin integrating behavioral health services to leverage federal and state behavioral health services funding.

On March 26, 2024, CSA received notification of a \$100,000 grant award over a twelve (12) month period.

Kaiser Permanente Health Needs Grant

On October 12, 2023, CSA applied for a \$100,000 Kaiser Permanente Community Health Needs Grant – Strengthening the Medical Respite Ecosystem Request for Proposal. CSA requested the funding to support a planning process to evolve the current ACES into a facility that aligns with the CalAIM initiatives and provides services that are supported with sustainable funding sources. This planning process will include strengthening partnerships with local managed health care providers and community partners to identify strategies to meet the local demand for temporary shelter and respite services along with the identification of a fiscally sustainable provider.

On March 25, 2024, CSA received notification of a \$200,000 grant award over a twenty-four (24) month period. The grant funding will assist in helping maintain the existing core operations at ACES while the following planning objectives are being met:

- Develop a plan to align the services provided at ACES to complement CalAIM initiatives to assist the ACES operator to become a Medi-Cal managed care provider;
- Develop a plan for ACES to become a viable shelter provider to support individuals' post-hospitalization/emergency department discharge; and
- Develop a plan for ACES to begin integrating behavioral health services to leverage federal and state behavioral health services funding.

CSA is now requesting authorization to accept both grant awards retroactively and to execute the agreements with the Grantors. The Sutter Valley Hospitals Community Investment agreement for \$100,000 is retroactive to March 1, 2024, through February 28, 2026. The Kaiser Permanente Health Needs agreement for \$200,000 is retroactive to March 20, 2024, through December 31, 2024. From notice of award in late March 2024 to now, CSA staff have been diligently working on finalizing the terms of the agreements and preparing this agenda item for Board of Supervisors approval.

POLICY ISSUE:

Per the County's Grant Policy, County departments are to seek Board approval to accept any new grants or funding agreements, regardless of whether it requires a County General Fund match. Required authorization can be obtained in a scheduled budget cycle or through a separate Board agenda action process. Board of Supervisors' authorization is being requested to accept the funding allocations from Kaiser Permanente and Sutter Valley Hospitals.

FISCAL IMPACT:

On December 19, 2023, an increase in appropriations and estimated revenues of \$1.8 million was approved by the Board of Supervisors along with the amendment to the Memorandum of Understanding (MOU) with the Salvation Army for Oversight and Operator Services at ACES (Resolution No. 2023-0676). The Kaiser Permanente and Sutter Valley Hospitals grant funds were included in the increase and no further budget adjustments are needed to support grant activities through June 30, 2024. Sufficient appropriations and estimated revenues for subsequent periods will be included in future budget cycles. There is no impact to County General Fund as a result of acceptance of these grants.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of Supporting a Healthy Community and Efficient Delivery of Public Services by providing services to individuals experiencing homelessness and connecting them with services that will improve their overall health and housing situation.

STAFFING IMPACT:

The agreement and administration of grant funds will be facilitated by existing CSA staffing resources. There is no additional staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Christine Huber, MSW
Director, Community Services Agency

(209) 558-2500

ATTACHMENT(S):

1. SVH Agreement
2. Kaiser Foundation Letter

**MEMORANDUM OF UNDERSTANDING
REGARDING GRANT FUNDS**

Between

County of Stanislaus Community Services Agency

and

Sutter Valley Hospitals dba Memorial Medical Center

This Memorandum of Understanding (“MOU”) dated March 20, 2024 (“Effective Date”) is by and between County of Stanislaus Community Services Agency (“Grantee”), a California nonprofit benefit corporation, and Sutter Valley Hospitals, a California nonprofit public benefit corporation, doing business as Memorial Medical Center (“Grantor”).

RECITALS

WHEREAS, Grantor operates a general acute care hospital located in Modesto, California, and in conjunction therewith works to further its charitable mission of enhancing the well-being of people in the communities it services.

WHEREAS, Grantee is a non-profit provider of the County of Stanislaus services in the community.

NOW, THEREFORE, the parties agree as follows:

1. **Acceptance of Grant.** The conditions set forth in this MOU are deemed to be agreed to by the Grantee if the Grantee accepts any funds from Grantor. No payments will be released until a signed copy of the MOU is returned to Grantor.
2. **Contacts.** Each respective party designates the following person to serve as primary contact for this MOU.

Grantee Contact:

Name: Kara Anguiano

Title: Assistant Director, Finance and Operations Division

Physical Address: PO Box 42, Modesto, CA 95353

Email Address: CSA-Contracts@stancounty.com

Grantor Contact:

Angelika Corchado

Manager, Community Health

2700 Gateway Oaks Drive, Sacramento, CA 95833

angelika.corchado@sutterhealth.org

3. **Grant Purpose.** Grantor shall award Grantee a grant to be used for the following (collectively, the “**Grant Purpose**”):

Program Name: Capacity Building for Low Barrier Shelter

Program Summary: Grantee operates the following program (the “**Program**”) which shall be supported by the funding under this MOU:

Describe Grantee’s program being funded, including services to the community and people being served.

