

LAKE COUNTY OFFICE OF EDUCATION  
Office of the Superintendent

**Certification of Grant Terms and Conditions by Governing Body  
Grant Agreement with Redbud Health Care District  
RFA 2017-0006**

**ISSUE**

Approval of Certification of Compliance of Grant Terms and Conditions with Redbud Health Care District (RFA 2017-0006)

**BACKGROUND/PREVIOUS BOARD ACTIVITY**

- Grant Agreement for RFA 2014-000 was reviewed and approved at LCOE Board meeting on June 19, 2013
- Grant Agreement for RFA 2013-0001 was reviewed and approved at LCOE board meeting on September 12, 2012

**DISCUSSION**

The funding received from the Redbud Health Care District allows Healthy Start to provide greatly needed health, education and welfare services to the students and families in the Konocti and Middletown School Districts. Healthy Start has two days reserved (Thursday and Friday) at the Clearlake Family Dental Clinic at St Helena Health in which our transporter and Middletown family advocate pick up 5 children from each of the school sites to take to the dentist. These are students that were identified to have dental needs through the school dental screenings provided in collaboration with the OH project. Children are assisted in obtaining necessary medical services such as immunizations, monthly med checks, head lice abatement as well as necessary specialty medicine out of county. Healthy Start sites provide a family resource center environment where families can come to get assistance with basic needs such as hygiene, clothing, school supplies, food and parenting support. Families can also receive support overcoming barriers that prevent good school attendance and progress in school including issues with the child welfare system and or legal system. Sites provide student support groups addressing self esteem, grief and loss to bullying. In the 2105-16 school year the combined enrollment for Konocti and Middletown School Districts was 5096. Healthy Start Served 2079, in other words 40.8% of the student population was supported by Healthy Start service ranging from giving them a food bag to driving them to UCSF for an MRI. (See attached service report)

**FISCAL, STAFFING, AND FACILITIES**

The funding received from the Redbud Health Care District will support the staffing listed below, as well as travel/conference and operational costs for the seven Healthy Start sites.

- .40 FTE Site Supervisor (Pomo School)
- .50 FTE Site Supervisor (Lower Lake Elementary)
- .15 FTE Site Supervisor (Lower Lake High)
- .35 FTE Site Supervisor (East Lake/Carle)
- .40 FTE Site Supervisor (Burns Valley School)
- .45 FTE Family Advocate (Pomo School)
- .60 FTE Family Advocate (Middletown)
- .60 FTE Transporter (All Sites)

**SUPERINTENDENT'S RECOMMENDATION**

The County Superintendent of Schools recommends approval of Certification of Compliance of Grant Terms and Conditions with Redbud Health Care District (RFA 2017-0006).

*Report prepared by: Ana Santana*



## GRANT AGREEMENT

for

**RFA 2017-0006**

This GRANT AGREEMENT (“Agreement”) is entered into as of July 22, 2016 by and between REDBUD HEALTH CARE DISTRICT, a California local health care district (“District”) and LAKE COUNTY OFFICE OF EDUCATION (“Grantee”).

### RECITALS

- A. The District is organized under the Local Health Care District Law (Health and Safety Code 32000, et seq.) and, as one of its purposes, operates to promote the provision of health care in the community for the benefit of the District residents.
- B. The Local Health Care District Law authorizes health care districts to support community health care programs, including providing assistance or making grants to nonprofit provider groups and clinics in the community, when such support or grants are directly or indirectly necessary for the provision of adequate health services in the District.
- C. The Grantee is a nonprofit organization and is the current administrator of the Healthy Start Program conducted in the Pomo Elementary, Burns Valley Elementary, Lower Lake High, Konocti Education Center, Lower Lake Elementary, Highlands Academy, East Lake and Middletown Schools. Healthy Start is a proven system of integrated service delivery which meets the health care, social/emotional, academic and basic needs of children and families in a cost-effective, yet sensitive way. The continuation and enhancement of the Southshore Healthy Start has established an efficient, effective vector for health and wellness services throughout the Konocti Unified School District and Middletown Unified School District.
- D. The Grantee has submitted a Request for Assistance to the District (RFA 2017-0006) requesting one hundred ninety thousand dollars (\$190,000.00) in funding for the program.
- E. The District Board has determined that the provision of grant funds for the program is necessary for the continuation of adequate health care services in the District, and has approved a one hundred ninety thousand dollar (\$190,000) grant to the Grantee for the program (the “Grant” and “Grant Funds”).



