



Medi-Cal Capacity, Access, and Workforce Grant Program Funding Agreement

The Santa Barbara San Luis Obispo Regional Health Authority, dba, CenCal Health (“CenCal Health”) located at 4050 Calle Real, Santa Barbara, CA 93110, and Santa Barbara County Health Department (“Participant”), located at 300 N. San Antonio Rd, Santa Barbara, CA 93110, enter into this Medi-Cal Capacity, Access, and Workforce Grant Program Funding Agreement (the “Agreement”) on the date of the last execution signature (the “Effective Date”) with reference to the following facts:

WHEREAS, CenCal Health, a local public entity, is contracted with the State of California, Department of Health Care Services (“DHCS”) to manage the healthcare needs of Medi-Cal members who reside in Santa Barbara and San Luis Obispo Counties;

WHEREAS, CenCal Health has developed a Medi-Cal Capacity, Access, and Workforce Grant Program (“Capacity Grants”) to improve access to care through strategic and community-oriented investments;

WHEREAS, the goals of the Capacity Grants are to maintain and expand access to care and to demonstrate sustainability and scalability beyond the funding period (the “Objectives”); and

WHEREAS, Participant desires to partner with CenCal Health for grant funds to work towards and achieve the Objectives, as further detailed in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties hereby agree as follows:

1. Rights and Obligations of Participant

a. Capacity Grant Funds.

- i. Participant’s use of the Capacity Grant funds (the “Funds”) shall comply and be consistent with the activities and purpose(s) stated in Attachment A, Project Description, attached hereto and incorporated herein by this reference. The Project Description shall outline the details of Participant’s project or program, Participant’s responsibilities, as well as Participant’s ability and capacity to implement the project or program goals and manage the Funds.
- ii. Funds must be expended within the Term (as that term is defined in Section 3(a)). Any Funds not expended within the Term may be subject to recovery by CenCal Health, and Participant shall return the Funds to CenCal Health upon request. Participant may submit a written request for extension prior to the expiration of the Term; any resulting approval must be in writing to be valid and binding and the parties shall enter into an amendment memorializing the Term extension.
- iii. In the event Participant desires to use the Funds in an alternative manner than the purposes described in Attachment A, Participant shall submit a written request for preapproval of such changed use. Participant understands that any changed use must support the Objectives in order to be eligible for approval.



- iv. Any review, action, approval, denial, or request for additional information by CenCal Health pursuant to Subsection (ii) or (iii) above, may be granted, withheld, or made at CenCal Health's sole discretion.
- b. Reporting Requirements.
 - i. Participant agrees to submit progress reports according to the schedule and format set forth in Attachment A. CenCal Health will provide the reporting schedule and template, which Participant must follow. In the event Participant anticipates difficulty in meeting a reporting deadline, Participant must submit a written request for an extension. Reports shall include both interim and final reporting, and shall evaluate the progress and detail Participant's use of the Funds. In the event CenCal Health requests additional information beyond the standard progress reports, Participant agrees to respond and provide such requested information.
- c. Representation and Warranties.
 - i. Participant represents and warrants the following:
 - 1. That Participant shall utilize the Funds to further the Objectives and such use shall be consistent with the project details stated in Attachment A.
 - 2. That Participant is not listed on the Office of Inspector General for the Department of Health and Human Services' Cumulative Sanctions list (List of Excluded Individuals and Entities), Medi-Cal Suspended and Ineligible Provider List, or such other debarment list relating to state or federal health care programs. Participant understands that should Participant be listed on any such debarment or exclusion list, CenCal Health is prohibited from paying Participant and any payments made shall be recouped in accordance with applicable law and regulation.
 - 3. That Participant is in good standing and has no history of, nor is being investigated for, fraud, embezzlement, misuse or misappropriation of grant funds or property.
 - ii. In the event CenCal Health discovers the above representations were falsely made, or discovers any breach of the above warranties, this Agreement is considered void and CenCal Health shall be authorized to recoup Funds from Participant. Upon written notice to Participant, Participant agrees to refund such Funds to CenCal Health within thirty (30) days of written request.
- d. Record Retention. Participant shall maintain all records, files, and documentation that document the use of Funds for a period of not less than ten (10) years from the close of the calendar year in which this Agreement was in effect. Participant shall cooperate and provide access to any and all such records, files and documentation upon demand of CenCal Health.



