

Agreement for Medi-Cal Capacity Grant

This Agreement for Medi-Cal Capacity Grant (Agreement), effective upon the date of the last signature below (Grant Effective Date), is entered into in order to specify the terms and conditions under which Santa Cruz-Monterey-Merced Managed Medical Care Commission, doing business as Central California Alliance for Health (the Alliance) agrees to provide funds (Grant) through the Alliance Medi-Cal Capacity Grant Program (Program) for grant #1116-NMC-CI to or on behalf of Natividad Medical Center (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 (Grant Application, which is expressly incorporated herein);

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, and sets forth the services to be provided by Grantee under this Agreement.

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.

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 purpose statement in 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 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. Any published list of funders who have supported activities related to this grant should include the Alliance.

8. Legal Compliance. If Grantee is a participant in the Medi-Cal program as of the Grant Effective Date, 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, including Exhibit 1, shall be effective on the Grant Effective Date. This Agreement shall remain in effect so long as the 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. This Agreement may only be rescinded, modified or amended by mutual agreement in writing.
- c. The Alliance may terminate this Agreement if Grantee (i) fails to return the partially executed Agreement within 60 calendar days of the Alliance Board's grant award decision date, or such later date as the parties may mutually agree upon in writing; (ii) fails to comply with the terms of this Agreement; (iii) terminates its agreement to participate in the Alliance provider network or Medi-Cal program for any reason, including without cause; or (iv) ceases accepting new Medi-Cal patients prior to reaching assigned capacity or otherwise materially curtails its operations as a provider.
- 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 Exhibit 1 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. 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1
CAPITAL PROGRAM IMPLEMENTATION GRANT STATEMENT OF SERVICES

This Exhibit 1 sets forth the additional terms and conditions that are applicable to Grantees receiving a Capital Program Implementation Grant (Grant) from the Alliance.

Date: February 22, 2017

Grant #: 1116-NMC-CI

Grantee Name: Natividad Medical Center

Grant Amount: The Grant Amount shall not exceed **\$2,429,682**.
Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.

Grant Effective Date: This Grant shall be effective on the Grant Effective Date (date of the last signature on Agreement) and shall expire 39 months after Grant Effective Date, or such later date as the parties may mutually agree upon in writing.

Grant Term: 39 months

Purpose of Grant: To support the construction of outpatient cardiology and women's diagnostic imaging clinics to expand access to specialty care services for Medi-Cal members, as described in the approved Grant Application, that will be located at 1441 Constituion Blvd., Bldg 400, 1st floor, Salinas, CA 93906.

Outcomes:

1. By September 2017, Natividad Medical Center (NMC) will complete construction of the new outpatient clinics for cardiology and women's imaging services.
2. By September 2018, NMC will expand access to cardiology services for 200 new Medi-Cal members with complex cardiology healthcare needs, 25 to 200, as measured by patient registry and claims.
3. By September 2018, wait times for NMC cardiopulmonary services will be reduced to one week as compared to 60 days.
4. By September 2018, the number of Medi-Cal members served by NMC echocardiology services will increase by 65% (from 2,160 to 3,600), as measured by patient registry and claims.
5. By September 2018, NMC women's imaging service hours will have expanded by 25% as compared to 8.5 hours (7:30am-4:00pm) in March 2017.
6. By September 2018, NMC will increase the number of Medi-Cal members accessing mammography, bone density and ultrasound services each year by 25% to 5,625 as compared to 4,500 as of March 2017.

Capital Implementation Grant Terms and Conditions

1. **Duration.** Grantee shall have a period of 39 months from the Grant Effective Date to complete all activities that were submitted for funding in its Grant Application, which

were approved by the Alliance for funding in its Grant Award, and all required reporting.