- A. Maintain the Program in the manner described in the Request for Assistance and as agreed herein.
  - B. Maintain its nonprofit, tax exempt status.
  - C. Maintain all required licenses, permits and approvals required for the Program.
  - D. On request of the District, provide copies of its basic corporate operating documents (such as annual independent audit, IRS Form 990 and any applicable licenses) for the fiscal years during the Grant Period.
  - E. Comply with all laws, regulations and other governmental orders applicable to the Grantee and the Program with respect to discrimination in employment practices and the provision of services by the Grantee.
4. **Special Grant Conditions** Grantee shall submit written reports to the District on the use of the Grant Funds and the Program.
- A. The reports shall include the following:
    - a. The use of Grant Funds, with documentation of the expenditure of Grant Funds for the Program.
    - b. Pertinent data regarding the Program, including:
      - (i) progress in achieving the objectives of the Program as set forth in the Request for Assistance; and
      - (ii) attainment of the goals set forth in the timetable for the use of the Grant Funds, as set forth in the Request for Assistance.
    - c. The status of the Program, including:
      - (i) the financial performance of the Program; and
      - (ii) the availability of public and private funding or other assistance for the long-term viability of the Program; and
      - (iii) the intended use of remaining funds, if any.

- d. A certification from the Director of the Grantee certifying the compliance of the Grantee during the reporting period with the Basic Grant Conditions set forth in Section 3 (Basic Grant Conditions) and with the terms of the Agreement.
    - B. Grantee shall provide a 6 month report and an annual report to the District no later than two months after the end of fiscal year 2017, on the items set forth in Section 4.A, above.
    - C. In addition, if all funds are not expended during fiscal year 2017, Grantee shall provide a final report to the District no later than two months after expenditure of any remaining funds, on the items set forth in Section 4.A, above.
5. **Limit of Commitment** Unless otherwise approved by the District 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 that may be available from the District, provided, however, that the Grantee will not be given priority or entitled to special consideration by the District due to this Grant.
6. **Independent Status** This Agreement is made by the District and the Grantee solely as a funding arrangement, and is not intended, or shall it be construed, to create a relationship of agent, servant, employee, partnership, joint venture or association as between the parties. This District shall not exercise control in any manner over the provision of services or care by the Grantee and shall not be considered a provider of services through this Agreement. Grantee shall bear full responsibility for the quality and delivery of its services and the performance of its personnel. All personnel performing services for the Grantee, whether or not compensated in whole or in part with any portion of the Grant Funds, shall be for all purposes employees and contractors solely of Grantee and not of the District.
7. **Insurance and Indemnification**
  - A. **Insurance** During the Grant Period, Grantee shall maintain at its expense programs of insurance covering its operations. Upon request by the District, Grantee shall provide the District evidence of such insurance coverage.
  - B. **Indemnification** Grantee shall indemnify, defend and hold harmless the District, its Board members, agents and officers from and against any liability, claims or expense (including attorney's fees) of any nature whatsoever arising

from or connected with Grantee's operations or its services, including any claims, liability or other expense arising out of the acts or omissions of Grantee in connection with its employees, contractors or other personnel.

8. **Miscellaneous**

A. **Termination of Grant** The District shall have the right to terminate the Grant, as follows:

- a. Upon thirty (30) days prior written notice for material breach of the terms of this Agreement as specifically described by the District in the written notice to Grantee, unless the material breach is cured within twenty (20) days of the notice.
- b. Immediately, at the discretion of the District, upon the occurrence of any of the following:
  - (i) failure of Grantee to maintain compliance with any of the Basic Grant Conditions described in Section 3 (Basic Grant Conditions).
  - (ii) upon any filing of bankruptcy by the Grantee or any appointment of a receiver of the Grantee.
  - (iii) upon any change of ownership of the Grantee that has not been approved by the District, provided that such approval shall not be unreasonably withheld so long as the surviving entity agrees to continue the Program and meet the obligations of the Grantee as set forth in this Agreement. A "change of ownership" shall be defined as any merger by the Grantee with any other corporation or other 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.
- c. Upon receipt of information that a Grantee, or any director, officer or management level employee of the Grantee, is (i) indicted or is otherwise the target of any governmental criminal investigation or enforcement action (whether or not related to the Grant or the Program); (ii) the subject of any governmental civil investigation or enforcement action, or of any published or other public report alleging or finding any impropriety related to the operations of the Grantee (whether or not related to the Grant or the Program),

the District may terminate the Grant on thirty (30) days' prior written notice, provided that the Grantee shall be first afforded an opportunity to respond to the allegations or findings at a public meeting of the District Board to review the allegations or findings.