The Grantee shall assist with maintaining the existing core operations at Access Center Emergency Shelter (ACES) low barrier shelter which shelter individuals experiencing homelessness and connect them with services that will improve their overall health and housing. Adults (18-64), LGBT, Seniors (65+), Homeless, Poor, Broader Community, Minorities, Disabled Persons, and Rural Communities will be served. The wraparound services provided will include case management, meals, mental health resources and referrals to housing.

Grant Objectives (the “**Grant Objectives**”):

Describe the program objectives.

1) Develop a plan to align the services provided at ACES to compliment the California Advancing and Innovating Medi-Cal (CalAIM) initiatives to assist the ACES operator in becoming a Medi-Cal enhanced care management provider; 2) Develop a plan for ACES to become a viable shelter provider to support individuals' post hospitalization/emergency room discharge; and 3) Develop a plan for ACES to begin integrating behavioral health services to access the increasing State behavioral health services funding.

4. **Grant Funds.** Grantor shall award Grantee the amount of \$100,000.00 to be used for the Grant Purpose (“**Grant Funds**”).

5. **Payment Schedule.** Grantor agrees to pay Grantee the Grant Funds pursuant to the following payment schedule; provided, however, that no payment amount shall be due from Grantor until and unless this MOU has been fully executed by authorized representatives of each party:

One Hundred Thousand Dollars (\$100,000.00) due on or before May 31, 2024.

6. **Grant Period; Termination.** The term of this MOU will be from the Effective Date through 12/31/2024 (“Grant Period”).

7. **Reporting Requirements.** Grantor wants to know about Grantee's accomplishments toward achieving the Grant Purpose and Grant Objectives, including changes that may have been made in objectives or in the strategy for accomplishing them, and problems encountered and whether and how they have been resolved. Grantee shall follow the reporting guidelines set forth at **Exhibit A (Reporting Guidelines)**.

Semi-Annual Report Due: July 2024

Annual Report Due: January 2025

8. **Publicity.** Grantor is committed to improving the health of our community by supporting health programming by local grassroots and public agencies. Grantee will acknowledge Grantor as a support organization on all published materials related to the subject matter of the grant award. Grantee grants to Grantor the right and license to use Grantee's name, logos, photos and other similar information. Grantee will submit copies of all such publicity with Grantee's semi-annual and annual reports described in Section 7 (Reporting Requirements). **Any statement about Grantor's policies or staff must be cleared in advance with the Grantor's contact person listed in Section 2 (Contacts).**

9. **Budget and Use of Funds.** Grant Funds, including any interest earned on Grant Funds, must be used by the Grantee for the Grant Purpose defined in Section 3 above. Any significant changes within the final budget (i.e. greater than 10% of total grant amount) must be approved in advance by Grantor. Per IRS guidelines for community benefit reporting, please consider our contribution to your organization to be a donation that is restricted for use in carrying out your important community benefit work to serve poor and/or underserved populations by addressing one or more of the significant community health needs in your city.

10. **Reversion of Funds.** Grantee shall return to Grantor any Grant Funds not expended for the Grant Purpose as described above by the completion of the Grant Period, unless the parties enter into an extension of the Grant Period.

11. **Audit.** Grantor reserves the right to conduct an audit of Grant Funds including Grantee's Program budget and expenditures as they relate to the grant, if Grantor deems an audit to be appropriate and necessary in its sole discretion.

12. **Collaboration and Communication.** The parties agree to communicate and collaborate on an as-needed basis, as mutually scheduled from time to time between the primary contacts listed in Section 2.

13. **Indemnification.** In accepting a grant from Grantor, Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor and its affiliates, and its and their officers, directors, employees, representatives, agents, successors and assigns from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee, its employees, contractors, or agents, in applying for or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expenses result directly from any act or omission of Grantor, its officers, directors, employees or agents.

14. **Governing Law.** This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to any conflicts of law principles or rules that would invoke or impose the laws of any other State or jurisdiction.

15. **Dispute Resolution.** Any dispute arising out of or in connection with this MOU will be referred to and definitively resolved by binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The place of arbitration will be Sacramento, California. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction. The provisions of this Section will not preclude the parties from seeking equitable remedies in aid of arbitration from a court of appropriate jurisdiction, and will survive the termination of this MOU.

16. **Notices.** All written notices to be given in connection with this MOU will be sufficient if sent by certified or registered mail, postage prepaid or by national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party in Section 2 (Contacts). For notices to Grantor, Grantee shall send a courtesy copy to: Sutter Health Office of the General Counsel, Attn: Deputy General Counsel, Valley Area, 2200 River Plaza Drive, 3d Fl, Sacramento, CA 95833. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.

17. **No Waiver.** No waiver of a breach of any provision of this MOU may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.

18. **Severability.** If any provision contained in this MOU is held to be unenforceable by an arbitrator or a court of law or equity, this MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.

