

**Gold Coast Health Plan  
Equipment Grant Program  
Grant Agreement**

Gold Coast Health Plan (“GCHP”) is 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 five hundred thirty thousand seven hundred forty one dollars and twenty two cents (\$530,741.22) (the “Grant”) to the County of Ventura, Health Care Agency (the “Grantee”). Grantee acknowledges that it was selected through GCHP’s Equipment 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 Equipment Grant Program Grant Agreement (the “Grant Agreement”):

**I. Purpose of Grant**

GCHP is making grant funding available to further its mission as a community health plan serving vulnerable and underserved populations in Ventura County. GCHP seeks to provide funding to support the purchase of equipment that will improve the health of its members. The Equipment Grant Program strives to support Federally Qualified Health Centers (“FQHCs”) and Rural Health Clinics (“RHCs”) by assisting FQHCs and RHCs with increasing their capacity within specific service areas and improving direct patient care, improving practice efficiencies, improving member experience, and improving member health outcomes. To this end, this program will support the purchase of items listed in Exhibit A attached hereto.

**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 the 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 all information provided in its Equipment Grant Program Applications (the “Applications”) is true and accurate.
- C. Grantee shall use grant funding solely to purchase the equipment listed in Exhibit A to this Grant Agreement. The equipment shall be clinical and/or medical in nature.
- D. Grantee shall provide its receipt(s) for its purchase(s), which shall not exceed \$530,741.22. Upon verification of purchase(s), GCHP shall issue reimbursement

for the equipment purchased in the amount represented on the receipt(s) provided by Grantee.

- E. The amount of funding may not be conditioned on the volume or value of federal health care program business generated between GCHP and Grantee.
- F. Grantee agrees to use the equipment for the benefit of Medi-Cal patients for a minimum of two (2) years.
- G. As a condition of payment, Grantee warrants that it is: 1) a FQHC or RHC; 2) located in Ventura County; and 3) directly contracted with GCHP.
- H. This Grant Agreement in no way restricts Grantee's ability, if it chooses, to enter into agreements with other providers of comparable goods, items, or services, or with other lenders or donors.
- I. There are no limitations as to who may be served by the equipment. Grantee may use the equipment for all patients.
- J. Grantee shall submit a statement confirming to GCHP and detailing Grantee's use of the equipment prior to the end of the Term. The statement shall be due two (2) years from the Effective Date.

### **III. Term**

- A. This Grant Agreement is effective as of the Effective Date and shall terminate two (2) years from the Effective Date (the "Term").
- B. This Grant Agreement may be terminated in accordance with Section V.

### **IV. Disbursement of Grant Funds**

- A. Within ninety (90) days of purchase of equipment listed in Exhibit A attached hereto, Grantee shall submit its receipt(s) to GCHP.
- B. Upon verification of the purchase(s), GCHP shall reimburse Grantee for the verified amount of the equipment purchased, up to fifty-thousand dollars (\$50,000) per application submitted. Funds shall be disbursed to Grantee within ninety (90) days of receipt of:
  - i. One (1) original copy of this Grant Agreement signed by authorized representative(s) of Grantee and returned to the address identified in Section XVII Notices; and
  - ii. The receipt(s) of the equipment purchase(s).
- C. Grantee understands that GCHP has no obligation to provide additional support to Grantee for this or any other purpose.

## **V. 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.
- B. If the Grant is terminated prior to the end of the Term due to the occurrence of any of items i) or ii) above, Grantee shall reimburse GCHP for the full cost of the equipment within sixty (60) days of receipt of the notice of termination.
- C. GCHP may, in its sole discretion, demand partial or full repayment of any Grant funds from Grantee should any of the information contained in Grantee's Applications not be true, correct or complete, or should Grantee deviate from Grantee's Applications.

## **VI. 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. In addition, Grantee agrees to use a generally accepted accounting system with regard to accounting matters under this Grant Agreement. 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.

## **VII. 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.

## **VIII. 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.

## **IX. 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.

## **X. Acknowledgment and Communication**

- A. In all written materials for public distribution prepared in association with equipment funded by this Grant, the Grantee shall include the following statement: "This equipment is funded in part by Gold Coast Health Plan and will benefit low-income and uninsured residents of Ventura County."
- B. 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.
- C. If applicable to Grant, permanent signage recognizing GCHP will be posted in a conspicuous location at or near the entrance of any site that uses GCHP funds to improve its physical plant; this signage will recognize GCHP as a founding donor or language to that effect. In using any GCHP trademarks or logos, Grantee shall comply with GCHP's branding policies.
- D. 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.
- E. Plaques or decals recognizing GCHP's contribution will be prepared and attached to any specialized equipment purchased as part of this Grant.
- F. GCHP will include information regarding the Grant on GCHP's external website.
- G. 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.
- H. 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.).
- I. GCHP agrees to participate in any Grantee outreach opportunities related to efforts funded by this Grant.
- J. If requested, Grantee's top leadership or official spokesperson will attend a GCHP sponsored media training to enhance public relations exposure.
- K. Commensurate with the Grantee's practices for fundraising and philanthropic gifts, Grantee shall provide GCHP with the benefits of an upper tier sponsorship level comparable to the Grant amount in this agreement. Sponsorship benefits include Grantee recognizing GCHP as a sponsor for at least one annual fundraising event during the term of this Grant Agreement.

## **XI. Authorization**

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

## **XII. 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.

## **XIII. 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.

## **XIV. 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.

## **XV. 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.

## **XVI. 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.

## **XVII. 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:  
Attn: Health Care Agency Director  
County of Ventura.  
800 South Victora Avenue  
Ventura, CA 93009

**XVIII. 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.

**XIX. 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.

**XX. 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.

**XXI. 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.

**XXII. 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.

**XXIII. No Obligation for Further Funding**



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

**XXIV. 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.*

<b>County of Ventura, Health Care Agency</b>	<b>VENTURA COUNTY REGIONAL MEDICAL MANAGED CARE COMMISSION (dba Gold Coast Health Plan)</b>
<i>Executed by:</i>	<i>Executed by:</i>
	<div>Signed by:</div> 
Signature	Signature
<u>Theresa Cho, MD.</u>	<u>Felix L. Nuñez, MD, MPH</u>
Printed Name	Printed Name
<u>HCA Director</u>	<u>Acting Chief Executive Officer</u>
Title	Title