



KERN HEALTH SYSTEMS

KERN HEALTH SYSTEMS					
POLICY AND PROCEDURES					
SUBJECT: Grant Programs			POLICY #: 4.37-P		
DEPARTMENT: Provider Network Management					
Effective Date:	Review/Revised Date:	DMHC		PAC	
02/25/2016	3/6/2020	DHCS		QI/UM COMMITTEE	
		BOD		FINANCE COMMITTEE	

Douglas A. Hayward Date 3/6/20
 Douglas A. Hayward
 Chief Executive Officer

M. Masinga Date 3/2/2020
 Chief Medical Officer

Patt Lutz Date 2/25/2020
 Chief Financial Officer

Bob Perry Date 2/25/2020
 Chief Operating Officer

Andrew Date 2/20/2020
 Controller

Reborah L. Munro Date 2/19/2020
 Chief Health Services Officer

[Signature] Date 2/12/2020
 Chief Network Administration Officer

POLICY:

In an effort to promote local healthcare initiatives, Kern Health Systems (KHS) may develop and establish goal-orientated grant programs. All grant programs with the intent to distribute funds must be submitted for review to the Chief Network Administration Officer and must be approved by KHS' CEO, Finance Committee and Board of Directors. The grant program shall establish an application and reporting requirements in an effort to meet outlined goals.

PROCEDURES:

1.0 DISTRIBUTION OF GRANTS

1.1 Development

Development of grant programs will reside with the Provider Network Management department and the CNAO Development can include, but is not limited to: establishing program/goals, outlining requirements and project timeline, arranging allocation of grant funds, and creating reporting methodology.

Upon completion of grant program development, grant program will be presented to KHS Finance Board and Board of Directors for review and approval.

1.2 Application

Application, submission guidelines, and requirements for grant participants will be established during development stage and will be dependent on requirements of proposed grant program.

Application should include, but is not limited to:

- A. Applicant/Organization Name
- B. Address
- C. Tax ID Number
- D. Contact Information
- E. Amount of Funds Requested
- F. Grant Project Description
- G. Scope of Work/Work Plan for Grant Funds

Upon approval of grant program by the KHS CEO, Finance Committee and Board of Directors, KHS will publish grant program and if applicable, begin accepting participant applications. All applications will be reviewed by the CNAO and internal Grant Committee, then submitted to the KHS Finance Board and Board of Directors for final approval.

1.3 Grant Agreement/Distribution of Funds

Upon approval, grant participants will be notified by the Provider Network Management Department of grant award and will enter into a Grant Agreement, attached herein as Attachment A: Grant Agreement Template, with KHS detailing program terms; at a minimum, Grant Agreement shall outline: grantee, amount of funds, grant period, and purpose. Upon execution of grant agreement, KHS will distribute funds to grantee in the manner established in grant program and/or agreement.

Grant Agreement Template will be customized with needs of Grant Programs.

1.4 Reporting

Grant program reporting methodology will be established during development stage and will be dependent on proposed grant goals. Participants will report to KHS on grant activity on an appropriate periodic basis; reporting, shall include, at a minimum:

- a. Progress Report: Narrative of progress of proposed project
- b. Financial Report: Detailed use of grant funds.

ATTACHMENTS:

- Attachment A: Grant Agreement Template
- Attachment B: Grant Application Template

REFERENCE:

Revision 2020-01: Routine update requested by Compliance Department. **2016-02:** Policy created to establish guidelines for distribution of KHS funds in order to promote goal orientated grant Programs and to satisfy the Department of Managed Health request per Quarterly Medi-Cal Network Assessment Q2'15 comment letter dated 12/30/15, page # 4.

KERN HEALTH SYSTEMS

[GRANT NAME]

GRANT AGREEMENT

WITH

[]

KERN HEALTH SYSTEMS

[] GRANT AGREEMENT

The [] Agreement (“Grant Agreement”) is made and entered into by and between Kern Health Systems, a county health authority (hereinafter “KHS”), and [], as described in Exhibit A, (hereinafter “Grantee”).

RECITALS

WHEREAS, KHS and Grantee desire to enter into a Grant Agreement whereby Grantee agrees to provide or arrange for the provision of [Grant Name] services to Members of KHS;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

I. Purpose of the Grant

KHS is committed to maintaining a strong, adequate, and diverse network of Primary Care Physicians (PCP), Specialty Care Physicians (SCP), and ancillary providers in order to ensure quality access to KHS Members. KHS is making Grant Funding available to assist network providers in exploring ways to implement quality care programs and services to meet the needs of KHS Members throughout Kern County. The goal of KHS is to provide Grant Funding for innovative ideas and creation of [Grant Name].

II. Term of Grant Agreement

This Grant Agreement shall become effective on the date set forth in Exhibit B, Scope of Work and shall be referred as “Effective Date”. Unless otherwise specified herein, this Grant Agreement shall not automatically renew.

