

## **Agreement for Medi-Cal Capacity Grant**

This agreement is entered into in order to specify the terms and conditions under which Central California Alliance for Health (the Alliance) agrees to provide funds (Grant) through the Alliance Medi-Cal Capacity Grant Program (Program) to the County of Monterey on behalf of the Health Department – Clinic Services Bureau (Grantee).

### **Recitals**

*Whereas*, the Alliance has established the Program to offer grants to health care providers and community organizations to support efforts that advance the Alliance mission to provide timely access to quality health care services and to increase Medi-Cal capacity in the Alliance's service area;

*Whereas*, the Program will focus the provision of available funds in the areas of provider capacity, behavioral health and substance use disorder services, and high utilizer support resources for medically fragile Alliance members; and

*Whereas*, the Alliance has made a decision to award funds to Grantee based on the application submitted by Grantee for a Grant under the Program;

*Now Therefore*, the Alliance and Grantee agree that all funds awarded as a Grant under the Program shall be subject to the terms and conditions of this Agreement.

1. Statement of Services. The "Statement of Services" is attached hereto and hereby incorporated into this Agreement as Exhibit 1-a (Provider Recruitment); 1-b (Equipment Purchase); and/or 1-c (Practice Coaching), and sets forth the services to be provided by Grantee under this Agreement. Additional Statements of Services may be subsequently added and incorporated into this Agreement by mutual agreement of the parties. The Statements of Services shall be referred to collectively as "Exhibit 1" throughout, regardless of the type of grant that is being funded. The terms of this Agreement shall apply to the use of all types of Grants for which grant funds are being provided by the Alliance.

2. Incorporation of Grant Request. The Grantee represents that all information contained in the original grant application is true, accurate and complete in all material respects. Grantee further agrees that it will notify the Alliance promptly of any material change in information submitted in the original grant application, including any significant change in contract status for the provision of Medi-Cal services, organizational leadership or contact information.

3. Amount and Purpose of Grant. The amount of the Grant shall be set forth in Exhibit 1 in consideration of and on condition that the sum be expended only for the purposes of carrying out the Statement of Services in Exhibit 1. Grantee shall use any and all funds provided through the Grant solely as set forth in Exhibit 1. Unless specifically provided in this Agreement or in Exhibit 1, no part of the Grant may be used to fund administrative services or other operating expenses of the Grantee, even if those services are utilized to support the services set forth in Exhibit 1. No part of the Grant may be used to fund expenses related to lobbying or political action by the Grantee. To the extent that Grantee is unable to use any part of the Grant funds as set forth in the Statement of Services, Grantee shall notify the Alliance and return any funds that

have not been or cannot be expended as provided in Exhibit 1. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Statement of Services in Exhibit 1. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement unless specifically provided for in the terms of Exhibit 1-a.

4. Payment Schedule. The schedule for the payment of the Grant is set forth in Exhibit 1.

5. Payment Documentation. The timing, scope and format of the documentation that Grantee shall provide to the Alliance to request Grant funds, is set forth in Exhibit 1. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Grant funds, either before or after use by Grantee, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Grantee, including but not limited to those of sections 1, 3, and 6.

6. Books and Records. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Grant and to make them available to the Alliance, the State of California, the United States Department of Health and Human Services or the Comptroller General of the United States, or otherwise required by law, for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following termination or completion of the Grant. Grantee agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

7. Grant Announcements. Any materials used to advertise, announce or otherwise inform the public, including individuals served by Grantee, of the receipt of the Grant provided for hereunder shall describe the Grant and the services funded by the Grant accurately, and in a way that conforms to the description of the scope of services set forth in Exhibit 1. Any such materials that mention or include information about the Alliance shall not be published or in any other way communicated without the prior written approval of the Alliance. Any such materials that mention or include information about the Alliance shall refer to the health plan as Central California Alliance for Health, or the Alliance.

8. Legal Compliance. Grantee agrees that the Grant award and the payment of Grant funds by the Alliance pursuant to this Agreement is conditioned on Grantee's continuing compliance with all applicable requirements of federal and California law related to Grantee's participation in the Medi-Cal program. Grantee shall notify the Alliance immediately in the event that Grantee or any employee or agent of Grantee whose employment was in part financed using Grant funds is suspended or excluded from participation in any state or federal health care program, including Medi-Cal or Medicare.

9. Term and Termination.

- a. This Agreement shall be effective on the date of Grantee's signature set forth below. The effective date of any specific Grant provided for in Exhibit 1 shall be

the date set forth in the Exhibit, such that there may be multiple effective dates with respect to Exhibits 1-a, 1-b and/or 1-c. This Agreement shall remain in effect so long as any Statement of Services in Exhibit 1 is in effect, and in any event shall terminate no earlier than one year after the date of the last payment made to Grantee or on Grantee's behalf under this Agreement.

- b. Grantee may rescind this Agreement at any time prior to the issuance of first payment by the Alliance pursuant to Exhibit 1. After issuance of payment, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
- c. The Alliance may terminate this Agreement if Grantee (i) fails to comply with the terms of this Agreement; (ii) terminates its agreement to participate in the Alliance provider network or Medi-Cal program for any reason, including without cause; or (iii) ceases accepting new Medi-Cal patients prior to reaching assigned capacity or otherwise materially curtails its operations as a provider. In the event that the Alliance has approved multiple Grants submitted by Grantee, the Alliance has the discretion to terminate this Agreement or Exhibit 1 with respect to any or all of the Grantee's Grants.
- d. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Grantee ceases operations or in the event of Grantee's insolvency, which insolvency shall be considered to have occurred when Grantee makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Grantee's ability to carry out the Statement of Services in Exhibit 1. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments already made prior to Grantee's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Grantee's general creditors or for any purpose other than as specifically set forth in Exhibit 1.