2. **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 Agreement:
 - a. First Payment. The first payment shall be based on costs for the major milestones described in the Grant Application and designated in the final project budget (Milestones), and outlined below. The first payment shall not exceed 45% of the Grant Amount, and shall be paid within twenty (20) business days of the receipt of the signed Agreement.
 - b. Interim Payments. There shall be two additional interim payments based on costs for the Milestones outlined below. These payments shall be paid within twenty (20) business days of receipt of a progress report (narrative and original project budget versus actual expenses) and verification of project expenses incurred since the previous payment. Progress report should include documentation (e.g., project management report, inspection report, permit) demonstrating that specified milestones have been completed.
 - c. Final Payment. Final payment of 10% of the Grant Award shall be paid within twenty (20) business days of the receipt by the Alliance of a progress report indicating that all Milestones of the project have been completed. The progress report will include a narrative, original project budget versus actual expenses, and verification of project expenses incurred since the previous payment. Progress report should include documentation demonstrating that the project is complete (e.g. certificate of occupancy).
 - d. Milestones and Percentage Payments.
 - Phase One
Milestones:
 1. Construction drawings permitted (OSHPD 3 via Monterey County).
 2. Completion of cabling/wiring/plumbing.
 3. Completion of shell space construction build-out.
 4. Completion of building upgrades.
 5. Completion of final inspection for occupancy.Due Date for Completion: 6/30/17
Percentage of Grant Request: 30%
 - Phase Two
Milestones:
 1. Completion of painting, flooring and finishings.
 2. Purchase and installation of furniture (waiting area chairs, tables, workstations).
 3. Purchase and installation of medical equipment.
 4. Occupancy.Due Date for Completion: 9/30/17

Percentage of Grant Request: 50%

Phase Three

Milestones:

1. Adjacent parking lot/access expansion (resurfacing and re-striping) complete.

Due Date for Completion: 12/31/17

Percentage of Grant Request: 10%

3. **Project Timing.** In order to maintain continued eligibility for the award of funds hereunder, Grantee must meet the following project milestones:
- a. Construction Start Date. In order to maintain eligibility for the interim payments provided for in Section 2 hereof, Grantee must begin construction of the project within nine (9) months of the Grant Effective Date (“Construction Start Date”).
 - b. Project Completion Date. In order to maintain eligibility for the award of the final payment provided for in Section 2 hereof, Grantee must complete construction no later than 18 months after the Construction Start Date (“Project Completion Date”).
 - c. Documentation. Grantee shall provide the Alliance with notice in the form requested by the Alliance of the Construction Start Date and the Project Completion Date, and provide the Alliance with such further documentation as it may request to verify that Grantee has actually begun and/or completed the project as required under this section. Failure to provide requested documentation shall be cause for the Alliance to withhold any portion of the Grant Amount otherwise payable under the Agreement.
 - d. Discretion of Alliance. If Grantee fails to meet the required Construction Start Date, or the required Project Completion Date, the Alliance shall have the discretion to withhold interim or final payments hereunder, as the case may be, and may, at its sole discretion, change or adjust any of the deadlines provided for herein, including requiring such additional documentation or changes as it shall determine to be reasonable and necessary for the completion of the project under an alternative schedule.
4. **Use of Funds.**
- a. Grant funds may only be used for the purpose of paying expenses that are actually incurred by Grantee in carrying out the Statement of Services during the 39-month period for which the grant has been provided. Expenses that may be funded by Capital Implementation Grants are those described in the final approved project budget.
 - b. Funds may be used for capital expenditures only, which can include equipment and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:

- i. Funds cannot be used for rental subsidies, operating costs or services.
- ii. In the event that the grant award provides funding for a project that was already in progress on the Grant Effective Date, activities completed or costs incurred prior to approval of the grant request by the Alliance will not be considered.
- iii. All project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that was contained in the Grant Application.

5. **Other Capital Implementation Terms and Conditions.** Grantee agrees that its receipt of funds is conditioned on meeting the requirements of this section 5, to the extent that such requirements are applicable to the type of grant it has been awarded, and that if these requirements are not met, the Alliance may cease any and all payments hereunder, and may at its discretion exercise any legal or equitable rights it may have for the return of Grant funds received hereunder. Grantee shall also provide the Alliance with such documentation as Alliance may request that demonstrates to the satisfaction of the Alliance that Grantee has satisfied and will satisfy the requirements set forth in this Section 5, at any time during the course of the duration of the Agreement.

