

Gold Coast Health Plan Recruitment Grant Program Grant Agreement

The Ventura County Medi-Cal Managed Care Commission, d.b.a. Gold Coast Health Plan (“GCHP”), an independent public entity created by a Ventura County ordinance and authorized through State Legislation as a County Organized Health System (“COHS”) to serve Medi-Cal beneficiaries, has approved a grant in the amount of up to [Spelled Amount] ([Approved Amount]) for a [Full time?] full-time equivalent (“FTE”) [Practitioner Type] (the “Grant”) to the County of Ventura (the “Grantee”). The Grant period will begin on the date the Recruited Provider, as defined below, begins providing services (the “Effective Date”) through the date of final payment. Grantee acknowledges that it was selected through GCHP’s Recruitment Grant Program for the purposes set forth in Section I below. This Grant is made in accordance with the following terms and conditions of this Grant Agreement:

I. Purpose of Grant

GCHP is making grant monies available to further its mission as a community health plan serving vulnerable and underserved populations in Ventura County. GCHP seeks to support GCHP’s Participating Network Providers to attract and recruit prospective health care providers. To this end, GCHP shall disperse recruitment grants to further the goal of building a more sustainable and effective health care delivery system that meets the needs of all GCHP members and expands access to care for vulnerable populations in Ventura County. “Recruited Provider” means the physicians or Advanced Practice Providers newly hired or contracted by Grantee to address capacity and accessibility shortages. This Grant is intended solely to increase Medi-Cal beneficiaries’ access to health care services, which can be achieved by addressing an objective need for Recruited Provider’s services.

II. Conditions and Terms of the Grant

- A. As a condition of receiving this Grant, Grantee represents and warrants that Grantee and its principals or affiliates or any subcontractor utilized under this agreement (“Grant Agreement”) are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Grantee also certifies that neither it nor any of its subcontractors are listed either on the Excluded Parties listing System (<https://www.sam.gov/portal/public/SAM/>), the List of Excluded Individuals/Entities (<http://exclusions.oig.hhs.gov/>), or the Medi-Cal Suspended and Ineligible Provider List (<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>).
- B. As a condition of payment, Grantee warrants that it is a Participating Network Provider. “Participating Network Provider” means any individual or entity that is contracted with GCHP and engaged in the delivery, ordering, or referring of Covered Services, and is licensed or certified to do so, as applicable.

- C. As a condition of payment, Grantee warrants that [Name], a [provider type] specializing in [Specialty] the (“Recruited Provider”) was newly employed or contracted to begin providing services within the thirty (30) days prior to October 1, 2023 or hired or contracted after October 1, 2023.
- D. As a condition of payment, Grantee warrants that Recruited Provider will be a new addition to GCHP’s provider network and is new to the community that Recruited Provider will serve.
- E. As a condition of payment, Grantee warrants that all information provided in its Application and any amended Application(s) is true and accurate.
- F. Grantee agrees to use the funds solely for the recruitment costs or payments that flow through to the Recruited Provider. Acceptable uses of funds may include salary/benefit costs, sign-on bonuses, relocation expenses, costs of maintaining professional liability insurance, and fees for professional recruitment agency services. Should Grantee seek to use funding for costs and/or expenses not listed herein, Grantee shall obtain GCHP’s express approval.
- G. Grantee agrees that the value of the funding award under this Grant Agreement shall not vary, be adjusted, or renegotiated in any manner during the Term and that Grantee agrees that funding is not conditioned upon Recruited Provider generating business for GCHP.
- H. GCHP in no way restricts Recruited Provider from establishing staff privileges at, referring any service to, or otherwise generating business for any other entity of Recruited Provider’s choosing.

III. Submission of Information about Recruited Provider

- A. If Recruited Provider was identified after Grantee applied for this Grant, Grantee shall submit an update to the Grant Application that contains information about Recruited Provider. In addition to ensuring all fields of the Grant Application are completed, Grantee shall include documentation of Recruited Provider’s employment or contract status with Grantee and receipts or proof of expenses eligible for Grant funding.
- B. Upon credentialing of Recruited Provider, Grantee will submit proof of credentialing by GCHP or its Delegate or, for hospitalists, proof of obtaining hospital privileges at a GCHP network hospital.

IV. Reporting

- A. Grantee shall submit two (2) annual reports to GCHP. These reports are to be submitted at twelve (12) months and twenty-four (24) months after the Effective Date, respectively. Reports shall include the following information:
 - i. Proof of Recruited Provider’s continued employment or contracted status;

- ii. Verification of Recruited Provider's continued FTE or part-time status;
- iii. Attestation that there have been no changes to Recruited Provider's status as a credentialed or privileged provider and that Recruited Provider has not been subject to discipline or sanctions or restrictions to their license.

