

RECRUITMENT GRANT PROGRAM
GRANTEE AGREEMENT

This Grantee Agreement is made and entered into by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as COUNTY, including its Ventura County Health Care Agency (referred to collectively as “AGENCY”), and [Provider Name], a [Individual Provider or Entity] (“CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR are parties to the [Provider Contract Title] dated [Provider Contract Effective Date] (“Agreement”); and

WHEREAS, COUNTY has applied for and received a provider recruitment grant (“Grant”) through the Recruitment Grant Program (“Program”), a grant program sponsored by the Ventura County Medi-Cal Managed Care Commission, doing business as Gold Coast Health Plan (“GCHP”); and

WHEREAS, COUNTY, as authorized under the Program, will use proceeds of the Grant for costs related to the recruitment and retention of CONTRACTOR;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. COUNTY will pay CONTRACTOR \$_____ in Grant proceeds. Of this amount, \$_____ shall be payable to CONTRACTOR as of the date both (a) CONTRACTOR is employed by, or contracted with, COUNTY, and (b) CONTRACTOR is fully credentialed by GCHP or has obtained privileges at Ventura County Medical Center.
2. COUNTY shall pay CONTRACTOR the remaining \$_____ of Grant proceeds as compensation in CONTRACTOR’s first year.
3. The Grant proceeds paid to CONTRACTOR as first-year compensation pursuant to Section 2 of this Grantee Agreement shall be counted toward the compensation payable to CONTRACTOR under the Agreement.
4. This Grantee Agreement shall be effective as of _____, 2024 (“Effective Date”) and shall remain in effect until the earlier of (a) [Date that is Two Years from the Effective Date] or (b) the termination date of the Agreement.
5. Default, Termination, Repayment
 - a. At COUNTY’s sole discretion, COUNTY may immediately terminate this Grantee Agreement if:
 - i. Grant proceeds are used for any purpose other than those specified under this Grantee Agreement.

- ii. CONTRACTOR fails to comply with the conditions of this Grant Agreement, including if CONTRACTOR does not obtain and retain the appropriate credentials or privileges.
- b. If this Grantee Agreement is terminated due to the occurrence of either of items (i) or (ii) above, or terminates because of termination of the Agreement, CONTRACTOR shall reimburse COUNTY within sixty (60) days of receipt of the notice of termination as follows. Should CONTRACTOR leave COUNTY's practice prior to two full years of employment or contracted service, CONTRACTOR shall reimburse a pro-rated amount of the funds to COUNTY, based on the percentage of the two-year term during which Provider provided services for COUNTY. Should Provider fail to obtain the appropriate credentials, Provider shall return all Grants funds to COUNTY.

6. General Provisions

- a. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
- b. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Grants provided through Program. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party or anyone acting on behalf of any party to be charged.
- c. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to AGENCY by addressing and delivering such notices to the AGENCY Director, 5851 Thille Street, Suite 100, Ventura, CA 93003, and to CONTRACTOR at the address listed in this Agreement. Each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.
- d. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- e. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
- f. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations.
- g. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that

neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654.

- h. Hold Harmless by CONTRACTOR - CONTRACTOR agrees to hold AGENCY harmless from any and all claims that may be made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. AGENCY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR shall be solely responsible for payment of his income taxes and the state and federal withholdings of his employees. CONTRACTOR does not assign such obligation to the AGENCY for collection or administration except as may be required by federal and state statutes. CONTRACTOR further agrees to hold AGENCY harmless from and to compensate AGENCY for any claims against AGENCY for payment of state or federal income or other tax obligations relating to CONTRACTOR's compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental agency without the fault of, or being caused by, CONTRACTOR.
- i. Hold Harmless by AGENCY - Should CONTRACTOR be sued based upon actions of AGENCY, through no fault of and not due to actions of CONTRACTOR, or of CONTRACTOR's subcontractor, employees, or agents, AGENCY shall indemnify, defend and hold harmless CONTRACTOR, its shareholders, officers, directors, employees, agents, and subcontractors from any loss, cost, damage, expense or liability which may arise from any such suit.
- j. Dispute Resolution - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
 - i. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
 - ii. If the dispute involves another department in AGENCY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
 - iii. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and AGENCY, the matter shall be submitted to a resolution committee comprised of one (1) person from the Medical Executive Committee of the Medical Staff chosen by CONTRACTOR, one (1) person chosen by AGENCY, and a third person mutually chosen by the first two, or if they are unable to agree, a third person designated by the presiding judge of the Ventura County Superior Court;

- iv. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
- k. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential, and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
- l. Administration of Agreement - This Agreement shall be administered on behalf of AGENCY by the AGENCY Director or his designee.
- m. Use of Terms in this Document - Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter.
- n. Counterparts - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates written below:

CONTRACTOR:

Dated: _____ By: _____
Name/Title: _____

AGENCY:

Dated: _____ By: _____
HEALTH CARE AGENCY DIRECTOR
OR DESIGNEE