- a. Legal Status. Grantee represents that it is a 501(c)(3) nonprofit or governmental entity that provides services to a significant volume of Medi-Cal members in the Alliance service area.
- b. Additional Financial Commitments. Grantee represents that the Grant Amount received hereunder represents no more than 75% of total project costs, and that Grantee has already secured the remaining 25% of funding necessary to complete the implementation of the site-specific project for which the Grant has been awarded, from sources other than the Alliance, which sources can include as donations, in-kind products and/or services, cash or documented loans or lines of credit, and/or other state, local or grant funding.
- c. Proof of Ownership, Lease Agreement or Intent to Purchase. Grantee has secured long-term rights to use the site-specific facility for which the grant was awarded, by one of the following means:
 - i. Grantee has legal ownership of the facility; or
 - ii. Grantee has secured long-term lease agreement for the facility; or
 - iii. Grantee has proposed funding for the acquisition of a facility and provided letter of intent to purchase with Grant Application.
- d. On-Site Services for Transitional/Permanent Supportive Housing. If Grantee has received a Capital Implementation Grant for transitional or permanent supportive housing projects, Grantee represents that medical and/or social supportive services as described in approved Grant Application will be available to medically fragile Medi-Cal residents with complex needs at the proposed site and be funded by sources other than Alliance grant programs. Grantee shall work with the Alliance

to select medically fragile Medi-Cal members for placement in Grant-funded supportive housing.

- e. Useful Life. Grantee represents that, upon completion of the project, the facility will serve Medi-Cal members for a period of not less than 10 years. If the facility ceases to service Medi-Cal members prior to the end of this 10 year period, Grantee shall provide the Alliance with at least 90 days advance notice prior to the date upon which the facility ceases. In the event that the Grantee ceases using the facility to serve Medi-Cal members, Grantee shall pay to the Alliance a prorated amount of the Grant Amount, as follows:
 - i. Less than Three Years. If Grantee uses the facility to serve Medi-Cal members for less than three years after receipt of the final payment, Grantee shall pay the Alliance an amount equal to 80% of the Grant Amount.
 - ii. Less than Five Years. If Grantee uses the facility to serve Medi-Cal members for three or more but less than five years after receipt of the final payment, Grantee shall pay the Alliance an amount equal to 50% of the Grant Amount.
 - iii. Less than Seven Years. If Grantee uses the facility to serve Medi-Cal members for five or more but less than seven years after receipt of the final payment, Grantee shall pay the Alliance an amount equal to 20% of the Grant Amount.
 - iv. Less than Ten Years. Grantee uses the facility to serve Medi-Cal members for seven or more but less than 10 years after receipt of the final payment, Grantee shall pay the Alliance an amount equal to 10% of the Grant Amount.
 - v. Waiver or Repayment Obligation. The Alliance may waive all or some of Grantee's repayment obligation if the Alliance determines in its sole discretion that Grantee's failure to continue using the facility for the benefit of Medi-Cal members is attributable to circumstances that are beyond Grantee's control.
 - vi. Serving Medi-Cal Members at a Different Facility. The Alliance may waive Grantee's repayment obligation if Grantee ceases to occupy the facility but continues to serve Medi-Cal members without interruption at a different facility that is at least as large as the facility for which Grantee has received a Grant hereunder, and that is within the service area of the Alliance.
6. **Reporting.** Grantee shall provide the Alliance with three progress reports due upon completion of each Milestone phase as indicated in Payment Schedule (Section 2 above). Grantee shall also provide a final report due one year from project completion or no later than the end of the Grant Term. The reporting templates will be provided by the Alliance and available on the online grant portal. Grantee will submit the progress and final reports through the Alliance's online grant portal. Failure to submit these report(s) will delay interim or final payments of Grant Amount and may disqualify Grantee from receiving future grant funding from the Alliance.

7. **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 the Grantee's operations related to Grant, discuss the Program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this Grant.