- B. **Revision of Grant Funds** Grant funds that are not expended during the Grant Period shall revert to the District, and shall be paid within thirty (30) days after the expiration or earlier termination of the Grant Period. In the event the District terminates the Grant under Section 8A on the grounds that Grantee has expended Grant Funds in violation of Section 2 (Use of Grant Funds), Grantee shall immediately refund to the District an amount equal to that portion of the Grant Funds that were expended in violation of Section 2 (Use of Grant Funds).
- C. **Grant Announcements and Publicity** Any written announcement or other publicity related to the Grant prepared by Grantee shall be first submitted to the President of the District Board for review and approval, and if prepared by the District, shall be first submitted to the Director of the Grantee for review and approval. Any announcements and publicity shall not state or imply in any way that the District has endorsed the Grantee, the Program or any other programs of the Grantee.
- D. **Books and Records** Grantee shall maintain books and records of the Grant Funds and its uses of the Grant Funds, and shall make such books and records available for inspection and reproduction during the normal business hours of the Grantee. The District shall have the right to conduct an audit of Grantee's books (at District expense) for the sole purpose of and limited to the verification of the expenditure of Grant Funds and Grantee's performance under this Agreement, provided, however, that any audit by the District shall not be conducted prior to a review of the annual independent audit of Grantee submitted to the District under Section 3 (Basic Grant Condition).
- E. **Audit Exceptions** If the Grantee is found by the Redbud Health Care District to have expended funds provided under this Agreement for any purpose or purposes other than those specifically provided herein, or if Grantee otherwise fails to comply with the terms and conditions of this Agreement, Grantee will reimburse Redbud Health Care District in an amount equal to such expenditures.
- F. **Nondiscrimination in Employment** In the performance of the work authorized under this Agreement, Grantee shall not discriminate against any worker because



of race, creed, color, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or age (over 40).

- G. **Attorney's Fees and Costs** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
  
- H. **Entire Agreement** This Agreement shall contain the entire understanding of the parties with respect to the Grant, and supersedes all prior agreements as between the parties with respect to the subject matter hereof. No alteration or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. The failure of the District to exercise its rights in connection with any breach or violation of any covenant, condition or term of this Agreement shall not be deemed to be a waiver of such covenant, condition or term, any subsequent breach thereof or of any other covenant, condition or term of this Agreement.
  
- I. **Severability** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
  
- J. **Assignment** Grantee may not assign this Agreement without express consent of the District.
  
- K. **Survival** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. All covenants contained herein shall survive the expiration or termination of this Agreement.
  
- L. **Notices** Any notice given under this Agreement shall be personal delivery or by certified mail, postage prepaid, addressed to the other party at the following addresses:

If to District	Redbud Health Care District Attention: President, Board of Directors P.O. Box 4667 Clearlake, CA 95422
----------------	---

If to Grantee                      Brock Falkenberg  
   Superintendent of Schools  
   Lake County Office of Education  
   1152 South Main Street  
   Lakeport, CA 95453

Notice shall be deemed delivered as of date of mailing or personal delivery,  
whichever is earlier.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date  
first written below.

**REDBUD HEALTH CARE DISTRICT**

By \_\_\_\_\_ By \_\_\_\_\_  
Susan Burton, President, Board Chair      Allen Gott, Treasurer, Board Member

Date \_\_\_\_\_ Date \_\_\_\_\_

**LAKE COUNTY OFFICE OF EDUCATION**

By \_\_\_\_\_ By \_\_\_\_\_  
Brock Falkenberg,                                      Anna Santana Program Director  
Superintendent of Schools

Date \_\_\_\_\_ Date \_\_\_\_\_