III. Conditions and Terms of the Grant

A. As a condition of receiving this Grant Funding, Grantee represents and warrants that Grantee or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency or from participating in any state or federal healthcare programs;
2. Have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract.

B. As a condition of Grant Funding, Grantee represents that it is: (1) a licensed free or community clinic, a public agency, or a tax-exempt 501(c) (3) entity; or (2) a KHS contracted provider group; and (3) a provider to Medi-Cal or uninsured patients; and (4) located in and primarily serving people in Kern County; and (5) contracted KHS provider must be in good standing and meet all KHS Credentialing Requirements.

C. Grantee shall forward reports to KHS in accordance with the terms outlined in Exhibit D, Reporting Requirements. All the reports should document progress made during those reporting periods in accordance with the attached Exhibit B, Scope of Work, and Exhibit C, Budget. Grantee will also report on activities carried out in compliance with Section VIII, Acknowledgement and Communication Requirements. Failure to submit timely and complete reports may impact receipt of Grant Funding under this Grant Agreement. Refer to Exhibit D, Reporting Requirements for a complete list of reports.

D. Grantee shall submit two (2) original copies of this Grant Agreement signed by authorized representatives of Grantee and one copy of Grantee's IRS Form W-9, if not previously provided to KHS.

IV. Disbursement of Grant Funding

This Grant Funding will be disbursed to Grantee as indicated below.

A. Grantee will be eligible to receive Grant Funding in an amount not to exceed [Funding Amount] over a [Grant Period] period. Grant Funding will be disbursed on a monthly basis to operationalize the Provider Quality Care Program. Grantee will submit monthly invoices, based on actual expenses. Refer to Exhibit D, Reporting Requirements, for a template of the Monthly Progress Report.

- a. Invoice required for Capital Expenses greater than \$XXX/unit
- b. Details required for Operating Expenses greater than \$XXX/unit

B. KHS shall make any disbursement within sixty (60) days following the receipt of complete monthly reports as outlined in Exhibit D, Reporting Requirements.

Expenditure of Grant Funding must be consistent with the approved grant budget, attached as Exhibit C, Budget, and shall be used exclusively for KHS Members. Revisions of the Grant Agreement budget must be requested in writing when changes, in any line item, are projected to be above X (X %) of the approved budget.

Notwithstanding the provisions of this Section IV, KHS will not make any disbursement of the Grant Funding unless Grantee is in compliance with all of the terms and conditions of the Grant Agreement, and only as long as the disbursement of Grant Funding: (1) will not violate any provision of law, regulation, or administrative ruling to which KHS is subject; and (2) will not subject KHS to any tax, penalty or fine.

V. Default, Termination

- A. KHS will not be obligated to disburse any Grant Funding, if at the time of the disbursement, Grantee is in default under the terms of any agreement providing funding from KHS. KHS, at its sole discretion, may terminate the Grant Agreement and KHS will be under no further obligation to extend Grant Funding should Grant disbursement be used for any purpose other than those specified under this Grant Agreement. KHS, in its sole discretion, may terminate the Grant Agreement at any time without any further obligation to the Grantee if: (1) in KHS' judgment, the Grantee becomes unable to carry out the purposes of the Grant Agreement; and/or (2) the Grantee fails to comply with the conditions of this Grant Agreement; and/or (3) KHS' anticipated funds designated to support this Grant Agreement are substantially reduced or discontinued. If the Grant Agreement is terminated prior to the end of the Grant Agreement terms above, the Grantee shall reimburse KHS the full monetary value of the Grant Funding as specified in this Grant Agreement.
- B. Immediate Termination by KHS. This Grant Agreement may be terminated immediately for cause by KHS. Cause for termination shall be:
- a. Any act for which Grantee's license, certification, Controlled Substance Permit, medical staff membership or clinical privileges at a Participating Hospital is revoked, suspended or restricted in a manner that might materially affect Grantee's ability to provide Covered Services.
 - b. A violation of any law or regulation that materially impairs Grantee's ability to perform this Grant Agreement.
 - c. Conviction of a felony or any crime related to the practice of Grantee's profession.
 - d. Failure to maintain Grantee's insurance as required by this Grant Agreement or the Knox-Keene Act.
- C. Termination without cause. This Grant Agreement may be terminated by either party, without cause, by giving thirty (30) days- written notice to the other party. Termination shall be effective at 12:01 a.m. on the 30th day.

VI. Monitoring

KHS reserves the right to monitor and conduct an evaluation of the project operations funded by the Grant Agreement. This monitoring may include but is not limited to: (1) a site visit by KHS personnel at a reasonable time to review the progress, pertinent records and/or subcontracts; and (2) other material related to grant activities. KHS reserves the right to audit all financial records pertaining to the Grant Agreement.

VII. Indemnification

Grantee agrees to indemnify, defend and hold KHS and KHS' officers, directors, employees, agents and authorized representatives harmless from and against all loss, damage, or claims arising as a result of Grantee undertaking Grant Funding activities

pursuant to this Grant Agreement including any loss due solely to the acts or omissions of Grantee in the performance of this Grant Agreement.