19. **Entire Agreement and Modification.** This MOU and its Recitals and Exhibits constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this MOU, no modification or amendment to this MOU shall be binding upon the parties unless the same is in writing and signed by both parties.

20. **No Third Party Beneficiary.** Nothing contained in this MOU is intended nor shall it be construed to create rights running to the benefit of third parties.

21. **Counterparts.** This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the executed MOU may be used as if it were the original MOU.

22. **Signatures.** By their signatures below, each of the signatories to this MOU represent that they have the authority to execute this MOU and to bind the party on whose behalf their execution is made. Please sign and return to sutteradmin@lpc-associates.com.

[Signatures on page 7 of 7]

EXHIBIT A REPORTING GUIDELINES

Program Data Reporting

Grantor works with LPC Consulting Associates (LPC) to support Community Benefit Investment partners with collecting and submitting their program data as part of the grant requirements. This data is used to learn about the reach and accomplishments of funded Community Benefit programs across the Sutter Health Valley Area region. Examples of the information partners are asked to report include:

- Number of individuals served
- Type and number of services provided
- Number of clients connected with other resources in the community
- Client outcomes
- Narrative outcomes related to program impact, challenges, and client stories

Reporting Timeline

Grantor requests that partners submit their program data twice per year. The Mid-Year Report, which covers January-June, is due in July. The Year-End Report, which covers July-December, is due in January. Detailed guidelines will be emailed to partners prior to each reporting period.

Reporting System (Reporting Form)

Grantor uses a fillable reporting form to collect partner data. You will receive an email with the reporting form and will submit your Semi-Annual Reports by completing the following steps:

1. Download the reporting form and save it to your computer. **Note:** If you are reporting for multiple programs or multiple counties, please complete a separate form for each program and/or county.
2. Open the reporting form and enter information into the fillable fields.
3. Save the form as you go, so you do not lose any entered information.
4. Once your form is complete, email the completed reporting form to LPC at sutter@lpc-associates.com.

Technical Assistance

LPC can arrange a short call with you (or another member of your organization) to walk through the reporting form together and answer any questions you may have about the reporting requirements. For reporting assistance, please email sutter@lpc-associates.com.

Financial Reporting

By December 31st of each year contracted, please submit a Financial Summary report, if any Grantor Community Benefit funds remain unspent, to:

Angelika Corchado
Manager, Community Health
2700 Gateway Oaks Drive, Sacramento, CA 95833
angelika.corchado@sutterhealth.org

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed MOU on the dates set forth below to be effective as of the Effective Date.

GRANTEE:

Signature: _____

Name: Christine Huber, MSW

Title: Director

Date

Signature: *Lindy GiacopuzziRotz*
Lindy GiacopuzziRotz (Apr 12, 2024 10:47 PDT)

Name: Lindy Giacopuzzirotz

Title: Deputy County Counsel

Apr 12, 2024

Date

GRANTOR:

Signature: _____

Name: Keri Thomas

Title: Vice President, External Affairs
Sutter Health Valley Area

Date



4/9/2024

Christine Huber
CSA Director
County of Stanislaus
1010 10th street place
Modesto, California 95354

Re: Grant Award Letter for Grant Number 159191

Dear Christine Huber:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$200,000.00 has been awarded to County of Stanislaus ("Grantee"). The purpose of these funds is to support the Strengthening the Medical Respite Ecosystem in Stanislaus County (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period

Start Date: 4/1/2024

End Date: 3/30/2026

Grant Reporting

Instructions for submitting reports will be provided 30 days prior to the due dates.

Report Type	Report Due Date	Submission Format
Data Survey Report	7/7/24	Submitted in Qualtrics
	10/7/24	Submitted in Qualtrics
	1/7/25	Submitted in Qualtrics
	4/7/25	Submitted in Qualtrics
	7/7/25	Submitted in Qualtrics
	10/7/25	Submitted in Qualtrics
	1/7/26	Submitted in Qualtrics
	4/7/26	Submitted in Qualtrics
Progress Report	4/1/25	Submitted in KP grants management system, Mosaic.
Final Report	4/30/26	Submitted in KP grants management system, Mosaic. To include narrative and project expenditure report AND final data survey – submitted in Qualtrics

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

If you have questions or require additional information, please contact your grant manager, **Kathryn Boyle** at **kathryn.f.boyle@kp.org**.

Sincerely,

A handwritten signature in cursive script that reads "Madelyn R. Adams". The signature is written in black ink and is positioned above a horizontal line.

Date: 4/9/2024

Madelyn R. Adams

Senior Director, Community Health, Northern California
Region

ACCEPTED AND AGREED

Christine Huber
CSA Director

Date

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 159191, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee

Kaiser Foundation Hospitals, Northern California Region**- Grant Agreement -**

obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work of timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

KFH:

Kaiser Foundation Hospitals, Northern California

By: 

Madelyn R. Adams

Title: Senior Director, Community Health, Northern California Region

Date: 4/9/2024

Grantee:

County of Stanislaus

By:

Christine Huber

Title: CSA Director

Date:

Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.***

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded County of Stanislaus a \$100,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.