



# City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908  
Phone (559)897-5821 Fax (559)897-5568

Mayor Michelle Roman  
Mayor Pro Tem Laura North  
Council Member Sherman Dix  
Council Member Vince Palomar  
Council Member Jewel Hurtado

City Manager Alexander J. Henderson

## AGENDA KINGSBURG CITY COUNCIL SPECIAL MEETING

**VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WILL BE CLOSED TO THE PUBLIC. PUBLIC WILL HAVE THE OPTION TO CALL 1 (559) 207-3003 PASSCODE 5821 TO PROVIDE COMMENTS ON AGENDA ITEMS. WRITTEN COMMENTS WILL CONTINUE TO BE SUBMITTED BY MAIL OR EMAIL TO [APALSGAARD@CITYOFKINGSBURG-CA.GOV](mailto:APALSGAARD@CITYOFKINGSBURG-CA.GOV). THE CUT OFF FOR WRITTEN COMMENTS IS 4/23/2020 at 4:30pm. THEY WILL NOT BE READ OUT LOUD.**

**Thursday, April 23, 2020 at 5:30 pm**

1. **Call to order and roll call –**
2. **Public Comments** - Any person may directly address the Council at this time on any item not on the agenda and that is within the subject matter jurisdiction of the Council. A maximum of five minutes is allowed for each speaker.
3. **Regular Calendar**
  - 3.1 **Tri-County Health Care District Grant Application Discussion**  
Possible Action(s):
    - a. Presentation by City Manager Alexander Henderson
    - b. Council Discussion
    - c. Action as Deemed Necessary
4. **City Manager's Report**
5. **Other Business that may come properly before the City Council**
6. **Adjourn Special Kingsburg City Council Meeting.**

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at [www.cityofkingsburg-ca.gov](http://www.cityofkingsburg-ca.gov).



Meeting Date: 04/23/2020  
Agenda Item: 3.1

## CITY COUNCIL MEETING STAFF REPORT

**REPORT TO:** Mayor Roman & City Council  
**REPORT FROM:** Community Services Director Adam Castaneda **REVIEWED BY:** AP  
**AGENDA ITEM:** Kingsburg Tri-County Health Care District Grant Cycle  
**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

### EXECUTIVE SUMMARY

The Kingsburg Tri-County Health Care District provides grants to various public and private organizations that provide health related services to the Kingsburg community and surrounding area. Grants are awarded for any purpose allowed by state law, including to provide assistance in the operation of free clinics, health education programs, wellness and prevention programs, rehabilitation, and any other health care groups and organizations, which are necessary for the maintenance of good physical and mental health in the Kingsburg community and surrounding area. Each year in January the Board approves a list of needed health services and programs which grant applicants can focus upon in applying for grant funding. May 1 is the deadline for the District to receive grant applications for the health services and programs identified by the Board or other health services and programs which the applicant desires to have funded. The Board will act on grant applications in June, unless the Board acts to set a different schedule or to extend the time within which to act on applications.

Staff has created a list of possible application items and is seeking direction on which to apply for during this upcoming cycle. Items include:

1. Athwal Park Phase II (Approx. \$800,000)
  - Splash Pad or additional recreation area, shade cover over fitness court, skate park (1B and/or phase II).
2. Fire Dept. Requests (\$664,601)
  - Community CPR Training (includes AEDs, outreach, instructors, etc.) (\$103,550)
  - New Ambulance Purchase (\$359,000)
  - Materials to outfit the ambulance (radios, monitors, rescue equipment; \$202,051)

### RECOMMENDED ACTION BY CITY COUNCIL

1. *Approve eligible projections for staff to submit by the May 1 deadline.*

### POLICY ALTERNATIVE(S)

1. The council could decide not to apply for grant funds this cycle.

### STRATEGIC INITIATIVE

1. Provide Recreation Opportunities for All Ages.
2. Improve Public Safety

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

- |                              |                    |
|------------------------------|--------------------|
| 1. Is There A Fiscal Impact? | <u>Potentially</u> |
| 2. Is it Currently Budgeted? | <u>No</u>          |
| 3. If Budgeted, Which Line?  | <u>N/A</u>         |

**PRIOR ACTION/REVIEW**

The City of Kingsburg has partnered with the District on multiple projects over the last several years for the purchase of public safety equipment and public recreation improvements. A few examples include;

Kingsburg Community Services – Crandell Swim Complex Project – 2019	\$434,937.00
Kingsburg Community Services – Athwal Park Improvements Phase I – 2019	\$600,000.00
Kingsburg Fire Department - Autoload Cots and ECG Monitors – 2018	\$126,505.00
Kingsburg Police Department - Patrol Vehicle and Officer First Aid Kits – 2018	\$6,007.70
Kingsburg Fire Department – Ambulance Retrofit – 2017	\$250,000.00

**ATTACHED INFORMATION**

1. Athwal Park Master Plan & Cost information
2. KFD Grant Supplemental Cost Estimates
3. Kingsburg Tri-County Healthcare Grant Guidelines

project:

# ATHWAL PARK

LINQUIST STREET  
KINGSBURG, CA.

client:

## CITY OF KINGSBURG

1401 Draper Street  
Kingsburg, CA 93631  
559-897-5821

des:ignlab 252

P.O. Box 27616 Fresno, CA 93729  
Studio: 559.472.9966 Fax: 559.472.9969



drawn by: checked by:

PB

submittal: date:

No. 1 11.15.18

No. 2 11.29.18

No. 3

No. 4

No. 5

No. 6

No. 7

scale: 1" = 30' = 0"

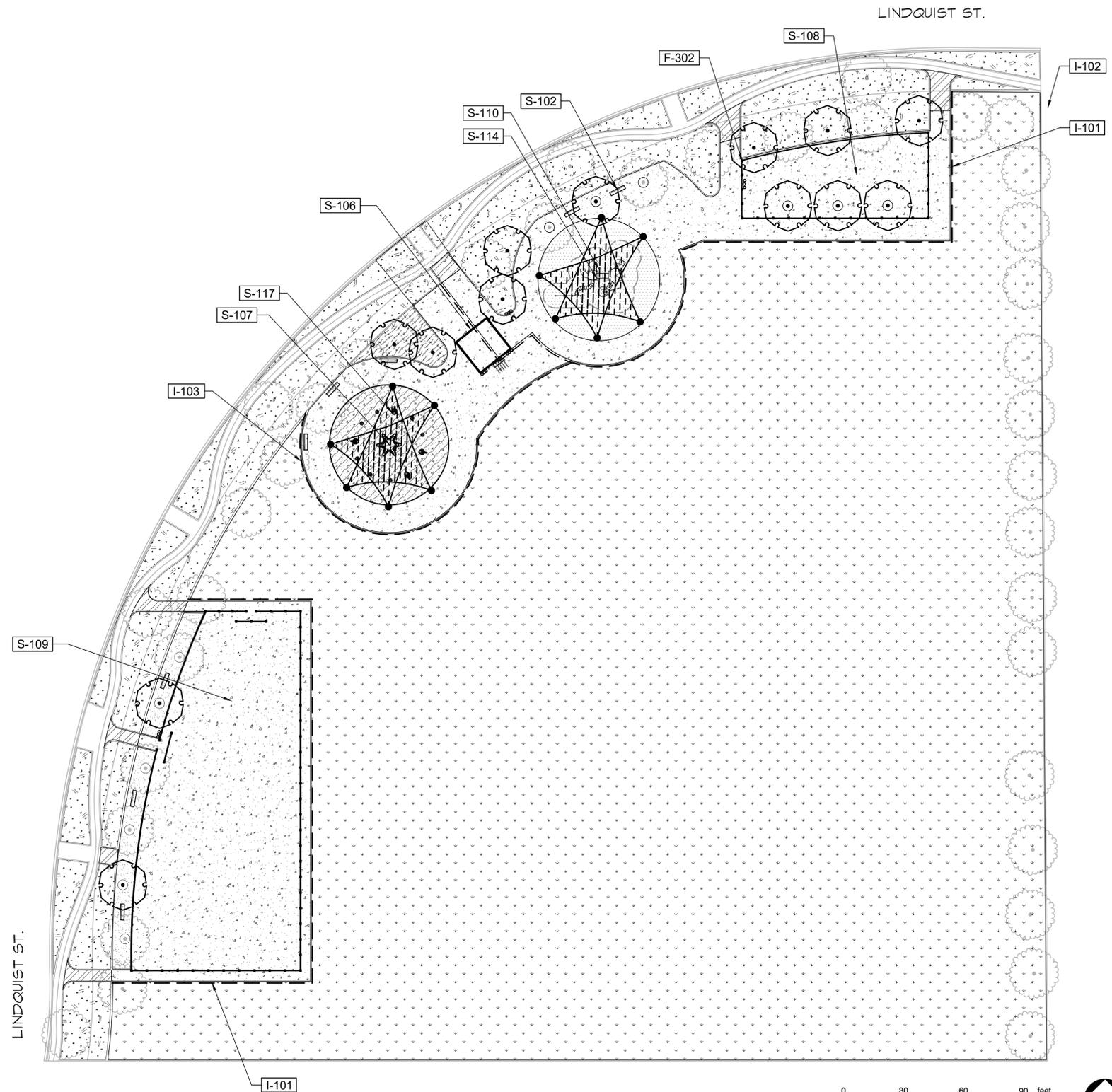
sheet title:

## PHASE 1 (Add Alt 1) SCOPE

sheet no.

# LA-1

project no. 17-11-003

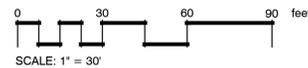


### CONCEPT PLANT SCHEDULE

	SHADE TREE	13
	EXISTING TURF EXISTING TO REMAIN	141,539 SF

### REFERENCE NOTES SCHEDULE

SYMBOL	METAL DESCRIPTION	QTY
F-302	FENCE	774 LF
SYMBOL	IRRIGATION DESCRIPTION	QTY
I-101	MODIFY EX. IRRIGATION AROUND IMPROVEMENTS	756 LF
I-102	REPLACE BOOSTER PUMP	
I-103	MODIFY EX. IRRIGATION AROUND IMPROVEMENTS (ADD ALT 1)	221 LF
SYMBOL	MULCH DESCRIPTION	QTY
M-101	MULCH	162.24 CY
M-102	MULCH (ADD ALT 1)	6.21 CY
SYMBOL	CONCRETE DESCRIPTION	QTY
P-101	POURED IN PLACE RUBBER	2,910 SF
P-102	CONCRETE SIDEWALK/DECK	25,294 SF
P-103	TEMP CONCRETE	960 SF
P-104	COLOR CONCRETE (ADD ALT 1)	2,780 SF
P-106	DECOMPOSED GRANITE	1,501 SF
P-109	CONCRETE SIDEWALK/DECK (ADD ALT 1)	5,166 SF
P-110	TEMP CONCRETE (ADD ALT 1)	914 SF
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY
S-101	TRASH CAN	4
S-102	PARK BENCH	5
S-103	BIKERACK (ADD ALT 1)	1
S-106	RESTROOM 20' X 20' (ADD ALT 1)	
S-107	SPLASH PAD (ADD ALT 1)	
S-108	FITNESS COURT - 3700 SF	
S-109	SKATE PARK AREA 10,000 SF	
S-110	SHADE SAIL	
S-114	2-5 PLAY STRUCTURE	1
S-115	TRASH CAN (ADD ALT 1)	6
S-116	BENCH (ADD ALT 1)	3
S-117	SHADE SAIL (ADD ALT 1)	





DESIGN #5824

KINGSBURG, CA



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[sales@americanrampcompany.com](mailto:sales@americanrampcompany.com)

**DRAWN BY** Chuck Dodge

**DATE** 1/14/2016

**REP. AGENCY**

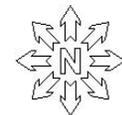
**American Ramp Company**

**REP. NAME**

**Brandon Robinson**

**REP. PHONE**

**(800) 949-2024**



**CUSTOMER APPROVAL** **DATE**

**PARK ENCLOSED?** ✓

**PRO SERIES** ✓

**X SERIES** -

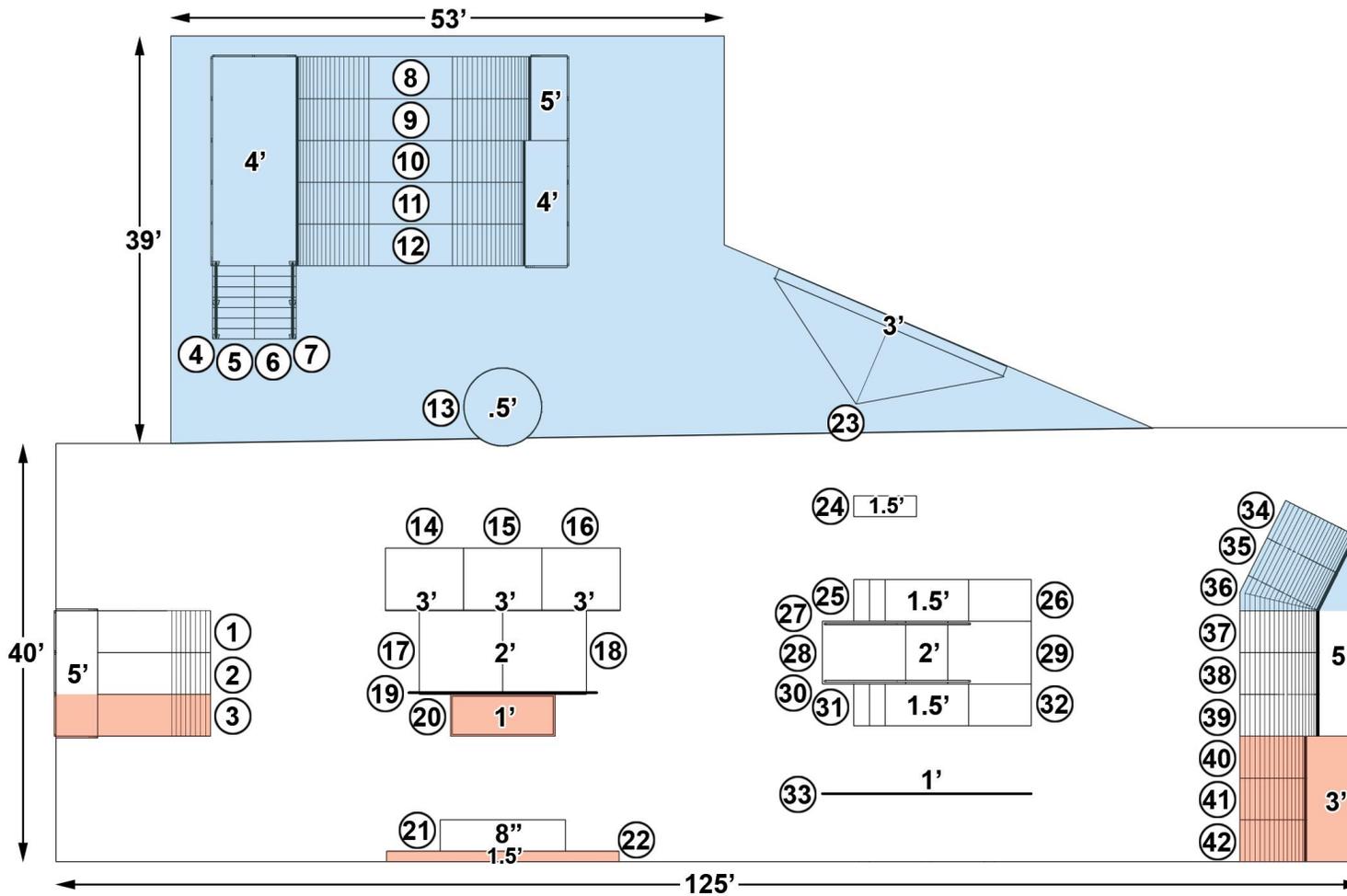
**STEALTH SERIES** -

**STEALTH CLASSIC SERIES** -

**PROJECT NAME**

**Skate Park**

**DESIGN NO.** **5824**



**\*Note – Phase 1A is shown in white, Phase 1B is highlighted in red and Phase 2 is highlighted in blue.**

[\*\*CLICK HERE TO VIEW DESIGN RENDERINGS\*\*](#)

