



GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT

STATE OF CALIFORNIA • OFFICE OF GOVERNOR GAVIN NEWSOM

CALIFORNIA COMMUNITY REINVESTMENT GRANTS PROGRAM

GRANT AGREEMENT

This California Community Reinvestment Grants Program Grant Agreement (“Agreement”) is by and between Humboldt County Department of Health and Human Services (“Grantee”) and the California Governor’s Office of Business and Economic Development (“GO-Biz”), hereinafter jointly referred to as the “Parties” or individually as the “Party.” Unless otherwise specified in this Agreement, all definitions, rules, guidelines, and requirements specified in the California Community Reinvestment Grants Program Fiscal Year 2021-22 Grant Solicitation (“Grant Solicitation”) issued on August 16, 2021, shall apply to this Agreement. The identification number for this Agreement is **CalCRG-2022-1748**.

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. **Authority.** This Agreement is authorized and entered into pursuant to California Revenue and Taxation Code section 34019(d), in which GO-Biz is authorized to provide grants to Local Health Departments and Community-based Nonprofit Organizations to support job placement, mental health treatment, substance use disorder treatment, system navigation services, legal services to address barriers to reentry, and linkages to medical care for communities disproportionately impacted by past federal and state drug policies.
2. **Grant Term.** The performance period of this Agreement shall be from the later of June 1, 2022, or the date this Agreement is fully executed by the Parties, through May 31, 2025. Any costs incurred prior to or after the grant term are ineligible for reimbursement.
3. **Grant Award.** Conditioned upon the requirements set forth in this Agreement, GO-Biz shall provide Grantee a grant award for the term of this Agreement of up to a maximum of four hundred fifty thousand dollars (\$450,000.00). In no event shall GO-Biz be obligated to pay any amount in excess of the maximum grant award. Grantee waives any and all claims against GO-Biz and the State of California for any costs that exceed the maximum grant award.
4. **Grant Scope/Description.** Grantee is a Local Health Department whose mission is to empower people to believe in and achieve their career goals. In consideration for the grant award and in accordance with Exhibit A (“Budget”), Exhibit B (“Work Plan”), and the Grant Solicitation, Grantee agrees to provide job placement and system navigation services in Humboldt County, California, for those disproportionately impacted by past federal and state drug policies.
5. **Eligible Costs.** Costs eligible for reimbursement must be necessary and reasonable for proper and efficient administration of the commitments contemplated in this Agreement, and be in accordance with the Work Plan, Budget, and Grant Solicitation. Only cost items identified in the Budget will be reimbursed. Unless otherwise approved by GO-Biz in writing prior to incurring the expense, reimbursement for travel, including mileage, and per diem expenses shall be at the rates established by the California Department of Human Resources and available on its website at www.calhr.ca.gov. No travel outside of the State of California shall be reimbursed without prior written approval from GO-Biz. All ineligible costs identified in the Grant Solicitation shall apply to this Agreement.
6. **Subcontractors.** No amount of the grant award may be used to subcontract any of the commitments contemplated in this Agreement to another entity or person, unless such amount is specifically identified as a subcontracted expense in the Budget.

- 7. Equipment.** Equipment identified in the Budget may only be used by Grantee for the purposes for which GO-Biz approved its acquisition, without regard to the grant term. Grantee may not dispose of equipment purchased with, either in whole or in part, the grant award within five (5) years after its purchase unless approved in writing by GO-Biz. For equipment with a fair market value of five thousand dollars (\$5,000.00) or greater at the time of disposition, the time period in the prior sentence shall be increased to ten (10) years.
- 8. Invoicing and Payments.** Grantee shall submit invoices to GO-Biz for reimbursement of eligible costs in accordance with the Budget at least once every three months, but no more than once per month. Invoices shall be submitted to GO-Biz via the online California Community Reinvestment Grants Program portal located at www.CalCRG.business.ca.gov. Supporting documentation must be submitted with each invoice to verify Grantee's expenditures. Supporting documentation includes, but is not limited to, payroll records, receipts, mileage logs to document miles traveled, and/or other documents that identify the payee, amount, purpose of payment, and proof of payment/electronic funds transferred to substantiate the request for reimbursement. GO-Biz will pay properly submitted, undisputed invoices in accordance with, and within the time specified in, Chapter 4.5 of the Government Code, commencing with section 927. If at any time, including after payment of a submitted invoice, GO-Biz determines that the documentation/invoices submitted are inadequate or include ineligible costs for reimbursement, GO-Biz reserves the right to recapture such funds if the Grantee cannot, within thirty (30) calendar days of notice from GO-Biz, remedy the inadequate documentation/invoices. If Grantee does not remedy the inadequate documentation/invoices, Grantee shall remit the outstanding amount to GO-Biz within thirty (30) calendar days of GO-Biz's notice and demand for payment.
- 9. Funding Contingency Clause.** The funding for this Agreement is allocated pursuant to California Revenue and Taxation Code section 34019(d). Grantee agrees that GO-Biz's obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to GO-Biz. If there is insufficient funding, GO-Biz shall have the option to either: 1) terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment with Grantee to reduce the grant award and scope of services to be provided under this Agreement.
- 10. Reporting Requirements.** Grantee shall submit quarterly performance reports to GO-Biz to document its progress in achieving its commitments contemplated in this Agreement and in accordance with the Work Plan. Grantee shall also submit a final performance report after the end of the grant term. Grantee shall use the quarterly performance report template and the final performance report template available at www.business.ca.gov/CalCRG. Each quarterly report and the final report shall be due in accordance with the chart below notwithstanding whether or not Grantee completed its commitments contemplated in this Agreement before the end of the grant term.