V. Term

- A. The term of this Grant Agreement is two (2) years, beginning on the date the Recruited Provider begins providing services the ("Effective Date") through the date of final payment, or the date of termination of the Grant Agreement (the "Term").

VI. Disbursement of Grant Funds

- A. Grantee shall submit funding requests solely for actual, eligible documented expenses related to the recruited activities for Recruited Provider. Planned expenses or costs are not eligible for funding. Acceptable documentation of eligible expenses may include, but is not limited to proof of:
 - i. Malpractice insurance costs;
 - ii. Recruited Provider's first-year salary (e.g., employment contract) or contracted compensation;
 - iii. Recruited Provider's sign-on bonus;
 - iv. Costs related to Recruited Provider's first-year benefits;
 - v. Receipts related to relocation expenses; and/or
 - vi. Receipts related to professional recruitment fees.
- B. GCHP shall pay the amount of Grant funds awarded of [Approved Amount] in the following two (2) equal installments:
 - i. The first installment shall be made at the time Grantee successfully hires Recruited Provider and submits documented recruitment-related expenses.
 - ii. The second installment shall be made when Grantee notifies GCHP that Recruited Provider is fully credentialed by GCHP or its Delegate, or Grantee provides proof of Recruited Provider having obtained privileges at a GCHP network hospital (for hospitalists).
- C. The final grant award shall be pro-rated based on percentage FTE should Recruited Provider be a part-time provider.

- D. To receive award funding, Grantee shall submit one (1) original copy of this Grant Agreement signed by authorized representative(s) of Grantee and returned to the address identified in Section XIX Notices.
- E. Grantee understands that GCHP has no obligation to provide additional support to Grantee for this or any other purpose.

VII. Default, Termination, Repayment

- A. At GCHP's sole discretion, GCHP may terminate this Grant Agreement if:
 - i. Grant proceeds are used for any purpose other than those specified under this Grant Agreement.
 - ii. Grantee fails to comply with the conditions of this Grant Agreement, including if Recruited Provider leaves Grantee's practice prior to the end of the Grant's two (2) year Term or if Recruited Provider does not obtain the appropriate credentials set forth in Section VI.B.2.
- B. If the Grant is terminated prior to the end of the Term due to the occurrence of either of items i) or ii) above, Grantee shall reimburse GCHP within sixty (60) days of receipt of the notice of termination as follows. Should Recruited Provider leave Grantee's practice prior to two (2) full years of employment or contracted service under the Term of this Grant Agreement, Grantee shall reimburse a pro-rated amount of the funds to GCHP, based on the percentage of the Term in which Recruited Provider was providing services for Grantee. Should Recruited Provider fail to obtain the appropriate credentials, Grantee shall return all Grant funds to GCHP.

VIII. Financial Records

Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Grant and to make them available to GCHP for inspection and/or auditing at reasonable times. Such records must be retained for a period of no less than ten (10) years from date of termination of this Grant Agreement, and such obligations shall survive the Term of this Grant Agreement.

IX. Monitoring

GCHP reserves the right to monitor Grantee's activities and evaluate the expenses funded by the Grant. Grantee understands and agrees that this monitoring may include a site visit by GCHP representatives during business hours and with reasonable advance notice to review the progress, subcontracts, and other books, records, materials related to Grant activities.

X. Copyright Ownership

All copyright interests in material produced as a result of this Grant are owned by Grantee. Grantee hereby gives to GCHP a nonexclusive, irrevocable, perpetual, worldwide royalty-free license to reproduce, publish, copy or otherwise use any and all such materials.

XI. Indemnification

Grantee agrees to defend, indemnify and hold GCHP harmless from and against any and all loss, damage, penalties, claims, or other liabilities (including reasonable attorney fees and expenses) directly or indirectly arising out of Grantee's activities pursuant to this Grant Agreement including any acts or omissions of Grantee in the performance of this Grant Agreement or breach thereof.