10. Effect of Termination. In the event of termination, this Agreement and its Exhibits shall terminate and have no further force or effect with respect to either party as of the effective date of termination established in writing, except that all obligations arising or accruing prior to termination, including use or return of Grant funds, shall be performed in accordance with the terms of the Agreement in effect as of the date such obligations arose or accrued and shall survive termination. In the event that the Alliance terminates this Agreement only with respect to a specific Grant, this Agreement shall remain in effect for any other Grant for which a Statement of Services is attached hereto under Exhibits 1-a, 1-b and/or 1-c. The provision of sections 6, 7, 11, 12 and 13 of this Agreement shall remain in effect for any occurrences arising out of performance of the Agreement prior to termination.

## 11. Remedies.

- a. Grantee shall return to the Alliance any Grant funds that Grantee cannot document that it has used to carry out the scope of services provided for in Exhibit 1.
- b. In the event Grantee fails to complete the full scope of services that are to be carried out over the course of time as contemplated in Exhibit 1, Grantee may be required to return any Grant funds that it has already received under this Agreement, even if such funds were properly used. Grantee's specific obligation to return funds is provided for in Exhibit 1.
- c. In addition to any other provision of this Agreement, if the Alliance determines, at its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited failure to provide documentation provided for in section 5 hereof, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee or on Grantee's behalf under this or any other grant agreement, and may demand the return of all or part of the grant funds previously received by Grantee or on Grantee's behalf, which Grantee shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

12. Compliance with Services Agreement. If Grantee is a party to services agreement with the Alliance, Grantee shall comply with all of the requirements in such agreement, including any nondiscrimination provisions.

13. Indemnification. Each Party ("Indemnifying Party"), at its own expense, agrees to defend, indemnify and hold harmless the other Party ("Indemnified Party") and any of Indemnified Party's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Indemnifying Party related to any of its obligations performed hereunder, (ii) any breach of Indemnifying Party's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third party rights or any laws or regulations relating to Indemnifying Party's performance of its obligations under this Agreement.

14. Independent Contractors. The parties hereto are independent contractors and neither the Alliance nor Grantee is an agent or employee of the other.

15. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment. This Agreement shall not be assigned by the Grantee either in whole or in part.

18. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or modified, except in writing signed by both parties.

19. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

For the Grantee:

For Central California Alliance for Health:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Ray Bullick

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

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


Director of Health

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

Reviewed as to fiscal provisions

  
Auditor-Controller  
County of Monterey

12715

EXHIBIT 1-a  
PROVIDER RECRUITMENT STATEMENT OF SERVICES

This Exhibit 1-a sets forth the additional terms and conditions that are applicable to Grantees receiving a Provider Recruitment Program grant from the Alliance.

**Purpose of Grant:** Increase provider capacity by recruiting and employing additional health care providers.

**Key Objective:** Expand the number of health care providers available to provide services to Medi-Cal beneficiaries.

**Grantee:** Monterey County Health Department – Clinic Services Bureau

**Grant Summary:**

**Grant #:** 0815-24-MCHD-CS-PR2  
**Services:** Primary Care  
**Provider Type:** Physician  
**Provider Specialty:** Pediatrics  
**Provider Hours:** Full Time  
**Practice Name:** Laurel Pediatric Clinic  
**Practice Location:** 1441 Constitution Blvd., Bldg. 200, Ste. 101, Salinas CA 93906  
**Grant Amount:** The Grant amount shall not exceed **\$150,000**.  
*Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.*

**Grant Summary:**

**Grant #:** 0815-24-MCHD-CS-PR3  
**Services:** Primary Care  
**Provider Type:** Physician  
**Provider Specialty:** Pediatrics  
**Provider Hours:** Full Time  
**Practice Name:** Laurel Pediatric Clinic  
**Practice Location:** 1441 Constitution Blvd., Bldg. 200, Ste. 101, Salinas CA 93906  
**Grant Amount:** The Grant amount shall not exceed **\$150,000**.  
*Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.*

**Grant Summary:**

**Grant #:** 0815-24-MCHD-CS-PR4  
**Services:** Primary Care  
**Provider Type:** Physician  
**Provider Specialty:** Pediatrics  
**Provider Hours:** Full Time  
**Practice Name:** Laurel Pediatric Clinic

**Practice Location:** 1441 Constitution Blvd., Bldg. 200, Ste. 101, Salinas CA 93906

**Grant Amount:** The Grant amount shall not exceed **\$150,000**.

*Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.*

**Term for Identifying and Hiring Provider(s) (hereafter referred to as the "Recruit(s))":**

Grantee shall have a period of nine months from the date of signature, set forth below, in which to make an offer of employment to Recruit and receive the Grant funds as provided herein. If Grantee has not made an offer of employment to a Recruit consistent with the terms set forth herein within the nine month period, this Exhibit 1-a shall terminate of its own accord and Grantee shall no longer be eligible for the payment of any Grant funds hereunder unless the Alliance in its sole discretion extends this Exhibit 1-a, in writing. Exhibit 1-a allows for the payment of grant funds for Recruits hired by Grantee in the period of August 1, 2015 through October 28, 2015.