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Quote #	Design #	FOB
Q22927	5824	Kingsburg, CA

**Phase 1A**

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
1	Bank Ramp	5.0'	4.0'	15.0'	\$3,672.77
2	Bank Ramp	5.0'	4.0'	15.0'	\$3,672.77
14	Cruz Slant Pad (Replica Series)	3.0'	7.5'	6.0'	\$6,377.65
15	Cruz Slant Pad (Replica Series)	3.0'	7.5'	6.0'	\$6,377.65
16	Cruz Slant Pad (Replica Series)	3.0'	7.5'	6.0'	\$6,377.65
17	Bank Ramp (Wedge)	2.0'	8.0'	8.0'	\$3,186.18
18	Bank Ramp (Wedge)	2.0'	8.0'	8.0'	\$3,186.18
19	Grind Rail, Kinked (Round)	1.5"	2"	16.0'	\$640.00
21	Grindbox	8"	4.0'	12.0'	\$3,739.84
24	Vegas Bench (Replica Series)	1.5'	2.0'	6.0'	\$4,828.80
25	Stairs	1.5'	4.0'	3.0'	\$817.34
26	Bank Ramp (Wedge)	1.5'	4.0'	14.0'	\$3,602.55
27	Grind Rail, Kinked (Square)	1.5'	3"	14.0'	\$560.00
28	Bank Ramp (Wedge)	2.0'	6.0'	10.0'	\$3,427.34
29	Bank Ramp (Wedge)	2.0'	6.0'	10.0'	\$3,247.34
30	Grind Rail, Kinked (Square)	1.5'	3"	14.0'	\$560.00
31	Stairs	1.5'	4.0'	3.0'	\$817.34
32	Bank Ramp (Wedge)	1.5'	4.0'	14.0'	\$3,602.55
33	Grind Rail (Round)	1.0'	2"	20.0'	\$600.00
37	Quarter Pipe	5.0'	4.0'	12.0'	\$3,689.48
38	Quarter Pipe	5.0'	4.0'	12.0'	\$3,339.48
39	Quarter Pipe	5.0'	4.0'	12.0'	\$3,689.48
<b>TOTAL</b>					<b>\$70,012.39</b>

**Phase 1B**

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
3	Bank Ramp	5.0'	4.0'	15.0'	\$3,672.77
20	Pier 7 (Replica Series)	1.0'	4.0'	10.0'	\$4,428.43
22	Grind Ledge	1.5'	0.5'	20.0'	\$1,200.00
40	Quarter Pipe	3.0'	4.0'	12.0'	\$3,758.27
41	Quarter Pipe	3.0'	4.0'	12.0'	\$3,408.27
42	Quarter Pipe	3.0'	4.0'	12.0'	\$3,058.27
<b>TOTAL</b>					<b>\$19,526.01</b>

## Phase 2

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
4	Grind Rail (Round)	2.0'	2"	8.0'	\$240.00
5	Stairs	4.0'	4.0'	7.0'	\$2,421.54
6	Stairs	4.0'	4.0'	7.0'	\$2,421.54
7	Grind Rail (Round)	2.0'	2"	8.0'	\$240.00
8	Half Pipe	5.0'	4.0'	34.0'	\$10,037.74
9	Half Pipe	5.0'	4.0'	34.0'	\$9,167.74
10	Half Pipe	4.0'	4.0'	34.0'	\$9,348.21
11	Half Pipe	4.0'	4.0'	34.0'	\$8,998.21
12	Half Pipe	4.0'	4.0'	34.0'	\$9,348.21
13	Skittle Pad (Replica Series)	0.5'	7.0'	7.0'	\$4,530.51
23	Pyramid, Hipped w/3' Ledge	3.0'	13.5'	24.0'	\$13,550.37
34	Quarter Pipe	5.0'	4.0'	12.0'	\$2,989.48
35	Quarter Pipe	5.0'	4.0'	12.0'	\$3,339.48
36	Pyramid Corner (Radius) 26 Degree	5.0'	3.3'	7.5'	\$1,231.35
<b>TOTAL</b>					<b>\$77,864.38</b>

**Signature:**

**Date:**

### Notes:

- Framework enclosures, shipping, install and prevailing wage included in pricing.
- If your project is subject to sales tax, call for revised quote.



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General cost sheet:

Community CPR Program

Proposed Items	Quantity	Cost	Total
Public access AEDs :	10	\$ 2,200	\$ 22,000
AED trainers:	4	\$ 1,250	\$ 5,000
Update Manikins:	12	\$ 667	\$ 8,000
Outreach:			
Materials/ pamphlets/ Signs/ Banners / Tables / Advertising			\$ 4,500
Tools and equipment:			
Hardware/ Software			\$ 2,000
Laptop/ Tablet= laptop to host licenses for training tablet to track students at remote locations		\$ 2,500	
licenses for CPR instructors and computer licenses for software		\$ 2,000	
Personnel:			
(2) personnel \$36.00 hr. for 8 hrs month- two 4 hr . courses per month for 12 months			\$ 7,000
Pulse point software			
\$40,000 initial cost with \$3,000 ea year for 5 years			\$ 55,000
			<b>Total \$ 103,550</b>

## General cost sheet:

## NEW AMBULANCE COST

Proposed Items	Quantity	Cost	Total
Chassis / Box	1	\$ 260,000	\$ 260,000
Radios			
Hard Mount Med Fire	2	\$ 4,000	\$ 8,000
Hard Mount Dual Band	2	\$ 6,500	\$ 13,000
Cellular modem	1		\$ 2,000
Powerload Gurney	1	\$ 45,000	\$ 45,000
Gurney service Plans	3 gurney	\$ 7,000	\$ 21,000
Decals/ Striping		\$ 3,500	\$ 3,500
Ipad- Pt Care reporting	1	\$ 2,000	\$ 2,000
MDT	1	\$ 4,500	\$ 4,500
			\$ 359,000

<b>Total : \$359,000</b>
--------------------------

## General cost sheet:

## EQUIPMENT FOR AMBULANCE

Proposed Items	Quantity	Cost	Total
Portable radios:		3 \$	1,600 \$ 4,800
Chargers		3 \$	150 \$ 450
Shoulder straps		3 \$	150 \$ 450
SCBA:		2 \$	10,000 \$ 20,000
Masks		3 \$	400 \$ 1,200
Mask Bag		3 \$	120 \$ 360
Bottles		4 \$	1,500 \$ 6,000
PPE:			
SwiftWater:			
Helmets		2 \$	250 \$ 500
Knives		2 \$	100 \$ 200
Water Booties	2 pair	\$	100 \$ 200
Dry Suit		2 \$	1,500 \$ 3,000
Carlson Board		1 \$	3,500 \$ 3,500
PFD / Vests		2 \$	300 \$ 600
Con space:			
Helmets With Light		2 \$	360 \$ 720
Elbow/ Knee pads	2 pair	\$	150 \$ 300
Structure:			
Helmets		2 \$	250 \$ 500
Jackets		2 \$	1,500 \$ 3,000
Pants		2 \$	1,500 \$ 3,000
Gloves	2 pair	\$	150 \$ 300
Boots	2 pair	\$	350 \$ 700
WLFF:			
Helmets		2 \$	150 \$ 300
Jackets		2 \$	200 \$ 400
Pants		2 \$	200 \$ 400
Boots		2 \$	300 \$ 600
Gloves	2 pair	\$	75 \$ 150
WLFF packs		2 Mystery Ranch	400 \$ 800
Fire Shelter		2 \$	500 \$ 1,000
Search Team Equipment:			
TSS Paks LINE Medic		2 Mystery Ranch	600 \$ 1,200
Soft Gear :			
Rescue-			
Ropes		4 \$	400 \$ 1,600
webbing		12 \$	25 \$ 300
Harnesses		2 \$	800 \$ 1,600