XII. Acknowledgment and Communication

- A. During the Term of this Grant Agreement, Grantee must name "Gold Coast Health Plan" as grantor in all communications relating to this project and must acknowledge GCHP at all fundraising events as a sponsor of this Grant.
- B. If mutually agreed, GCHP and Grantee will prepare and issue joint press releases that recognize GCHP's contribution and its importance to addressing community needs. However, GCHP may, at its discretion, issue press releases about the Grant or Grantee.
- C. GCHP will include information regarding the Grant on GCHP's external website.
- D. Grantee will include information (in a form approved by GCHP) regarding this Grant on their external websites and on any associated or affiliated websites, and include a link to GCHP's website.
- E. GCHP may require Grantee to include GCHP as a presenter at Grantee events relating to new or enhanced programs or services that have or will use these Grant funds (e.g., dedication ceremony, program kick-off, etc.).
- F. GCHP agrees to participate in any Grantee outreach opportunities related to efforts funded by this Grant.
- G. If requested, Grantee's top leadership or official spokesperson will attend a GCHP sponsored media training to enhance public relations exposure.

XIII. Authorization

Grantee represents and warrants that the person executing this Grant Agreement is duly authorized to execute this Grant Agreement on Grantee's behalf.

XIV. No Right of Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of GCHP, except that it may delegate certain responsibilities to subcontractors, provided such subcontractors agree in writing to be bound by all applicable terms and conditions of the Grant Agreement.

XV. Validity and Amendment

If any term or part of any term of this Grant Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the validity of the other terms and conditions. This Grant Agreement can be modified only by an amendment written and authorized by representatives of GCHP and Grantee.

XVI. Dispute Resolution

- A. Government Claims Act. Grantee shall comply with the provisions of the Government Claims Act (Government Code Section 900, et. seq.) with respect to any dispute or controversy arising out of or in any way relating to this Grant Agreement (a "Dispute").
- B. Time Limitation. Notwithstanding anything to the contrary contained in this Grant Agreement, Grantee must initiate any suit, judicial reference or other legal proceeding within one (1) year after the date the Dispute arose or such Dispute shall be deemed waived and forever barred; provided that, if a shorter time period is prescribed under the Government Claims Act (Government Code Section 900, et. seq.), then, the shorter time period (if any) prescribed under the Government Claims Act shall apply.

XVII. Governing Law and Venue

This Grant Agreement is governed by the laws of the State of California. All actions and proceedings arising in connection with the Grant Agreement shall be tried and litigated exclusively in the state or federal courts of County of Ventura, State of California.

XVIII. Compliance with Laws

Grantee and GCHP shall comply with all applicable laws, statutes, rules and regulations, including but not limited to all relevant laws concerning confidentiality of records.

XIX. Notices

Any notices required or permitted to be given shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

To GCHP:
Attn: Provider Grants
Gold Coast Health Plan
711 East Daily Drive
Camarillo, CA 93010

To Grantee:
County of Ventura

Attn: Health Care Agency Director
5851 Thille Street, Suite 100
Ventura, CA 93003

XX. Non-Discrimination

Services shall be provided by Grantee to individuals without reference to their religion, color, sex, national origin, age, physical or mental handicaps or condition in conducting activities under this Grant Agreement and in compliance with the American with Disabilities Act.

XXI. Entire Agreement

This Grant Agreement contains the entire agreement between the parties, and no representation or agreements, oral or otherwise, between the parties that are embodied in this Grant Agreement shall be of any force or effect.

XXII. The Parties' Relationship

The relationship between the parties is that of grantor and grantee. Except as otherwise provided herein, neither of the parties shall be construed to be the agent, partner, joint venturer, employee or representative of the other party or make a party liable for another party's expenses or obligations except as herein described.

XXIII. No Third-Party Beneficiaries

Nothing expressed or implied in this Grant Agreement is intended or will be construed to confer upon or to give to any third party any rights or remedies by reason of this Grant Agreement.

XXIV. Multiple Counterparts; Facsimiles and Copies

This Grant Agreement may be executed in multiple counterparts, all of which shall constitute a single instrument. Facsimiles and copies of original signature pages will be treated as originals.

XXV. No Obligation for Further Funding

The Grantee is not obligated to provide funding for the project in the event the Grant is terminated.

XXVI. Authorized Signature

This Grant Agreement correctly sets forth Grantee's understanding of the terms and conditions of the Grant. Grantee accepts this Grant Agreement by having an authorized individual sign and date in the spaces provided below.

The terms of the Grant Agreement are accepted and agreed to by:

Signature page to follow.

COUNTY OF VENTURA	VENTURA COUNTY REGIONAL MEDICAL MANAGED CARE COMMISSION (dba Gold Coast Health Plan)
--------------------------	---

Executed by:

Executed by:

Signature

Signature

Printed Name

Printed Name

Title

Title