

RECRUITMENT GRANT PROGRAM
SUB-GRANTEE AGREEMENT

This Sub-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 _____, a _____ (“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 provider recruitment grants (“Grants”) 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, uses proceeds of the Grants for costs related to the recruitment and retention of physicians and advanced practice providers; and

WHEREAS, CONTRACTOR employs, or contracts for the services of, physicians and/or advance practice providers recruited by COUNTY under the Program;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. COUNTY will pay CONTRACTOR \$_____ in Grants proceeds received in connection with the recruitment and retention of [Name of Provider] (“Provider”). This amount shall be payable to CONTRACTOR as of the date that both (a) Provider is employed by, or contracted with, CONTRACTOR, and (b) Provider is fully credentialed by GCHP or has obtained privileges at Ventura County Medical Center.
2. CONTRACTOR shall pay Provider \$_____ of this amount as a signing bonus and \$_____ of this amount as compensation in Provider’s first year.
3. The Grants proceeds paid by CONTRACTOR to Provider as first-year compensation pursuant to Section 2 of this Sub-Grantee Agreement shall be counted toward the compensation payable to CONTRACTOR under the Agreement.
4. This Sub-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 date that Provider terminates employment or is no longer contracted with CONTRACTOR.
5. CONTRACTOR shall submit two reports to AGENCY, the first at 10 months after the Effective Date and a second at 22 months after the Effective Date. The reports shall include the following information:

- a. Documentation of the payments made to Provider pursuant to Section 2 of this Sub-Grantee agreement.
- b. Proof of Provider's continued employment or contracted status;
- c. Verification of Provider's continued FTE or part-time status;
- d. Attestation that there have been no changes to Provider's status as a credentialed or privileged provider and that Provider has not been subject to discipline or sanctions or restrictions to their license.

6. Default, Termination, Repayment

- a. At COUNTY's sole discretion, COUNTY may immediately terminate this Sub-Grantee Agreement if:
 - i. Grants proceeds are used for any purpose other than those specified under this Sub-Grantee Agreement.
 - ii. CONTRACTOR fails to comply with the conditions of this Sub-Grant Agreement, including if Provider does not obtain and retain the appropriate credentials or privileges.
- b. If this Sub-Grantee Agreement is terminated due to the occurrence of either of items (i) or (ii) above, or terminates because of termination of Provider's employment or contract with CONTRACTOR, CONTRACTOR shall reimburse COUNTY within sixty (60) days of receipt of the notice of termination as follows. Should Provider leave CONTRACTOR'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 CONTRACTOR. Should Provider fail to obtain the appropriate credentials, CONTRACTOR shall return all Grants funds to GCHP.

7. 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.

Signature Page to Follow

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