Period	Report Due Date
June – August 2022	September 30, 2022
September – November 2022	December 31, 2022
December – February 2023	March 31, 2023
March– May 2023	June 30, 2023
June – August 2023	September 30, 2023
September – November 2023	December 31, 2023
December – February 2024	March 31, 2024
March– May 2024	June 30, 2024
June – August 2024	September 30, 2024
September – November 2024	December 31, 2024
December – February 2025	March 31, 2025
March– May 2025	June 30, 2025
Final Report	July 31, 2025

- 11. Records Retention.** Grantee agrees to maintain and preserve all records relative to this Agreement for three (3) years after the end of the grant term. GO-Biz reserves all rights to obtain and audit such records during the grant term and the three (3) years after the end of the grant term in accordance with Paragraph 12.
- 12. Audit.** The books, accounts, files, and other records of Grantee which are applicable to this Agreement shall be made available for inspection, review, and audit during normal business hours by GO-Biz and its representatives to verify proper use of the grant award in accordance with the Grant Solicitation, this Agreement, the Work plan, and the Budget. If, during an inspection, review, or audit, GO-Biz finds inadequate or missing documentation regarding use of the grant award, GO-Biz reserves the right to recapture inappropriately expended funds if the Grantee cannot remedy the inadequate or missing documentation. Grantee shall remit the outstanding amount to GO-Biz within thirty (30) calendar days of GO-Biz's notice and demand for payment.
- 13. Termination of Agreement Without Cause.** This Agreement may be terminated without cause upon thirty (30) calendar days written notice by either Party, or at any time upon mutual written agreement of the Parties. Once the thirty (30) calendar days have elapsed after issuance by either Party of the notice of intent to terminate the Agreement, the Agreement is terminated, and Grantee must cease all grant-related work and may not incur grant-related costs or expend any grant funds. GO-Biz will not reimburse costs or approve invoices for expenditures incurred after the Agreement is terminated.
- 14. Termination of Agreement for Material Breach.** This Agreement may be terminated upon action, or inaction by Grantee that constitutes a material breach of this Agreement. A material breach includes, but is not limited to, substantial alteration of the Work Plan, refusal or inability to complete the commitments contemplated in this Agreement, and failure to timely complete and submit the invoices, reports, and documentation required under this Agreement. GO-Biz will notify Grantee in writing if it intends to terminate the Agreement pursuant to this section and provide Grantee an opportunity to cure the breach within thirty (30) calendar days. Upon receipt of a notice of intent to terminate the Agreement, Grantee must cease all grant-related work and may not incur grant-related costs or expend any grant funds unless approved in writing by GO-Biz. GO-Biz will not reimburse costs or approve invoices for expenditures after the notice of intent to terminate the Agreement, unless such expenditures are specifically approved in writing by GO-Biz prior to Grantee incurring the expenditures. If the Grantee is successful in curing the breach or breaches specified by GO-Biz in the notice, GO-Biz will notify Grantee in writing that they may continue work pursuant to this Agreement.
- 15. Assignment.** This Agreement is not assignable by Grantee, either in whole or in part, without the consent of GO-Biz in the form of a written amendment.
- 16. Amendment.** This Agreement may be amended or modified only in writing and signed by the Parties.
- 17. Grantee – Representations and Warranties.** Grantee represents and warrants that:

 - (a) It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - (b) It is not a party to any agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein.
 - (c) If a Community-based Nonprofit Organization, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and state of California tax-exempt status.
 - (d) All of the information in its grant application and all materials submitted to GO-Biz are true and accurate.
 - (e) It understands and agrees it is not eligible to apply for a subsequent grant from the California Community Reinvestment Grants Program until all of the following conditions have been met:

 - One (1) year has elapsed since this Agreement was fully executed.

- Grantee has demonstrated it expended at least fifty (50) percent of the grant funds awarded pursuant to this Agreement, as evidenced by invoices submitted to **AND** approved by GO-Biz prior to the Phase 1 Application deadline for the applicable grant opportunity.