## General cost sheet:

## EQUIPMENT FOR AMBULANCE

Proposed Items	Quantity	Cost	Total
Water Throw Bags	4	\$ 125	\$ 500
Medical:			
Bags-			
Airway	1	\$ 450	\$ 450
Medical	1	\$ 450	\$ 450
PEDS	1	\$ 450	\$ 450
PET CPR	1	\$ 150	\$ 150
Hard Gear:			
Rescue-			
Gathering Plates	8	\$ 200	\$ 1,600
Pulleys -doubles/ singles	24	\$ 120	\$ 3,000
MPD s	4	\$ 800	\$ 3,200
Con Space Ram Fan	Air Systems Intrinsically Safe 1	\$ 1,250	\$ 1,250
Air Tubing Con Space	50ft	\$ 100	\$ 100
Carrabiners	50	\$ 40	\$ 2,000
Flashlights	3	\$ 200	\$ 600
PIG tool	2	\$ 200	\$ 400
Fire Axe	1	\$ 100	\$ 100
Haligan	1	\$ 150	\$ 150
Shovels	2	\$ 100	\$ 200
McLeods	2	\$ 125	\$ 250
Bolt cutters	1	\$ 100	\$ 100
Fire extinguisher	1	\$ 200	\$ 200
SKED	1	\$ 1,000	\$ 1,000
Thermal Imaging Camera	1	\$ 9,000	\$ 9,000
Light-weight aluminum Stokes	break- away titanium	\$ 1,100	\$ 1,100
Stokes Wheel- REM	hand brake equipped	\$ 1,100	\$ 1,100
Air Monitors:			
Carbon Monoxide	6	\$ 273	\$ 3,874
5 Gas	6	\$ 1,648	\$ 14,279
Area Monitor	1	\$ 15,000	\$ 15,000
Tempest Fan	1	\$ 4,380	\$ 4,380
Tempest Fan batteries	2	\$ 300	\$ 600
Medical:			
Rad 57 Monitors	2	\$ 6,000	\$ 12,000
Back Boards	3	\$ 150	\$ 450
Traction Splints	2	\$ 500	\$ 1,000
Flat	2	\$ 500	\$ 1,000
Scoop	1	\$ 300	\$ 300

General cost sheet:

**EQUIPMENT FOR AMBULANCE**

Proposed Items	Quantity	Cost	Total
Auto Extrication:			
Battery Operated set			
Cutters	1	\$ 10,163	\$ 10,163
Spreaders	1	\$ 9,300	\$ 9,300
Ram	1	\$ 7,300	\$ 7,300
Sawzall	1	\$ 350	\$ 350
Door Jamb Base	1	\$ 300	\$ 300
Battery Charging Station	1	\$ 350	\$ 350
Rescue 42	1	\$ 2,000	\$ 2,000
Cribbing	1set	\$ 250	\$ 250
Step Chocks	1set	\$ 800	\$ 800
Lock- out Kit	1	\$ 200	\$ 200
Carry-All	1	\$ 150	\$ 150
Portable light / Generator	1	\$ 1,500	\$ 1,500
Glass Master			
Door Jamb Base			
Safety:			
Cones	5	\$ 35	\$ 175
Electronic flares	5	\$ 100	\$ 500
ICS Vests	1 set	\$ 250	\$ 250
Ballistic helmets	4	\$ 250	\$ 1,000
Ballistic Vests	4	\$ 500	\$ 2,000
Coolers	2	\$ 250	\$ 500
Hi-VIS Jackets	2	\$ 350	\$ 700
Medicines:			
Rx	1 set	\$ 1,000	\$ 1,000
Controlled	1 set	\$ 2,500	\$ 2,500
Durable medical equipment:			
Airway Adjuncts-	1 set	\$ 500	\$ 500
Laryngoscopes and Blades	1 set	\$ 3,500	\$ 3,500
ET Tubes	1 set	\$ 1,200	\$ 1,200
Secondary airways	1 set	\$ 1,200	\$ 1,200
IV therapy adjuncts:	1 set	\$ 4,000	\$ 4,000
CPR Machine	1	\$ 12,000	\$ 12,000
<b>TOTAL</b>			<b>\$202,051</b>

# KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT GRANT POLICY, PROCEDURES, GUIDELINES AND FORMS

## 1. Scope and Application

These materials constitute the Kingsburg Tri-County Health Care District's ("**District**" or "**KTHCD**") grant policy, procedures, guidelines and mandated forms (the "**Policy**") for grant applications and grant awards, except in awards involving less than an aggregate of \$10,000 if the District's governing Board of Directors ("**Board**") expressly finds, based upon substantial evidence, good cause to waive to any degree the requirements and/or procedures found herein without substantially compromising the objectives and goals of this Policy. The Board shall not regularly waive the requirements and procedures of this Policy, particularly where full compliance is reasonably achievable in the absence of extraordinary circumstances. This Policy is intended to apply prospectively only to all new grant awards and shall not apply to grant awards which were previously approved by the Board, even if any such prior grants award has not been fully disbursed.

Grant awards shall be for any purpose allowed by state law, including to provide assistance in the operation of free clinics, diagnostic and testing centers, health education programs, wellness and prevention programs, rehabilitation, aftercare and any other health care services provider, groups and organizations, which are necessary for the maintenance of good physical and mental health in the communities served by the District. This also includes providing assistance in the operation of, one or more health facilities or health services, including, but not limited to: outpatient programs, services, and facilities; retirement programs, services, and facilities; chemical dependency programs, services and facilities; or other health care programs, services and facilities and activities at any location within or outside of the District, for the benefit of the District and the people served by the District. For purposes of this Policy, "health services and programs" refers to these and all other services and programs which can lawfully be funded by the District.

The amount of each grant awarded will, in part, be based upon the amount of funds available to the District for such purposes at the time of the grant award. The District shall not disburse any grant funds without a written grant agreement having been duly approved and signed by both the grantee and the District. The District may at any time withdraw any grant award without cause before a written grant agreement is signed by the grantee and the District.

## **2. Policy Review and Approval**

This Policy, adopted by Board of Directors resolution, will be reviewed biennially by the Board of Directors or designated committee to ensure it remains current and complies with all applicable laws. It is the intention of the Board that any modifications to this Policy will be reviewed and approved by the Board, unless otherwise directed by the Board in writing. Any and all modifications to this Policy must be adopted by Board resolution.

## **3. Objectives and Goals**

This Policy is intended to comply with section 32139 of the California Health and Safety Code and to accomplish each of the following objectives:

- A. Improve access to health services and programs, enhance the health of the community and improve health knowledge and education of residents of the District at little, no or reduced cost to them.
- B. Attracting highly qualified grant applicants.
- C. Ensuring a sufficient nexus between the allocation of grant funding and the health care mission of the District.
- D. Implementation of a sufficient process to ensure awarded grant funding is spent consistently with the grant application and the health care mission of the District.
- E. Build sufficient capacity in local organizations which are effective in responding to the health needs within the District.
- F. Ensure compliance with all applicable federal and state laws.

## **4. Overview of Grant Application and Award Process**

Unless another deadline is set by action of the Board, each year in January the Board shall approve a list of needed health services and programs which grant applicants can focus upon in applying for grant funding. Additionally, or alternatively, the Board may at any time solicit proposals for any specific health services and programs by issuing a Request For Proposals with additional and/or

different requirements than those specified within this Policy. In approving a list of needed health services and programs, the Board shall consider all oral and written input received from the District's residents prior to and during the meeting at which the list is approved, including any District survey results, if any, advisory committee recommendations and publicly available information and statistics.