VIII. Acknowledgement and Communication

A. In all written materials for public distribution prepared in accordance with project activities funded by this Grant Agreement, Grantee shall include the following statement: “This project is funded in part by Kern Health Systems to implement Provider Quality Care Programs and services to meet the needs of KHS Members throughout Kern County”

B. During the term of this Grant Agreement, Grantee must name Kern Health Systems as grantor in all communications relating to this project and must acknowledge KHS at all fundraising events as a sponsor of this project.

C. If applicable to this Grant Agreement, permanent signage recognizing Kern Health Systems will be posted in a conspicuous location at or near the entrance of any site that uses KHS funds to improve its physical plant; this signage will recognize Kern Health Systems as a founding donor or language to that effect. In using any KHS trademarks or logos, Grantee shall comply with KHS’ branding policies.

D. If mutually agreed, KHS and Grantee will prepare and issue joint press releases that recognize KHS’ contribution and its importance in addressing community needs.

E. KHS will include information regarding the grants on KHS’ external website.

F. Grantee will report on all the above listed activities in the reports required by and in accordance with the schedule determined at the time the Grant Funding is awarded.

IX. No Right of Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Grant Agreement, with the exception of any needed subcontractors, which shall agree to be bound by all applicable terms and conditions of the Grant Agreement. Any such assignment shall be null and void *ab initio* and is considered a material breach of this Grant Agreement.

X. Validity and Amendment

If any term or part of any term or condition of this Grant Agreement is determined to be invalid it shall not affect the validity of the other terms and conditions. This Grant Agreement can be modified by an amendment written and authorized by representatives of KHS and Grantee.

XI. Notices

Any notices required or permitted to be given shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

To KHS: Kern Health Systems
 2900 Buck Owens Blvd.
 Bakersfield, CA 93308
 Attn.: _____

To Grantee: []
 Address
 _____, CA 9____
 Attn.: _____

XII. Authorized Signature

This Grant Agreement correctly sets forth Grantee’s understanding of the terms and conditions of the Grant Agreement. Grantee accepts this Grant Agreement by having an authorized individual sign and date in the spaces provided below.

By their signatures below, the signatories represent and warrant that they are authorized to enter into this contract on behalf of the parties.

KERN HEALTH SYSTEMS

NAME OF ORGANIZATION

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: Chief Executive Officer

TITLE: _____

DATE: _____

DATE: _____

GRANT EFFECTIVE DATE: _____

To be completed by KHS

EXHIBIT A

GRANTEE SPECIFICATIONS

Grantee information

Name: _____

Tax ID: _____

Location services will be provided

Address: _____

City: _____

State: _____

Zip: _____

Days and hours of operation: _____

Grantee contact information for location services will be provided

Name: _____

Phone: _____

Fax: _____

EXHIBIT B

SCOPE OF WORK

The Scope of Work represented by Grantee to include all tasks, completion timelines, assigned responsible parties, deliverables and deadlines covering the period between [] and inception of the [Grant Name] is to be created and agreed upon by both parties no later than [].

[Insert name of Grantee]

EXHIBIT C

BUDGET

Grantee will be eligible to receive Grant Funding in an amount not to exceed one [amount funded] over a [] period.

[Insert name of Grantee]

EXHIBIT D

REPORTING REQUIREMENTS

Grantee shall provide KHS monthly reports by the fifteenth (15th) day of the following month.

Reports shall include but are not limited to:

- Progress report: Narrative of measured progress of proposed project, template attached
- Monthly Progress Report: Detailed Expenses being requested for reimbursement, template attached

Kern Health Systems Grant: Scope of Work

I. WORKPLAN

Please describe your proposed project by completing the chart below. Include as many measurable objectives and specific details as possible. Please be sure information detailed in this section corresponds to the project and budget narrative.

Organization Name: _____

Project Name: _____

Project Period: _____

Contact Name: _____ **Contact Phone:** _____

Use the following table to summarize your proposal. You may replicate and expand as needed.

Project Goal:		Estimated Number of KHS members served:			Evaluation Method(s)
Target Population:	Activities	Timeline		Expected Outcome(s)	
		Start Date	Target End Date		

Kern Health Systems Grant: Proposed Budget

BUDGET: Complete template below and provide justification for each item in a separate written narrative.

Organization Name:	_____
Project Period:	_____
Project Title:	_____
Budget Contact Name and Phone:	_____

PROJECT BUDGET	TOTAL BUDGET	Other Revenue Sources	In-Kind (if applicable)	Request from Kern Health Systems
PERSONNEL/STAFFING EXPENSES (List title and % FTE on project)				
Benefits (_____ % of Personnel)				
Total Personnel				
OPERATING EXPENSES				
TOTAL OPERATING EXPENSE				
OTHER COSTS				
TOTAL EXPENSES (Personnel + Operating + Other Costs)				