- 18. Nondiscrimination.** Grantee shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran and military status, drug addiction, and alcoholism.
- 19. Union Activities.** Grantee acknowledges that Government Code section 16645.2 applies to this Agreement. Pursuant to Government Code section 16645.2, Grantee certifies that none of the grant award will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, it shall maintain records sufficient to show that no portion of the grant award was used for those expenditures. Grantee shall provide those records to the Attorney General upon request.
- 20. Media Release.** Grantee may elect to issue a press release related to this Agreement, but any release shall be approved by GO-Biz in writing prior to such release. Such approval shall not be unreasonably withheld.
- 21. Indemnification/Warranty and Disclaimer/Limitation of Liability.** Grantee shall defend, indemnify, and hold GO-Biz and its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from this Agreement due to Grantee's breach of this Agreement, or the result of Grantee's negligence or willful misconduct. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, GO-BIZ, ITS AGENTS OR EMPLOYEES, BE LIABLE TO GRANTEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT.
- 22. Force Majeure.** If by reason of force majeure Grantee's performance hereunder is delayed or prevented, then the performance by Grantee may be extended for the amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond Grantee's control which would excuse Grantee's performance as a matter of law.
- 23. Notice of Force Majeure.** Grantee agrees to provide GO-Biz written notice of an event of force majeure under this Agreement within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
- 24. Integration.** Unless otherwise specified in this Agreement, all definitions, rules, guidelines, and requirements specified in the Grant Solicitation issued on August 16, 2021, shall apply to this Agreement. Notwithstanding the application of the Grant Solicitation, this Agreement (including the exhibits hereto and any written amendments hereof executed by the Parties) constitutes the entire Agreement between the Parties related to this grant award and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the grant award described herein.
- 25. Notice.** Within thirty (30) calendar days of the effective date of this Agreement, Grantee shall notify GO-Biz, in writing, of the name, address, phone number, and email of its primary and secondary contact persons for future communication relating to this Agreement. In addition, Grantee agrees to immediately inform GO-Biz of any changes to the name, address, phone number, and email of its primary and secondary contact persons and their replacement(s) if they should separate from the Grantee. Unless otherwise specified in this Agreement, any notice required or permitted to be given under this Agreement to GO-Biz shall be emailed to CalCRG@gobiz.ca.gov.

- 26. Ambiguities.** Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the negotiation, drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
- 27. Necessary Acts, Further Assurances.** The Parties shall at their own cost and expense execute and deliver any further documents and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.
- 28. Sections and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 29. Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- 30. Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 31. Severability.** If any portion of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such portion shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- 32. Governing Law and Consent to Jurisdiction.** This Agreement will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

Remainder of the page is intentionally left blank. Signature page immediately follows.

Governor's Office of Business and Economic Development

By:  DocuSigned by:
William Koch
0905430306D342E...

Name: Will Koch

Title: Deputy Director

Date: May 11, 2022 | 20:24 PDT

Grantee

Humboldt County Department of Health and Humans Services

By:  DocuSigned by:
Connie Beck
9E2DE8E63B00457...

Name: Connie Beck

Title: Director - Department of Health and Human Services

Date: May 11, 2022 | 17:32 PDT

Exhibit A Budget

GRANTEE'S NAME:		County of Humboldt			
TOTAL GRANT AMOUNT REQUESTED:		\$450,000			
Direct Costs					
DESCRIPTION	ITEM DETAILS				TOTAL
A. Personnel Classifications	Annual Wage	Annual Benefits	% of Time Classification will be Used	No. of Months Classification will be Used	
Senior Vocational Counselor	\$ 63,770.00	\$ 31,560.00	25.0%	36	\$ 71,497.50
Vocational Counselor II	\$ 61,473.00	\$ 28,923.67	10.0%	36	\$ 27,119.00
Vocational Counselor II	\$ 52,078.00	\$ 30,328.00	25.0%	36	\$ 61,804.50
					\$ -
					\$ -
Personnel Classifications Subtotal:					\$ 160,421.00
B. Employee Training (Training Title)		Cost per Employee	No. of Employees Receiving Training		
					\$ -
					\$ -
Employee Training Subtotal:					\$ -
C. Equipment and Materials					
C.1A Equipment		No. of Items	Cost per Item	Purchase/Lease	Useful Life of Item
					\$ -
					\$ -
C.1B Equipment Subject to 50% Rule		No. of Items	Cost per Item	Purchase/Lease	Useful Life of Item
					\$ -
					\$ -
C.2 Materials		Description	Purchase Cycle	No. of Cycles	Cost
Education/Training Supplies	Tools, supplies and office supplies needed for Helping Humboldt Activities		Regular Yearly Purchase	3	\$ 5,000.00
					\$ -
					\$ -
Equipment and Materials Subtotal:					\$ 15,000.00
D1. Other Direct Costs not Identified Above		Cost per Unit	Number of Units		
On the Job Training - \$1,600.00 per week x 60 weeks - (5 Participants)		\$ 1,600.00	60		\$ 96,000.00
Work Experience - \$3,200.00 per week x 50 weeks - (5 Participants)		\$ 3,200.00	50		\$ 160,000.00
					\$ -
					\$ -
D2. Other Direct Costs not Identified Above Subject to 50% Rule		Cost per Unit	Number of Units		
					\$ -
					\$ -
Other Direct Costs Subtotal:					\$ 256,000.00
Indirect Costs (May not exceed 17% of total funding)					
Indirect Costs					\$ 18,579.00
Direct Costs Total					\$ 431,421.00
Indirect Costs as Percentage of Amount Requested					4.13%
GRAND TOTAL					\$ 450,000.00