Each year, May 1 or, if that date occurs on a weekend or legal holiday, the first business day thereafter, shall be the deadline for the District to actually receive grant applications for the health services and programs identified by the Board, if any, or other health services and programs which the applicant desires to have funded. This shall also be the deadline for the District to receive all proposals in response to any Request For Proposals issued and posted at least thirty (30) days prior to the deadline, if no deadline is specified. Responses to each Request For Proposals must also be accompanied by, or be submitted in the form of, a formal grant application, unless otherwise indicated within the Request For Proposals. For any Request For Proposals issued less than thirty (30) days before the grant application deadline, if no deadline is specified, then the deadline for the District's actual receipt of an applicant's proposal and grant application shall be the later of the deadline subsequently set by the District (if any) or thirty (30) days after issuance or, if that deadline date occurs on a weekend or legal holiday, the first business day thereafter. Applications received after the deadline shall be discarded or returned unless the Board in its sole and absolute discretion waives the untimeliness.

The Board shall act on grant applications within June of each year, unless the Board takes action to set a different schedule or to extend the time within which to act on applications. The Board may at any time, for all or any particular grant application(s), require or waive an oral and/or in-person presentation to the Board by the grant applicant, as a prerequisite to acting upon their grant application. Each grant awarded shall be for one or more fiscal years, which shall coincide with the District's fiscal year which begins each July 1.

Notification of grant awards shall be made by both U.S. mail and either email or facsimile. Notification by email or facsimile shall be deemed received by the grantee on the first business day after successful transmission. No later than ten (10) business days after receipt of written notification of an award of grant funds, the grantee must agree to the terms of, and duly sign, the District's grant agreement in the form attached to this Policy as **APPENDIX B**. If the grantee does not timely agree to the terms of the grant agreement within **APPENDIX B**, the grantee shall be deemed to have waived their grant award, the District shall not be authorized to distribute any grant funds to that grantee and may reconsider any other grant application for a grant award. Any written request by a grantee to

renegotiate any of the terms of **APPENDIX B** shall be deemed an immediate voluntary waiver of the grantee's grant award, unless the District's Board expressly grants relief from such waiver.

The Board is the final authority in determining the amount of funding to be provided and therefore the amount of grant funding awarded may be more or less than that requested in any application.

## **5. Selection Criteria and Process**

The Board is the final authority in accepting the eligibility of applicants for grant assistance. Grant applications will be reviewed by the Board or its designee, which may include a Board committee and/or consultant, who shall initially consider: the amount of funding as it relates to the scope of the health service or program proposed; the most cost-effective use of District resources; and the probable impact of the proposed health service or program. This initial review shall be undertaken for the purpose of making recommendations to the Board who shall make a final decision in its sole and absolute discretion based upon these and other relevant criteria. The additional criteria which must be considered both in formulating initial recommendations to the Board and by the Board in making a final decision shall include but is not limited to:

- A. Competence and Commitment:** Whether the applicant has demonstrated a record of sufficient competence and capacity to address identified health needs, including a strong commitment of service to the residents of the District.
- B. Scope of Service or Program:** The anticipated number of individuals to be served and volume of services to be provided, including the degree to which the health service or program will focus on underserved populations, address health disparities and achieve particular types of health needs identified by the District during the present grant cycle, if any.
- C. Measurability of Results:** Whether the service or program includes elements which document metrics and other information which can be utilized to evaluate the service or program, including use of evaluative tools such as surveys, case management forms and registries.
- D. Budget:** Whether the applicant included detailed and realistic budget based upon known costs, including actual quotes from third-party providers of goods, services and facilities.

- E. Matching Funds:** The amount of matching funds the applicant will commit for the health service or program proposed.
- F. Other Sources of Funding:** Whether the applicant has other sources of funding (e.g. grant and operational) available for the health service or program proposed.
- G. Sustainment of Service or Program:** Whether the applicant has or can develop reliable sources of future revenues in order to sustain the health service or program proposed on an ongoing basis and with less or no further funding from the District. Except in particular cases where the Board has otherwise approved a specific resolution to the contrary, the District does not provide long-term, permanent, annual or recurring grant funding for any health service or program. Therefore, grant applicants who have the financial and organizational potential to sustain a project after the District's funding has ended will tend to have a greater chance of being awarded grant funding.
- H. Corporate Status:** Whether the grant applicant is a governmental entity, non-profit corporation or for-profit organization. Grant funds shall not be awarded to foreign corporations, individuals and unincorporated or unregistered associations or entities. Entity status must be in good standing with state and local governments. For-profit organizations shall not qualify for grant funding unless they are a sole-source for a particular health service or program which is in significant demand within the District or can clearly demonstrate that they can provide a desired health service or program at a significantly lower cost than their non-profit and government competitors.
- I.** Whether the applicant and/or the proposed health service or program is or will be integrated with a public or private provider network within the District.
- J. Nature of Service or Program:** Whether the grant will focus on direct health services or educational programs.
- K.** Whether the grant funding will be used to supplement or provide operating support for the provision of health services and programs, as opposed to use for capital costs (of another governmental agency).

- L. Other factors which may be raised by the public or other Board members prior to the Board reaching a decision on the grant application.

## **6. Prohibited Uses of Grant Funds**

Grant funds awarded by the District must not be used for any of the following:

- A. Capital Improvements:** Non-profit and other private grantees shall not use any grant proceeds to fund construction of improvements to real property, including major fixtures. Only governmental entities who received a grant award may use grant funding for capital improvements provided that the facilities are and remain publicly owned and the grantee agrees to record appropriate real property covenants, conditions and restrictions which prohibit the sale or transfer of any interest in that real property to any private person or entity and restricts the use of the real property for purposes other than those identified within the grant application and award, for an appropriate period of time not less than twenty-five (25) years.
- B. Matching Funds:** Grant funds awarded by the District shall not be used as matching funds for other grants unless all of the funding from the other grant(s) shall be expended entirely within the boundaries of the District.
- C. Administrative Costs:** To pay for cost of administration of the grant, including any outside audit which might be required, exceeding ten percent (10%) of the total grant award.
- D. Supplanting Existing Funds From Any Source:** The District prohibits recipients of District grant funds from replacing federal, state, local or their own funds with District grant funds. Existing funds for health services and programs and its activities must not be displaced by District grant funds and reallocated for other organizational expenses. However, supplementing, that is, adding District grant funds to what is available in federal, state, local or grantee funds, is acceptable. The District reserves the right to expressly waive this restriction in its sole and absolute discretion.
- E.** Lobbying or other direct or indirect expenditure for activities which support, advocate or influence any election.
- F.** Awards to private or corporate grant-making foundations.
- G.** Awards to start or increase an endowment fund.

- H. To satisfy or otherwise retire a previously incurred debt.
- I. Purely scientific or non-trial research.
- J. Grants for religious activities. This does not preclude organizations from applying for grant funding for qualifying non-religious health services and programs.
- K. Other activities which the District specifies in a grant award letter or grant agreement.

## **7. Contents of Grant Applications**

Each applicant for District grant funding must submit an application which includes but is not limited to the District's standard grant application form found in **APPENDIX A** to this Policy. All sections of the application form must be completed. Any attachments must be referenced or incorporated into the application form.

Each grant application shall be reviewed by the District to determine whether it provides the information and documentation required by this Policy. At a minimum, each grant application must include:

- A. Basic Background:** A brief description of the applicant's organization including a list of the members of its governing body, officers and an organization chart which shows all affiliates and the internal management structure of the applicant. An "affiliate" includes: (i) a corporation which directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with the applicant (such as a subsidiary, parent or sister corporation); and (ii) each partnership in which the applicant, or any affiliate of the applicant, is a partner. For non-profits, a copy of the organization's formal tax-exemption determination letters from the Internal Revenue Service ("**IRS**") and the California Franchise Tax Board must be included.
- B. Other Affiliations:** A list of all affiliations with for-profit entities, if any. "Affiliation" means an association or working relationship between the applicant and any for-profit entity for the provision of services by, for or on behalf of the applicant. An affiliation under this Policy does not include donations and other voluntary contributions (whether monetary or in-kind)

to the applicant, or the provision of routine support services, such as utilities, purchase of routine supplies, banking or financial services by commercial banks or lenders, accounting or legal services, or commercial leases of space or equipment.