**Grant Effective Date:** The term of this Grant and Exhibit 1-a shall be effective upon issuance of the first payment by the Alliance provided for in the Payment Schedule of this Exhibit 1-a ("Grant Effective Date"), and shall expire three years after the Grant Effective Date.

**Payment Schedule:** Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Grant Agreement:

Fifty percent of the Grant Amount shall be paid from the Alliance to Grantee within twenty business days of receipt of documentation from Grantee that Recruit has accepted an offer of employment from Grantee. Grantee will complete Provider Recruitment Payment Request Form - Part One provided by the Alliance and submit such form with required documentation verifying provider recruitment expenses to the Alliance in order to request the first payment of grant funds.

Fifty percent of the Grant Amount shall be made to Grantee within twenty business days after the Alliance has approved the credentials of Recruit under its credentialing process to participate in the Alliance's network of providers. In the event that Recruit is a mental/behavioral health, substance use disorder, or dental provider and credentialing is being conducted by another party pursuant to the requirements of the Medi-Cal program or other law, the second payment shall be made upon the Alliance's receipt of documentation from Grantee that Recruit has been credentialed by such credentialing body. Grantee will complete Provider Recruitment Payment Request Form - Part Two provided by the Alliance and submit such form with required documentation verifying provider credentialing to the Alliance in order to request the second payment of grant funds.

**Reporting Schedule: Final Report**

Grantee will submit a final report describing the outcome of the grant. Grantee will submit final report one year from the Grant Effective Date. The Alliance will send notification to Grantee of report due date and reporting template 90 days prior to Grantee report due date. Organizations with overdue reports are ineligible for future funding consideration until the report is submitted.

## ADDITIONAL TERMS AND CONDITIONS

1. **Use of Funds.** Grant funds may only be used for the purpose of paying the recruitment related expenses of a Recruit, as set forth in section 2. These expenses are further limited to amounts that will be actually incurred by either Recruit or Grantee during the first year of Recruit's employment by Grantee for the following types of expenses:
  - a. Salary for the Recruit;
  - b. Sign-on bonus for the Recruit;
  - c. Costs of participation in the Grantee's retirement and benefits package for the Recruit;
  - d. Relocation expenses that are directly attributable to Recruit moving from a residence outside of Santa Cruz, Monterey and/or Merced County to a residence within Santa Cruz, Monterey and/or Merced County. Relocation expenses eligible for grant funds shall *exclude* the purchase or rental by either Recruit or Grantee of furniture, equipment or supplies for office or home use, or the purchase or lease by either Recruit or Grantee of any residential or office space;
  - e. Costs of maintaining professional liability insurance that are attributable specifically to the employment of Recruit;
  - f. Education loan repayment expenses that are owed by Recruit; and
  - g. Fees for professional recruitment agency services that are payable to the agency directly as a result of Grantee's hiring of Recruit.
  
2. **Qualifying Recruits.** Any Grant funds disbursed pursuant to the Grant Agreement and this Exhibit shall be limited to paying expenses associated with a Recruit who meets all of the following qualifications:
  - a. The Recruit must provide professional services as a physician or other health care practitioner at a professional office or clinic location maintained by Grantee in Santa Cruz, Monterey and/or Merced County as stated in Grant Summary above.
  - b. The Recruit must be a licensed practitioner as stated in Grant Summary above, and eligible for credentialing by the Alliance for participation in the Alliance provider network, or, if a mental/behavioral health provider, substance use disorder or dental provider, by an appropriate credentialing body.
  - c. The Recruit must be a new addition to the Alliance provider network in Santa Cruz, Monterey, and/or Merced counties, and must not be a transfer within the Alliance network in any of these counties.



- d. The Recruit must be covered under the Grantee's policy of general and professional liability insurance according to the same terms and conditions that are in force for other physicians or other medical practitioners employed by or under contract with Grantee to provide professional and medical services to patients served by Grantee.

### **3. Other Terms and Conditions; Return of Funds.**

- a. Grantee agrees that its receipt of funds is conditioned on meeting each of the following, and that if these conditions are not met, Grantee shall be required to return Grant funds received hereunder as set forth in section 3.b.
  - i. Recruit shall meet the credentialing criteria established by the Alliance, as applied by the Alliance in its reasonable discretion, or an applicable credentialing body for mental/behavioral health, substance use disorder or dental practitioners, within 180 days of the Grant Effective Date;
  - ii. Grantee shall maintain a contract in good standing with the Alliance for participation in the Alliance provider network for a period of three years after the Grant Effective Date, and/or, in those circumstances where the provision of services to Medi-Cal beneficiaries is arranged through an external entity, maintain a contract in good standing with an external entity for the provision of services to Medi-Cal beneficiaries;
  - iii. Grantee's and Recruit's practice shall be open to existing and new patients who are covered by the Medi-Cal program for a period of three years after the Grant Effective Date and must increase Medi-Cal capacity per Provider Type as follows:
    1. Increase capacity for at least 1,000 Medi-Cal patients, for each Recruit who is a primary care physician; and
    2. Increase capacity for at least 500 Medi-Cal patients for each Recruit who is a primary care non-physician medical practitioner; and
    3. Allocate at least 25% of appointments to Medi-Cal patients for each Recruit who is a specialist, allied, dental, mental/behavioral health, or substance use disorder provider.
  - iv. Grantee agrees that receipt of the second payment of the Grant Amount will result in an automatic increase in the total capacity of members that can be assigned to the Recruit's practice location in the Alliance Information System for primary care providers, pursuant to section 3.a.iii.
- b. In the event that the conditions set forth in 3.a. are not met, Grantee agrees to return Grant funds to the Alliance as follows:

- i. Grantee shall return all Grant funds received from the Alliance within ten business days of receiving a final decision from the Alliance that Recruit does not meet the applicable credentialing criteria or has failed to submit information as reasonably requested by the Alliance or the applicable credentialing body (which time period shall run from the expiration of any appeal process, if undertaken, or the deadline for submitting additional materials as requested by the Alliance or the applicable credentialing body).
- ii. In the event that either Grantee or Recruit terminates their Medi-Cal contract or closes their practice to new Medi-Cal patients, or in the event that Recruit leaves the employment of Grantee (any of which shall collectively be referred to as an "Event") prior to the end of the first year period that begins on the Grant Effective Date, Grantee shall return a percentage of the Grant funds that is equal to: 100% minus 10% multiplied by each 30 day period that elapses after Grant Effective Date. I.e., if the Event occurs in the first 30 days after the Grant Effective Date, Grantee shall return 100% of the funds. If the Event occurs 271 or more days but less than 300 days after the Grant Effective Date, Grantee shall repay an amount equal to 100% of the Grant Funds minus 10% of the Grant Funds multiplied by nine (270/30), or 10% of the Grant Funds. Grantee shall have no responsibility to repay any portion of Grant funds if the Event occurs on or after 300 days after the Grant Effective Date.

- 4. **Reporting.** To enable the Alliance to evaluate the effectiveness of this grant, Grantee shall submit reports to the Alliance no later than the date indicated above. In addition to the required report, the Alliance may contact Grantee mid-course of the grant term to inquire about the status of the grant. Failure to submit these report(s) may disqualify Grantee from receiving future grant funding from the Alliance.
- 5. **Evaluation and Monitoring.** The Alliance may monitor and conduct evaluation of operations under this grant. This may include a visit from Alliance staff to observe Grantee's program, discuss the program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this grant.

Grantee's signature below constitutes agreement to the terms and conditions set forth above.

Grantee Signature	Date
<u>Ray Bullick</u>	
Name	Title

**APPROVED AS TO FORM AND LEGALITY;**

*Hayoulla*  
 DEPUTY COUNTY COUNSEL  
 COUNTY OF MONTEREY

*[Signature]*  
 Auditor-Controller  
 County of Monterey 12-7-15

EXHIBIT 1-b  
EQUIPMENT PURCHASE STATEMENT OF SERVICES

This Exhibit 1-b sets forth the additional terms and conditions that are applicable to Grantees receiving an Equipment Program grant from the Alliance.

**Purpose of Grant:** Increase provider capacity through the purchase of equipment.

**Key Objective:** Increase the resources and capacity of health care practices to meet the health care needs of Medi-Cal beneficiaries.

**Grantee:** Monterey County Health Department Clinic Services Bureau

**Grant Summary:**

**Grant #:** 0815-24-MCHD-CS-E1

**Equipment Type and Quantity:** Barrier-Free Exam Tables with Built-In Scale (1)  
**Practice Name:** Seaside Family Health Center  
**Practice Location:** 1150 Fremont Blvd., Seaside, CA 93955

**Equipment Type and Quantity:** Barrier-Free Exam Tables with Built-In Scale (1)  
**Practice Name:** Alisal Health center  
**Practice Location:** 559 E. Alisal St., Ste. 201, Salinas, CA 93905

**Equipment Type and Quantity:** Barrier-Free Exam Tables with Built-In Scale (1)  
**Practice Name:** Monterey County Health Department – Marina  
**Practice Location:** 3155 De Forest Rd., Marina, CA 93933

**Equipment Type and Quantity:** Pharmaceutical Refrigerator with Temperature/  
Data Logger for Immunization Storage  
**Practice Name:** Laurel Pediatric Clinic  
**Practice Location:** 1441 Constitution Blvd., Bldg. 200, Ste. 101  
Salinas CA 93906

**Grant Amount:** The Grant amount shall not exceed **\$20,000**.  
*Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.*

**Term:** Grantee shall have a period of three months from the date of signature, set forth below, in which to purchase and install equipment as described in Grant Summary above (hereafter, "Equipment"). If Grantee has not purchased and installed Equipment consistent with the terms set forth herein within the three month period, this Exhibit 1-b shall terminate of its own accord and Grantee shall no longer be eligible for the payment of any Grant funds hereunder, unless the Alliance in its sole discretion extends this Exhibit 1-b, in writing.

**Grant Effective Date:** The term of this Grant and Exhibit 1-b shall be effective upon issuance of the payment provided for in the Payment Schedule of this Exhibit 1-b ("Grant Effective Date"), and shall expire three years after the Grant Effective Date.