Exhibit B Work Plan

Job Placement				
<p>Goal: A total of 60 participants will receive intensified workforce services through the County of Humboldt's Employment Training programs. Intensified services can include a variety of job readiness services, case management supports, access to the direct work skills program Helping Humboldt and, if needed, subsidized employment. Of this total, 30 will receive subsidized employment opportunities and 15 will secure unsubsidized employment, allowing for 45 individuals to enter the workforce. All services provided will enhance ease of access into the workforce.</p>				
Activity <i>(What are the main activities performed to accomplish the goal?)</i>	Deliverable <i>(What is the quantifiable/measurable performance target for each activity?)</i>	Evidence of Completion <i>(What documentation will be produced that verifies the activity was completed?)</i>	Frequency <i>(How frequently does this activity occur during the grant term?)</i>	Timeline <i>(When will progress begin on this activity, and when will it be completed?)</i>
<p>Utilization of job readiness services, Career Planning/Labor Market Research: participants may attend job readiness workshops, employer panels, career planning with vocational counselors, job retention supports, researching local labor market trends and individualized computer lab appointments. Participants will utilize at least 3 job readiness supports before being eligible for training options or subsidized employment.</p>	<p>60 participants will utilize ET's job readiness services.</p>	<p>Sign-in sheets, data management tracking systems, participant case notes.</p>	<p>Ongoing</p>	<p>June 2022 – May 2025</p>

Case Management/ Individual Employment Plan (IEP): participants will have customized employment plans, be comprehensively assessed for employment readiness and provided general case management supports.	60 participants will complete IEPs.	Individual employment plans, participant case notes, enrollment forms, data management tracking systems	Monthly and as needed	June 2022 – May 2025
Participants will utilize the Helping Humboldt training program.	60 participants will utilize the training.	An evaluation will be utilized to determine and document successful completion. Participant case notes, sign-in systems.	Ongoing; once per client	June 2022 – May 2025
Placements in subsidized employment in Work Experience or On the Job Training upon successful completion of Helping Humboldt training program.	30 participants will be placed in subsidized employment.	Contracts, participant case notes, job offer letters, payroll records.	5 WEX and 5 OJT will be made each fiscal year.	June 2022 – May 2025
Participants obtain unsubsidized employment through work with their case managers and job-readiness activities.	15 participants will obtain unsubsidized employment.	Data management tracking systems, participant case notes, job offer letters, payroll records.	Ongoing; 6 placements each year	June 2022 – May 2025

System Navigation Services

Goal: A total of 60 participants will be screened for needs to determine appropriate resources and assist participants in advancing their social, economic, physical, and emotional well-being. Of these, 30 individuals will acquire reentry services needed to successfully reenter the workforce.

Activity <i>(What are the main activities performed to accomplish the goal?)</i>	Deliverable <i>(What is the quantifiable/measurable performance target for each activity?)</i>	Evidence of Completion <i>(What documentation will be produced that verifies the activity was completed?)</i>	Frequency <i>(How frequently does this activity occur during the grant term?)</i>	Timeline <i>(When will progress begin on this activity, and when will it be completed?)</i>
Resource Identification and Referral: assess participants for resource and referral needs and aid populations to understand and use available entitlement benefits.	60 participants will be assessed for resource and referral needs.	Needs will be documented in each participant individualized employment plan, participant case notes, and entitlement applications.	Ongoing	June 2022 – May 2025
Initial Screening/Needs Appraisal for appropriateness of enrollment and initial needs	30 individuals will be screened.	Data management tracking systems, participant case notes.	After initial referral to program	June 2022 – May 2025
Reentry Services: may include obtaining a driver license, ID or social security card; assistance opening bank accounts, housing, substance abuse supports; enrollment in college; immigration services	30 participants will receive reentry services.	Right-to-work documents, applications, and other pertinent documents to be scanned into participant's file. CalSAWS will be the primary reporting system used.	Ongoing	June 2022 – May 2025