- C. Collaborator Statements:** Letters of commitment from each and all other organizations which intend to collaborate on the proposed health services or program, including their statements of organizational, financial and/or staff commitments.
- D. Amount Requested:** The amount of grant funding requested.
- E. Existing Services/Programs:** A brief summary of the existing services and programs provided by the applicant.
- F. Proposed Service/Program:** A description of the service or program proposed by the grant applicant, including its primary goals and objectives.
- G. Past and Future Budgets and Financials:** The total budgeted operational and capital costs for the health service or program for the preceding year, audited financial statements for the preceding year, a projected budget for the year which is in progress and a proposed budget for those portions of the health service or program to be funded with any portion of an award of District grant funding. All operational and capital uses of grant funds must be identified.
- H. Annual Audit Report:** A copy of the applicant's most recent independent audit (including management letters) and, for non-profits, the most recent IRS Form 990.
- I. Grant Period:** Each grant application must have a proposed grant period within which grant funds would be expended, though the actual term of a grant award may vary from that period, including a timetable for the payment and use of grant proceeds which takes into account anticipated changes in the grant program, if any, during the grant period. For example, if the proposed service or program involves minor children who attend public schools which do not have summer sessions, the impact of that change should be anticipated.
- J. Signature:** Certification that the applicant has entirely read this Policy and the standard grant agreement attached as **APPENDIX B**, agrees to the terms and conditions in both and, if awarded a grant, will execute the

standard grant agreement once it is finalized with the details of the grant award.

## **8. Grant Conditions**

Each award of District grant funds is subject to the following conditions and any failure to satisfy any of them shall entitle the District to both withhold future disbursements of grant funding and the return of all grant funding already disbursed:

- A. Non-Discrimination:** Each applicant and grantee must not engage in any form of discrimination which inconsistent with its tax-exempt status (if applicable) or with federal, state and local civil rights laws and ordinances.
- B. Corporate Status:** Maintain in good standing the same tax-exempt, public agency or other corporate status which is noted in the grant application during the entire grant period.
- C. Permits, Licensing and/or Registrations:** Maintain all required governmental registrations, licenses, permits and approvals for the grantee's organization, staff and health services or program during the grant application process and throughout the entire grant period.
- D. Attribution:** Each grantee must comply with the District's attribution requirements for grant funds, which is attached to the standard grant agreement attached as **APPENDIX B**.
- E. Operations:** Implement the grant funded health service or program in a manner designed to avoid or reduce duplication of effort and in the manner described by in the grant application and grant award.
- F. Other Conditions:** Based upon the type of grantee, the nature of the health service or program funded or other relevant factors, the District may impose other and/or additional special written conditions on any grant.

## **9. Reporting Requirements**

Grantees must cooperate in efforts undertaken by District to evaluate grantee effectiveness and use of the grant funds, which in some cases may include a grantee's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of grantee's staff by the District,

usually when grant funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

Each grantee must submit to the District interim reports and a final report, including narrative information and full financial accounting of the expenditure of all of the grant funds, according to the report schedule set forth in the grant agreement within **APPENDIX B**. All grantee reports shall become the property of District.

A certification must be signed by the chief executive officer or chief operations officer of the grantee certifying compliance, during the reporting period, by the grantee with all of the terms of the grant agreement between the grantee and the District.

# **APPENDIX A**

**GRANT APPLICATION**

**PLEASE COMPLETE AND RETURN WITH REQUIRED DOCUMENTATION AND INFORMATION  
REQUIRED UNDER THE DISTRICT'S GRANT POLICY, PROCEDURES AND GUIDELINES**

Provide the following information for the grant applicant and for all partnering and/or subcontracting entities, if any. Use a separate attachment or page for each item below, as necessary, to fully describe information required. Please indicate "See Attachment" where appropriate.

Applicant: \_\_\_\_\_

Subject of Request: \_\_\_\_\_

Intended Use of Funds in Detail: \_\_\_\_\_

Describe how intended use of funds will further delivery of health services within the District: \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_ Grant Period: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ (City) (State) (Zip)

Individual Accountable For Funds:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Years in business: \_\_\_\_\_ Number of employees: \_\_\_\_\_

Business Licenses, Certifications or Registrations #: \_\_\_\_\_

By signing below, the undersigned hereby certifies under penalty of perjury that: (1) the information contained within this this application is true and correct to the best of my personal knowledge, information and reasonable belief; (2) the grant applicant has read and is familiar with all of the District's grant policies, procedures and guidelines; (3) the grant applicant hereby waives each and all claims and right(s), if any exist, to in any form appeal or otherwise legally challenge each and all decisions of the Kingsburg Tri-County Health Care District pertaining to this grant application; and (4) the governing body of the grant applicant has duly authorized me to sign this grant application.

Printed Name: \_\_\_\_\_ Signed \_\_\_\_\_ (date) \_\_\_\_\_ Total pages attached \_\_\_\_\_

## **APPENDIX B**

### **GRANT AGREEMENT**

#### **I. INTRODUCTION**

**THIS GRANT AGREEMENT** (“**Agreement**”), is entered into between the KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT, referred to as “**DISTRICT**,” and the \_\_\_\_\_, referred to as “**GRANTEE**,” with reference to the following:

#### **II. RECITALS**

A. WHEREAS, the DISTRICT is a California local health care district organized and existing pursuant to Health and Safety Code §§ 32000 *et seq.*;

B. WHEREAS, the GRANTEE is corporation...;

C. WHEREAS, the GRANTEE operates a full-time...;

D. WHEREAS, the DISTRICT and GRANTEE desire to and hereby incorporate the requirements, terms and conditions of the DISTRICT’s grant policy and grant award into this Agreement;

E. WHEREAS, the DISTRICT’s Board of Directors has determined that a grant of DISTRICT funds to GRANTEE for \_\_\_\_\_ (“**Program**”) is necessary for the continuation of adequate emergency health services within the DISTRICT, and has approved a grant to the GRANTEE in the total amount of \_\_\_\_\_ **U.S. dollars** (\$\_\_\_\_\_.00 USD) for the Program (the “**Grant**” and “**Grant Funds**”); and

F. WHEREAS, the DISTRICT and the GRANTEE intend to now enter into this Agreement in order to provide the terms under which the DISTRICT will fund the GRANTEE’s Program, which would provide health services or programs to the public, including residents of the DISTRICT.

**ACCORDINGLY, IT IS AGREED:**

#### **III. SPECIFIC TERMS**

##### **1. PURPOSE:**

Grant Funds must be used solely for the Program, which is specified within **EXHIBIT A**. If the grant was awarded for equipment, then the GRANTEE must utilize and maintain said equipment in a reasonable manner and not intentionally abuse or damage it. Unless said equipment is no longer functioning, is beyond reasonable repair or is beyond its useful life expectancy, said equipment may not be gifted or sold for less than fair market value, unless traded-in, to a vendor/dealer of the same or similar equipment, in connection with the receipt of reasonable credited toward the purchase of new or upgraded replacement equipment. If said equipment is sold, transferred or destroyed within five (5) years or less after Grant Funds were expended on it, GRANTEE shall notify DISTRICT of such fact, in writing, within twenty (20) business days.

The Grant Funds received by GRANTEE must be used by GRANTEE strictly in accordance with the terms of this Agreement, including the grant purpose, project objectives and budget specified in this Agreement, if any. GRANTEE must maintain books and records which segregate and account for the Grant Funds separately. All expenditures made in furtherance of the purpose(s) of the Grant Funds provided under this Agreement must appear on those books and records. GRANTEE must keep invoices, receipts, vouchers and other reliable records to substantiate all expenditures of Grant Funds.

No Grant Funds may in any way be used for the purpose of: (i) any other program or purpose by the GRANTEE or any capital improvements or other capital expenditures for the Program or the GRANTEE; (ii) influencing legislative or administrative decisions of any governmental body or for the support of any political campaign; or (iii) any activity or decision which constitutes a violation of any law or regulation applicable to the Program or the GRANTEE.