**Payment Schedule:** Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Grant Agreement:

One hundred percent of the Grant Amount shall be paid from the Alliance to Grantee within twenty business days of receipt of documentation from Grantee that it has purchased the Equipment and the Equipment has been installed by Grantee in its professional practice location in Santa Cruz, Monterey and/or Merced County as stated in Grant Summary above (hereafter, "Location"). Grantee will complete Equipment Payment Request Form provided by the Alliance and submit such form with required documentation to the Alliance in order to request grant funds.

**Reporting Schedule:** Final Report

Grantee will submit a final report describing the outcome of the grant. Grantee will submit final report six months from the Grant Effective Date. The Alliance will send notification to Grantee of report due date and reporting template 90 days prior to Grantee report due date. Organizations with overdue reports are ineligible for future funding consideration until the report is submitted.

### **ADDITIONAL TERMS AND CONDITIONS**

- 1. Use of Funds.** Grant funds may only be used for the purpose of purchasing Equipment. Grant funds may not be used for repair or maintenance of Equipment, including purchase of warranties or service contracts, or for paying the costs associated with renting or purchasing space required to house the Equipment.
- 2. Qualifying Equipment.** Any Grant funds disbursed pursuant to the Grant Agreement and this Exhibit shall be limited to purchasing Equipment that meets all of the following qualifications:
  - a. Equipment must be installed at Location and actively used by Grantee in the course of the provision of professional services at Location.
  - b. Equipment must be new to Location but may be purchased as used or refurbished.
- 3. Other Terms and Conditions; Return of Funds.**
  - a. Grantee agrees that its receipt of funds is conditioned on meeting each of the following, and that if these conditions are not met, Grantee shall be required to return Grant funds received hereunder as set forth in section 3.b.
    - i. Equipment must remain in place at Location and be used for benefit of Medi-Cal patients for a minimum of three years.

ii. Grantee shall maintain a contract in good standing with the Alliance for participation in the Alliance provider network for a period of three years after the Grant Effective Date, and/or, in those circumstances where the provision of services to Medi-Cal beneficiaries is arranged through an external entity, maintain a contract in good standing with an external entity for the provision of services to Medi-Cal beneficiaries for a period of three years after the Grant Effective Date; and

b. In the event that the conditions set forth in 3.a. are not met, Grantee shall return a percentage of the Grant funds that is equal to: 100% minus 10% multiplied by each 30 day period that has elapsed after Grant Effective Date, as of the first date when the Equipment is no longer at the Location, or Grantee no longer has a contract in good standing to provide services to Medi-Cal beneficiaries. E.g., if the Equipment is removed from the Location within the first 30 days after the Grant Effective Date, Grantee shall return 100% of the funds. If the Equipment is removed from the Location 271 or more days but less than 300 days after the Grant Effective Date, Grantee shall repay an amount equal to 100% of the Grant Funds minus 10% of the Grant Funds multiplied by nine (270/30), or 10% of the Grant Funds. Grantee shall have no responsibility to repay any portion of Grant funds 300 or more days after the Grant Effective Date.

**4. Reporting.** To enable the Alliance to evaluate the effectiveness of this grant, Grantee shall submit reports to the Alliance no later than the date indicated above. In addition to the required report, the Alliance may contact Grantee mid-course of the grant term to inquire about the status of the grant. Failure to submit these report(s) may disqualify Grantee from receiving future grant funding from the Alliance.

**5. Evaluation and Monitoring.** The Alliance may monitor and conduct evaluation of operations under this grant. This may include a visit from Alliance staff to observe Grantee's program, discuss the program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this grant.

Grantee's signature below constitutes agreement to the terms and conditions set forth above.

Grantee Signature  
Ray Bulluck  
Name

Date  
Director of Health  
Title

APPROVED AS TO FORM AND LEGALITY;

Stacy Paetta  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

- ii. Grantee shall maintain a contract in good standing with the Alliance for participation in the Alliance provider network for a period of three years after the Grant Effective Date, and/or, in those circumstances where the provision of services to Medi-Cal beneficiaries is arranged through an external entity, maintain a contract in good standing with an external entity for the provision of services to Medi-Cal beneficiaries for a period of three years after the Grant Effective Date; and
  - b. In the event that the conditions set forth in 3.a. are not met, Grantee shall return a percentage of the Grant funds that is equal to: 100% minus 10% multiplied by each 30 day period that has elapsed after Grant Effective Date, as of the first date when the Equipment is no longer at the Location, or Grantee no longer has a contract in good standing to provide services to Medi-Cal beneficiaries. E.g., if the Equipment is removed from the Location within the first 30 days after the Grant Effective Date, Grantee shall return 100% of the funds. If the Equipment is removed from the Location 271 or more days but less than 300 days after the Grant Effective Date, Grantee shall repay an amount equal to 100% of the Grant Funds minus 10% of the Grant Funds multiplied by nine (270/30), or 10% of the Grant Funds. Grantee shall have no responsibility to repay any portion of Grant funds 300 or more days after the Grant Effective Date.
- 4. Reporting.** To enable the Alliance to evaluate the effectiveness of this grant, Grantee shall submit reports to the Alliance no later than the date indicated above. In addition to the required report, the Alliance may contact Grantee mid-course of the grant term to inquire about the status of the grant. Failure to submit these report(s) may disqualify Grantee from receiving future grant funding from the Alliance.
- 5. Evaluation and Monitoring.** The Alliance may monitor and conduct evaluation of operations under this grant. This may include a visit from Alliance staff to observe Grantee's program, discuss the program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this grant.

