

Agreement for Medi-Cal Capacity Grant

This agreement, effective July 1, 2017 (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-PC1 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;

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 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 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. 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. 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 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:

Signature: _____

Name: _____

Title: _____

Date: _____

For Central California Alliance for Health:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
PRACTICE COACHING PROGRAM STATEMENT OF SERVICES

This Exhibit 1 sets forth the additional terms and conditions that are applicable to Grantees receiving a Practice Coaching Program Grant (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.

Date: February 22, 2017

Grant #: 1116-NMC-PC1

Grantee Name: Natividad Medical Center

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 Effective Date and Term: The term of this Grant and Exhibit 1 shall be effective as of the Grant Effective Date, the date that Grantee is available to begin the Practice Coaching engagement with the Alliance Consultant. The Grant and Exhibit 1 shall expire one year after the Grant Effective Date or upon completion of the engagement and submission of the final report by Grantee.

Purpose of Grant: To engage in Patient Centered Medical Home practice coaching with Qualis Health at D’Arrigo Family Specialty Services located at 1441 Constitution Blvd., Bldg 200, 2nd Floor, Salinas, CA 93906.

Practice Coaching Program Terms and Conditions

- 1. Term for Practice Coaching Engagement.** Grantee must complete the required preliminary information session provided for in section 2 below by June 30, 2017 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 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, in writing.
- 2. Preliminary Information.** In order for the Alliance to disburse funds to Alliance Consultant for the Practice Coaching Grant described in this Exhibit 1 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. **Payment Schedule.** Payments shall be made directly to Alliance Consultant, as provided for in the Practice Coach Agreement between the Alliance and Alliance Consultant.
4. **Use of Funds.** Funds available pursuant to this Exhibit 1 are limited solely to paying the expenses of the Alliance Consultant pursuant to the Practice Coach Agreement between the Alliance and Alliance Consultant.
5. **Other Practice Coaching Program 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 the term of the Agreement; 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 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.
6. **Reporting.** Grantee will submit a final report describing the outcome of the Grant. Grantee will submit final report due no later than thirty days from the end of the Practice Coaching Agreement term date. The reporting template will be provided by the Alliance and available on the online grant portal. Grantee will submit final report through the grant portal. Organizations with overdue reports are ineligible for future funding consideration until the report is submitted.

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.

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.