**2. TERM:** This Agreement shall become effective as of the date of the final party signature below and shall expire on \_\_\_\_\_, unless otherwise terminated as provided in this Agreement.

**3. SCOPE OF GRANT SERVICES, PROGRAM OR EQUIPMENT FUNDED:** See attached **EXHIBIT A**

**4. PAYMENT OF GRANT FUNDS:** Grant Fund payments will be made by the DISTRICT to GRANTEE according to the schedule set forth in attached **EXHIBIT B**.

**5. LIMIT OF COMMITMENT:** Unless otherwise approved by the DISTRICT's Board, this Grant shall be a one-time grant by the DISTRICT, and is non-renewable. Nothing in this Agreement shall preclude GRANTEE from making application to the DISTRICT for any future grant funds which may become available from the DISTRICT. GRANTEE will not be entitled to priority

or special consideration by the DISTRICT in connection with future grant applications solely because of the fact that Grant Funds were awarded under this Agreement.

**6. RETURN OF UNEXPENDED GRANT FUNDS:** The parties agree that ownership of Grant Funds which are not expended within one hundred eighty days (180) after disbursement by the DISTRICT to the GRANTEE shall automatically revert back to the DISTRICT at that point and, while they remain in the custody of GRANTEE, they are held solely in trust by GRANTEE for the sole benefit of the DISTRICT. The parties further agree that said Grant Funds must be returned within twenty (20) business days after the expiration of the aforementioned expenditure deadline.

**7. REDUCTION/REIMBURSEMENT OF GRANT FUNDS:** The parties agree that the DISTRICT may reduce, suspend or terminate to any degree the payment or amount of the Grant Funds provided hereunder if the DISTRICT determines, in its sole and absolute discretion, that GRANTEE did not use, or is not using, the Grant Funds for the purpose(s) awarded hereunder nor satisfying the objectives of the Grant. GRANTEE hereby expressly waives any and all claims against the DISTRICT for damages which may arise from the termination, suspension or reduction of the Grant Funds awarded hereunder by the DISTRICT. GRANTEE further agrees to immediately reimburse all Grant Funds received from DISTRICT if the DISTRICT determines that any such Grant Funds were not utilized by GRANTEE for their intended purpose.

**8. OTHER FUNDING SOURCES:** If requested by the DISTRICT, the GRANTEE must make information available to DISTRICT, within a reasonable period of time set by DISTRICT, pertaining to other funding sources or collaborators for the GRANTEE Program or services which receive any of the Grant Funds.

**9. EVALUATION/OUTCOMES REPORTING:**

GRANTEE must cooperate in efforts undertaken by DISTRICT to evaluate GRANTEE's effectiveness and use of the Grant Funds, which in some cases may include GRANTEE's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of GRANTEE's staff by the DISTRICT, usually when Grant Funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

GRANTEE must submit to DISTRICT interim reports and a final report, including narrative information and full financial accounting of the expenditure of all of the Grant Funds, according to the report schedule set forth in this Agreement. All GRANTEE reports shall become the property of DISTRICT. Report forms and

guidelines provided by the DISTRICT, if any, must be utilized by GRANTEE, otherwise the GRANTEE's report must, at a minimum, contain the following information (if applicable):

- (i) How the Grant Funds were used, with documentation of the expenditure of Grant Funds.
- (ii) Pertinent data regarding:
  - (A) progress in achieving the objectives of the grant; and
  - (B) attainment of the goals set forth in the timetable for the use of the Grant Funds.
- (iii) The status of the Program to which Grant Funds were expended, including:
  - (A) the financial performance of the Program; and
  - (B) the availability of public and private funding or other assistance for the long-term viability of the Program; and
  - (C) the intended use of remaining Grant Funds, if any.
- (iv) A signed certification from the chief administrator or chief operations officer of the GRANTEE, certifying the accuracy of the report and certifying the GRANTEE's compliance, during the reporting period, with the terms of this Agreement.

Any payments scheduled for release subsequent to the due date of a report shall be held by DISTRICT until the report has been submitted and approved. DISTRICT in its discretion may also require an audit of the program or project which utilized Grant Funds, which may include the review of programmatic as well as financial records. The expense of any such discretionary audit undertaken by DISTRICT will be borne by DISTRICT. Any other audit(s) which may be expressly required under this Agreement, if any, shall be at the expense of the GRANTEE.

**10. WRITTEN REPORT SCHEDULE:** An interim and final reports must be made by GRANTEE to DISTRICT before the scheduled deadlines below. Failure to submit reports when due may be cause for immediate termination of this Agreement and thereupon any portion of the Grant Funds, which have been received by the GRANTEE, shall be returned to the DISTRICT upon the DISTRICT's request. Reports must be approved by the governing body of the GRANTEE and must include relevant activity and information, which has not already been reported to the DISTRICT, occurring since the signing of this

Agreement or the last interim report, whichever is later. The deadlines for submitting interim and final reports shall be no later than:

Interim Report(s): Quarterly (Jan. 1; Apr. 1; Jul. 1; and Oct. 1), required until the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article

Final Report: Thirty (30) business days after the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article.

**11. ATTRIBUTION:** GRANTEE agrees to comply with the DISTRICT's attribution requirements for the Grant Funds, which is attached hereto as **EXHIBIT C**.

**12. GRANT ANNOUNCEMENTS AND PUBLICITY:** Any written announcement or other publicity related to the Grant, which is prepared by GRANTEE, shall be first submitted to the Chair of the DISTRICT's governing Board for review and approval and, if prepared by the DISTRICT, shall be first submitted to the chief administrator or chief operations officer of the GRANTEE for review and approval which shall be deemed to have been issued after five business days if no written response has been provided. Any announcements and publicity must not indicate or otherwise imply in any way that the DISTRICT endorses the GRANTEE or its programs unless expressly approved by the governing body of the DISTRICT.

**13. OTHER OBLIGATIONS:** In authorizing the execution of this Agreement, the governing body of GRANTEE accepts legal responsibility to ensure that the Grant Funds provided by DISTRICT are allocated solely for the purpose for which the Grant was intended. GRANTEE agrees to become knowledgeable of the requirements of this Agreement and to be responsible for compliance with its terms. The parties agree that in no event shall DISTRICT be legally responsible or liable for GRANTEE's performance or failure to perform under the terms of this Agreement. GRANTEE agrees that DISTRICT may review, audit and/or inspect each GRANTEE Program which receives Grant Funds under this Agreement, for compliance with the terms of this Agreement.

#### **IV. GENERAL TERMS**

**14. INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that GRANTEE will perform all activities or services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the GRANTEE or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.

(b) GRANTEE agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT.

(c) Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of GRANTEE to assure compliance with this Agreement.

**15. COMPLIANCE WITH LAW:** GRANTEE shall undertake all activity required hereunder in accordance with all applicable federal, state and local laws, regulations and directives including, without limitation, the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the “**HIPAA regulations**”). With respect to GRANTEE’s employees, GRANTEE shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers’ compensation insurance and discrimination in employment. GRANTEE confirms to DISTRICT that the GRANTEE has fully complied with all applicable federal, state and local laws, regulations, rules and directives related to DISTRICT’S award of the Grant Funds to GRANTEE for use in the Program.

**16. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the City of Kingsburg, California.

**17. RECORDS AND AUDIT:** GRANTEE shall maintain complete and accurate records with respect to the activities, services rendered, if any, and the costs incurred under this Agreement. In addition, GRANTEE shall maintain complete and accurate records with respect to each and all payments to employees, contractors and vendors made with any Grant Funds. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, GRANTEE shall make such records available within the City of Kingsburg, California to DISTRICT’S auditor and to the same’s agents and representatives, for the purpose of auditing and/or copying such records for a period of no less than five (5) years from the date of final payment under this Agreement. GRANTEE shall comply

with all applicable laws and, if GRANTEE is a local public entity, shall comply with the most recent edition of the Local Government Records Management Guidelines of the California Secretary of State as applicable.