Grantee's signature below constitutes agreement to the terms and conditions set forth above.

\_\_\_\_\_  
 Grantee Signature  
Ray Bullick  
 Name

\_\_\_\_\_  
 Date  
Director of Health  
 Title

APPROVED AS TO FORM AND LEGALITY

Stacy Ortel  
 DEPUTY COUNTY COUNSEL  
 COUNTY OF MONTEREY

Reviewed as to fiscal provisions  
[Signature]  
 Auditor-Controller  
 County of Monterey 12745

EXHIBIT 1-c  
PRACTICE COACHING STATEMENT OF SERVICES

This Exhibit 1-c sets forth the additional terms and conditions that are applicable to Grantees receiving a Practice Coaching Program grant from the Alliance for practice coaching in patient centered medical home (PCMH) model practice techniques (hereafter referred to as "Practice Coaching") as set forth below.

**Purpose of Grant:** Engage in PCMH Practice Coaching and technical assistance with a consultant.

**Key Objectives:** Change clinic operations to improve quality, efficiency, and patient experience through the adoption of the PCMH model of care.

**Grantee:** Monterey County Health Department – Clinic Services Bureau

**Grant Summary:**

**Grant #:** 0815-24-MCHD-CS-PC1  
**Type of Engagement:** Qualis Health  
**Practice Name:** Laurel Family Practice  
**Practice Location:** 1441 Constitution Blvd., Bldg. 400, Ste. 300, Salinas CA 93906  
**Grant Amount:** The amount of the Grant shall be the amount invoiced by Qualis Health or Coleman Associates (both of which shall be referred to hereafter as Alliance Consultant) to the Alliance in the provision of Practice Coaching to Grantee, subject to the terms of this Statement of Services.

**Grant Summary:**

**Grant #:** 0815-24-MCHD-CS-PC2  
**Type of Engagement:** Qualis Health  
**Practice Name:** Laurel Pediatric Clinic  
**Practice Location:** 1441 Constitution Blvd., Bldg. 200, Ste. 101, Salinas CA 93906  
**Grant Amount:** The amount of the Grant shall be the amount invoiced by Qualis Health or Coleman Associates (both of which shall be referred to hereafter as Alliance Consultant) to the Alliance in the provision of Practice Coaching to Grantee, subject to the terms of this Statement of Services.

**Timing:** Grantee must complete the required preliminary information session provided for in section 2 by December 15, 2015 in order to be eligible for Grant funds as provided herein. If Grantee does not complete the training required by this section by such date, this Exhibit 1-c shall terminate of its own accord and Grantee shall no longer be eligible for the payment of any Grant funds hereunder unless CCAH in its sole discretion extends this Exhibit 1-c, in writing.

**Grant Effective Date:** The term of this Grant and Exhibit 1-c shall be effective ("Grant Effective Date") as of the date that Grantee begins the Practice Coaching engagement with the Alliance Consultant or Grantee Consultant, which date must be reported to the Alliance by

Grantee, in order for payment to be made. If Grantee is engaged with Coleman Associates, Exhibit 1-c shall expire six months after the Grant Effective Date. If Grantee is engaged with Qualis Health or Grantee Consultant, Exhibit 1-c shall expire one year after the Grant Effective Date.

**Payment Schedule:** Payments shall be made directly to Alliance Consultant, as provided for in the Practice Coach Agreement between the Alliance and Alliance Consultant. In the event that Grantee elects to receive Practice Coaching from Grantee Consultant, the Grantee shall submit to the Alliance with the Practice Coaching Verification Form provided by the Alliance the fully executed Practice Coaching Agreement and Scope of Work entered into between Grantee and Grantee Consultant for approval in advance of beginning the Practice Coaching engagement. All Practice Coaching services performed by Grantee Consultant must be completed and invoices submitted for payment by the Grantee to the Alliance with the Practice Coaching Payment Request Form provided by the Alliance within thirty days from the end of the Grantee Consultant's Practice Coaching Agreement term date. Payment shall be made directly to Grantee within twenty days of Alliance's receipt of such form and documentation from Grantee that the approved Practice Coaching engagement has been completed.

**Reporting Schedule: Final Report**

Grantee will submit a final report describing the outcome of the grant. If Grantee is engaged with Qualis Health, Grantee will submit final report one year from the Grant Effective Date. If Grantee is engaged with Coleman Associates, Grantee will submit final report six months from the Grant Effective Date. If Grantee is engaged with Grantee Consultant, Grantee will submit final report thirty days from the end of the Grantee Consultant's Practice Coaching Agreement term date. The Alliance will send notification to Grantee of report due date and reporting template 90 days prior to Grantee report due date. Organizations with overdue reports are ineligible for future funding consideration until the report is submitted.

**ADDITIONAL TERMS AND CONDITIONS**

**1. Scope of Grant.**

- a. Funds available pursuant to this Exhibit 1-c are limited solely to paying the expenses of the Alliance Consultant pursuant to the Practice Coach Agreement between the Alliance and Alliance Consultant, or, direct expenses of Grantee Consultant pursuant to the terms of a Practice Coach Agreement between Grantee and Grantee Consultant that has been approved by the Alliance.
- b. Approval of a Practice Coach Agreement between Grantee and a party other than Qualis Health or Coleman Associates is subject to the sole discretion of the Alliance.

**2. Preliminary Information.** In order for the Alliance to disburse funds to Alliance Consultant for the Practice Coaching grant described in this Exhibit 1-c on Grantee's behalf, Grantee must arrange for at least two employees to participate in a preliminary program documenting the nature of the Practice Coaching Grant, and the expectations for Grantee in making staff and resources available in order to make such training effective. Attendance at such programs



must be documented, and Grantee employees in attendance must include at least one management level employee and at least one physician. Such program will be scheduled in collaboration between Grantee and the Alliance.

- 3. Other Terms and Conditions.** Grantee agrees that its receipt of funds is conditioned on meeting each of the following:
- a. Grantee shall maintain a contract in good standing with the Alliance for participation in the Alliance provider network for a period of three years after the Grant Effective Date; and
  - b. Grantee's practice shall be open to existing and new patients who are covered by the Medi-Cal program for at least the term of the Grant Agreement.
  - c. Grantee shall establish a dedicated and consistent team for Practice Coaching engagement participation that includes various staff levels and leadership.
  - d. Grantee shall participate in and complete any assessments and/or surveys provided by the Alliance Consultant or Grantee Consultant as part of the engagement.
  - e. Grantee shall participate in the full Practice Coaching engagement including participation in site visits, conference calls, webinars and commitments of engagement between coaching session, as defined and agreed upon in partnership with coaching consultants.
  - f. Grantee shall participate in a full-day Alliance learning session to share Practice Coaching experience with peers.
- 4. Reporting.** To enable the Alliance to evaluate the effectiveness of this grant, Grantee shall submit reports to the Alliance no later than the date indicated above. In addition to the required report, the Alliance may contact Grantee mid-course of the grant term to inquire about the status of the grant. Failure to submit these report(s) may disqualify Grantee from receiving future grant funding from the Alliance.
- 5. Evaluation and Monitoring.** The Alliance may monitor and conduct evaluation of operations under this grant. This may include a visit from Alliance staff to observe Grantee's program, discuss the program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this grant.

Grantee's signature below constitutes agreement to the terms and conditions set forth above.

Grantee Signature

Date

Ray Bullick

Director of Health

Name

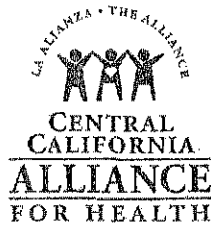
Title

APPROVED AS TO FORM AND LEGALITY

[Signature]  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

V.11.06.15

Reviewed [Signature] to Fiscal provisions  
Page 3 of 3  
Auditor-Controller  
County of Monterey 12/15



## Medi-Cal Capacity Grant Program Provider Recruitment Grantee Instructions

Below is a checklist outlining the key steps for grantees receiving Provider Recruitment grants as part of the Alliance's Medi-Cal Capacity Grant Program.

- Return signed copy of Grant Agreement to the Alliance.**
  - Please review the agreement carefully, have an appropriate officer of your organization sign the agreement, and return one signed copy to the following address:  
Central California Alliance for Health  
Attention: Jessica Finney, Grant Program Manager  
1600 Green Hills Road, Suite 101  
Scotts Valley, CA 95066
  
- Recruit provider(s) per grant award(s) within nine months of signing Grant Agreement.**
  
- Submit Provider Recruitment Payment Request Form (Part One – Expenses) once provider has been hired.**
  - Please **complete one form for each recruited provider** with detailed expense information.  
*- Original form is enclosed in your Grant Agreement packet. Copy as needed.*
  - Attach required documentation and submit form to the Alliance as described on the form.
  - **All expenses approved for each grant must be submitted on one Provider Recruitment Payment Request Form.**  
*- Multiple requests for payments related to one grant will not be accepted.*

The Alliance will pay 50% of awarded Provider Recruitment grant costs within 20 business days of receipt of completed Provider Recruitment Payment Request Form – Part One and attached required documentation.

- Submit Provider Payment Request Form (Part Two – Credentialing) once provider has been credentialed.**
  - Please **complete one form for each recruited provider** with credentialing information.
  - Attach verification letter from the credentialing organization as described on form.

The Alliance will pay remaining 50% of awarded Provider Recruitment grant costs within 20 days of receipt of proof of credentialing.

- Submit a final report to the Alliance due one year from the Grant Effective Date.**
  - The Alliance will send notification to Grantee of report due date and reporting template 90 days prior to final report due date.

### Questions

Contact Jessica Finney, Grant Program Manager, at (831) 430-2547 or [grants@ccah-alliance.org](mailto:grants@ccah-alliance.org).



**Central California Alliance for Health  
Medi-Cal Capacity Grant Program**

**Provider Recruitment Payment Request Form  
Part One - Expenses**

To request the payment of Provider Recruitment grant funds, please complete this form and attach the following required documentation:

1. CV or resume of recruited provider.
2. Expense verification documents (see below).

Return this form and attached documentation as one PDF document by email to grants@ccah-alliance.org or as hard copy packet by mail to:

Central California Alliance for Health  
Attention: Jessica Finney, Grant Program Manager  
1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066

The Alliance will pay 50% of awarded Provider Recruitment Grant costs within 20 business days of receipt of completed Provider Recruitment Payment Request Form – Part One and attached required documentation.