**18. CONFLICT OF INTEREST:**

(a) GRANTEE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code §§ 1090 et seq., and the Political Reform Act, Government Code §§ 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including GRANTEE for this purpose, from making any decision on behalf of DISTRICT in which such officer, employee or consultant/GRANTEE has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/GRANTEE participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on GRANTEE or any business firm in which GRANTEE has an interest, with certain narrow exceptions.

(b) GRANTEE agrees that if any facts come to its attention which raise any questions as to the applicability of conflict-of-interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

**19. INSURANCE:** Prior to approval of this Agreement by DISTRICT, GRANTEE shall file with the Secretary of the DISTRICT evidence of the required insurance as set forth in **EXHIBIT D** attached.

**20. INDEMNIFICATION:** GRANTEE shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising in any way from, or in connection with, the performance by GRANTEE or its agents, officers and employees under this Agreement, GRANTEE's use of any equipment funded in whole or in part under this Agreement and/or for GRANTEE's receipt and use of Grant Funds from DISTRICT. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**21. TERMINATION:**

(a) Without Cause: DISTRICT will have the right to terminate this Agreement without cause by giving ten (10) business days of prior written notice

of intention to terminate pursuant to this provision, specifying the date of termination.

(b) With Cause: This Agreement may be terminated by DISTRICT should the GRANTEE:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement, or
- (6) material misrepresentation, either by GRANTEE or anyone acting on GRANTEE's behalf, as to any matter related in any way to DISTRICT's decision to provide Grant Funds to GRANTEE, or
- (7) other misconduct or circumstances which, in the discretion of the DISTRICT, either impairs the ability of GRANTEE to competently perform the activities and/or services (if any) funded under this Agreement, or expose the DISTRICT to an unreasonable risk of liability, or;
- (8) Upon any change of ownership of the GRANTEE which has not been approved by the DISTRICT, provided that such approval shall not be unreasonably withheld so long as the surviving entity agrees to satisfy the obligations of the GRANTEE under this Agreement. A "change of ownership" shall include any merger by the GRANTEE with any other person or entity, any acquisition of all or substantially all of the assets or operations of the GRANTEE or any conversion or other change in the corporate status of the GRANTEE.

Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject

to offset, or to make any reports of pre-termination contract activities. Where GRANTEE's funding hereunder has been terminated by the DISTRICT, said termination will not affect any rights of the DISTRICT to recover damages against the GRANTEE.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the DISTRICT may immediately suspend performance by GRANTEE, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by GRANTEE to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**22. SUBJECT TO FUNDING:** If funding for this Agreement is derived from any state or federal grant or funds, or property tax revenues, the DISTRICT reserves the right to reduce the level of funding hereunder to match reduced levels of state, federal or property funding to DISTRICT, or at the DISTRICT's option, DISTRICT may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

**23. NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**DISTRICT:**

Board Chairman  
**KINGSBURG TRI-COUNTY HEALTH  
CARE DISTRICT**  
1425 Marion Street  
Kingsburg, California 93631  
559-897-5841  
559-897-8645 fax

**With A Copy To:**

Michael L. Farley, District Counsel  
**FARLEY LAW FIRM**  
108 West Center Avenue  
Visalia, California 93291  
559-738-5975  
559-732-2305 fax

**GRANTEE:**

**With a Copy To:**

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the

date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**24. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of GRANTEE and GRANTEE's employees and no part of this Agreement may be assigned or subcontracted by GRANTEE without the prior written consent of DISTRICT.

**25. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

**26. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

**27. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

**28. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity, other than a party hereto, with any enforceable legal or equitable benefit, right or remedy.

**29. WAIVERS:** The failure of DISTRICT to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by DISTRICT of either performance or return of grant funds in lieu thereof shall not be considered to be a waiver of any preceding breach of the Agreement by the other GRANTEE.

**30. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**31. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the

Agreement to either party is lost, the Agreement may be terminated at the option of the party whose material benefit(s) is adversely affected. In all other cases the remainder of the Agreement shall continue in full force and effect.

**32. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**33. ASSURANCES OF NON-DISCRIMINATION:** GRANTEE shall not discriminate in employment or in the provision of its services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

**34. ATTORNEYS' FEES:** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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//  
//

**GRANTEE:**

APPROVED AS TO FORM:

\_\_\_\_\_, President (date) \_\_\_\_\_  
General Counsel or Deputy (date)

ATTEST:

\_\_\_\_\_  
, Board Clerk (date)

**DISTRICT:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Arlie Rogers, Board President (date) \_\_\_\_\_  
District General Counsel (date)

ATTEST:

\_\_\_\_\_  
Judy Bibb, Board Secretary (date)

**EXHIBIT A**

**HEALTH SERVICE OR PROGRAM  
EQUIPMENT TO BE GRANT FUNDED**

The GRANTEE shall furnish the following services or program, or if the grant is for equipment, then GRANTEE shall either purchase or restore, rebuild or upgrade (“**upgrade**”) the following equipment used for health services or programs:

	<b>HEALTH SERVICE OR PROGRAM, EQUIPMENT (include make, model, etc.)</b>	<b>DATE</b>	<b>COST Not to Exceed</b>
1.			\$
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

**EXHIBIT B**  
**SCHEDULE OF PAYMENTS**

In accordance with the terms of this Agreement, the DISTRICT shall disburse the following payment(s) to the GRANTEE:

	<b>DATE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
1			
2			
3			
4			
5			

**EXHIBIT C**  
**GRANT ATTRIBUTION REQUIREMENTS**

1. Attribution Wording

Attribution for DISTRICT-funded programs or equipment shall be as follows:  
“Made possible by funding from Kingsburg Tri-County Health Care District” or  
“Funded by Kingsburg Tri-County Health Care District”.

2. Written References to Particular DISTRICT-Funded Equipment

All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999 must include the attribution wording.

3. Promotional Materials

District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999.

4. Media Materials and Activities

Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District’s program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage

Use of the DISTRICT’s logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at GRANTEE’s request thereafter. Graphic standards for logos

shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the administration office of the DISTRICT.

6. Photograph Consent

GRANTEE must permit photography of DISTRICT-funded programs or equipment to be taken by any DISTRICT-designated photographer at DISTRICT's expense, and consents to usage of such photographs on DISTRICT's website and other materials designed to inform and educate the public about the DISTRICT.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

GRANTEE must provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance of the Agreement by the GRANTEE, its agents, representatives, employees or subcontractors, if applicable.

**A. Minimum Scope & Limits of Insurance**

1. Coverage at least as broad as Commercial General Liability Insurance of one million dollars (\$1,000,000) combined single limit per occurrence. If the annual aggregate applies it must be no less than two million dollars (\$2,000,000).
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000 (unless expressly waived by DISTRICT's Risk Manager).
5. Work and Materials Insurance (if applicable).
  - a. For up to twenty-five thousand dollars (\$25,000) for any loss on contracts for remodeling, renovation, alterations or maintenance of existing buildings.
  - b. For 100% of the contract value for all bridge construction and new construction up to two hundred thousand dollars (\$250,000). See District Manager for construction over \$250,000.

**B. Specific Provisions of the Certificate**

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must satisfy the following requirements:
  - a. Name the DISTRICT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by DISTRICT shall be excess.

c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

a. Waiver of Subrogation: “[GRANTEE] waives all rights against the DISTRICT and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers’ compensation and employer’s liability insurance.”

#### C. Deductibles and Self-Insured Retentions

The DISTRICT’s District Manager must approve in writing any deductible or self-insured retention that exceeds one hundred thousand dollars (\$100,000).

#### D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the DISTRICT or its District Manager or designee.

#### E. Verification of Coverage

Prior to approval of the agreement for this Project by the DISTRICT, the GRANTEE shall file with the Board Secretary, certificates of insurance with original endorsements effecting coverage in a form acceptable to the DISTRICT. The DISTRICT reserves the right to require certified copies of all required insurance policies at any time.