**PLEASE COMPLETE ONE FORM FOR EACH PROVIDER RECRUITMENT GRANT.**

**Organization Name:** \_\_\_\_\_

**Grant #:** \_\_\_\_\_ (Please refer to your Grant Agreement, Exhibit 1-a.)

**Name of Recruit:** \_\_\_\_\_ **NPI #** \_\_\_\_\_

Grant funds may only be used for the purpose of paying recruitment related expenses of a Recruit incurred by Grantee during the first year of Recruit's employment, as set forth in section 2 of Grant Agreement Exhibit 1-a. The table below describes allowable expenses and required expense verification documents.

Please check the type of expense(s) your organization is reporting on this form.

✓	Amount Requested	Allowable Provider Recruitment Expenses	Required Document
	\$	a. Salary for the Recruit.	Signed employment contract.
	\$	b. Sign-on bonus for the Recruit.	Signed employment contract.
	\$	c. Costs of participation in the Grantee's retirement and benefit package for the Recruit.	Signed employment contract.
	\$	d. Relocation expenses that are directly attributable to Recruit moving from a residence outside of Santa Cruz, Monterey and/or Merced County to a residence within Santa Cruz, Monterey and/or Merced County.	Signed employment contract.
	\$	e. Costs of maintaining professional liability insurance that are associated specifically with the Recruit.	Certificate of liability insurance.
	\$	f. Education loan repayment expenses that are owed by Recruit.	Signed employment contract.
	\$	g. Fees for professional recruitment agency services that are payable to the agency directly as a result of Grantee's hiring of Recruit.	Agency invoice detailing costs associated with Recruit.

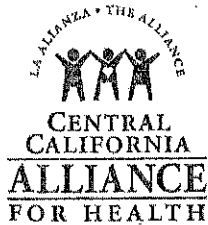
**Total Costs Incurred \$** \_\_\_\_\_ **Total Requested for Grant Payment: \$** \_\_\_\_\_

*The Alliance will subsidize 50% of the recruitment-related expenses up to the grant award amount.*

**Completed by:** \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**Questions:** Contact Jessica Finney, Grant Program Manager, at (831) 430-2547 or grants@ccah-alliance.org.





## Medi-Cal Capacity Grant Program Equipment Grantee Instructions

Below is a checklist outlining the key steps for grantees receiving Equipment Program grants as part of the Alliance's Medi-Cal Capacity Grant Program.

- Return signed copy of Grant Agreement to the Alliance.**
  - Please review the agreement carefully, have an appropriate officer of your organization sign the agreement, and return one signed copy to the following address:  
Central California Alliance for Health  
Attention: Jessica Finney, Grant Program Manager  
1600 Green Hills Road, Suite 101  
Scotts Valley, CA 95066
- Purchase approved equipment per grant award within three months of signing Grant Agreement.**
- Complete the enclosed Equipment Payment Request Form.**
  - Complete form, attach required documentation, and submit to the Alliance as described on the form.
  - All expenses approved for the Equipment grant must be submitted on one Equipment Payment Request Form.  
*- Multiple requests for payments related to one grant will not be accepted.*

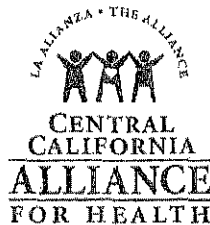
The Alliance will pay grant award within 20 business days of receipt of required documentation from Grantee that the Equipment has been purchased and installed by Grantee in its professional practice location in Santa Cruz, Monterey and/or Merced County.

- Submit a final report to the Alliance due six months from the Grant Effective Date.**
  - The Alliance will send notification to Grantee of report due date and reporting template 90 days prior to final report due date.

### Questions

Contact Jessica Finney, Grant Program Manager, at (831) 430-2547 or [grants@ccah-alliance.org](mailto:grants@ccah-alliance.org).





## Medi-Cal Capacity Grant Program Practice Coaching Grantee Instructions

Below is a checklist outlining the key steps for grantees receiving Practice Coaching grants as part of the Alliance's Medi-Cal Capacity Grant Program.

- Return signed copy of Grant Agreement to the Alliance.**
  - Please review the agreement carefully, have an appropriate officer of your organization sign the agreement, and return one signed copy to the following address:  
Central California Alliance for Health  
Attention: Jessica Finney, Grant Program Manager  
1600 Green Hills Road, Suite 101  
Scotts Valley, CA 95066

### For Grantees engaged with Qualis Health or Coleman Associates:

- Complete required preliminary information session by December 15, 2015.
  - An Alliance consultant will contact Grantees to schedule a Practice Coaching information session.
- Establish a dedicated and consistent team for Practice Coaching engagement participation that includes various staff levels and leadership.
- Begin Practice Coaching engagement with consultant.
- Participate in Practice Coaching engagement and all associated activities.

### For Grantees engaged with an approved Practice Coach consultant other than Qualis Health or Coleman Associates:

- Complete the Practice Coaching Verification Form in advance of beginning the Practice Coaching engagement.
- Complete the Practice Coaching Payment Request Form at the end of the Practice Coaching engagement.

### For All Grantees:

- Submit a final report to the Alliance.**
  - The Alliance will send notification to Grantee of report due date and reporting template 90 days prior to final report due date.
  - Reporting deadlines are described in Exhibit 1-c of your Grant Agreement.

### Questions

Contact Jessica Finney, Grant Program Manager, at (831) 430-2547 or [grants@ccah-alliance.org](mailto:grants@ccah-alliance.org).