- e. Non-Duplication of Funds. Participant shall ensure that Funds received by CenCal Health do not supplant any existing funding for proposed projects or programs, nor duplicate any funds received from another such grant (including, but not limited to, situations where grant requirements prohibit obtaining multiple sources of funding to be used towards the same service(s)).
- f. Network Participation. If Participant is a direct care provider, Participant agrees to enter into CenCal Health's standard network provider agreement and participate in CenCal Health's network for all lines of business applicable to Participant's scope of practice (e.g. pediatricians shall not be required to participate in Medicare D-SNP). Participant expressly acknowledges and agrees that participation in CenCal Health's network as a network provider, serving all lines of business, is a material and essential condition of this Agreement, and CenCal Health has specifically relied upon this commitment in entering into this Agreement.

2. Rights and Obligations of CenCal Health

- a. Distribution of Funds. The funding amount will be specified in Attachment A. CenCal Health shall provide Funds to Participant within forty-five (45) calendar days of full execution of this Agreement. CenCal Health shall send Funds to:

Santa Barbara County Health Department
Attn: Paola Hurtado, Assistant Deputy Director
300 N. San Antonio Rd
Santa Barbara, CA 93110

- b. Audit Rights. CenCal Health, or its designee, shall have the right to audit Participant's use of Funds awarded under this Agreement. Audit results showing that Funds were not used for the purposes described in Attachment A (or subsequent written approved uses), are unverifiable, or otherwise show evidence of misuse, shall be subject to recoupment by CenCal Health. Upon written notice to Participant, Participant agrees to refund such Funds to CenCal Health within thirty (30) calendar days of written request.

3. Term and Termination

- a. Term. The term of this Agreement shall commence on the Effective Date and continue in effect for a period of twelve (12) months (the "Term"). If necessary, the parties may mutually agree to extend the term of the Agreement by a written amendment.
- b. Termination for Convenience. Either party may terminate this Agreement, for no cause or for convenience, upon sixty (60) days prior written notice to the other party in accordance with Section 5.c. In such event, the parties shall reconcile the funding due or owed to either



- party through verifying actions completed by Participant, consistent with Attachment A, and review of Participant's documentary evidence. Any fees due to CenCal Health or Participant, as applicable, shall be remitted to the other party within thirty (30) days of termination.
- c. Termination for Cause. Either party may terminate this Agreement by providing the other party with a minimum of thirty (30) days prior written notice in the event the other party commits a material breach of this Agreement. The notice must specify the nature of the material breach. In the event the breaching party fails to cure the material breach prior to the end of the thirty (30) day period (the "Notice Period"), this Agreement shall automatically terminate upon expiration of the Notice Period. Material breach by Participant shall include, but not be limited to, a lack of meaningful effort and/or progress to obtain the objectives outlined in Attachment A. Any Funds that were not legitimately expended towards meeting the objectives outlined in Attachment A may be subject to recovery by CenCal Health. Upon written notice to Participant, Participant agrees to refund such Funds to CenCal Health within thirty (30) days of written request.
 - d. Disqualification. In the event the Participant becomes disqualified from participation due to any factor, including but not limited to loss of licensure, business closure, insolvency, bankruptcy, or any other circumstance that renders the Participant unable to fulfill its obligations under this Agreement, CenCal Health shall have the right to immediately terminate this Agreement upon written notice. Additionally, any Funds that were not legitimately expended towards meeting the objectives outlined in Attachment A may be subject to recovery by CenCal Health. Upon written notice to Participant, Participant agrees to refund such Funds to CenCal Health within thirty (30) days of written request.

4. **Rights and Obligations of Both Parties**

- a. Insurance Requirements. Each party agrees to continuously maintain insurance coverages, at its sole cost and expense, as required for their normal course of business, including general liability and professional liability coverages, and any other coverage that each party deems prudent and customary in the exercise of business operations. Such insurance policies shall be in amounts as may be necessary to provide adequate coverage in the discharge of its responsibilities and obligations under this Agreement. Upon request, Participant shall furnish CenCal Health with evidence of such insurance coverage.
- b. Party Representatives. Each party shall designate a primary liaison between Participant and CenCal Health (the "Representative") to serve as the lead contact for each party.
 - i. CenCal Health's Representative shall be:

CenCal Health c/o
Jordan Turetsky
Chief Strategic Engagement Officer
4050 Calle Real



Santa Barbara, California 93110 (805)
685-9525 x1903
jturetsky@cencalhealth.org
www.CenCalHealth.org

ii. Participant's Representative shall be:

Santa Barbara County Health Department Paola
Hurtado, Assistant Deputy Director
300 N. San Antonio Rd
Santa Barbara, CA 93110 (805)
681-5461
phurtado@sbcpd.org
www.countyofsb.org

- c. Compliance with Law. The parties shall comply with all applicable local, state, and federal laws, regulations and guidelines, which pertain to their respective rights, responsibilities, and actions under this Agreement, now in effect or hereafter enacted.
- d. Indemnification. Participant shall indemnify, defend, and hold harmless CenCal Health from any and all liability, loss, settlement, claim, demand, and expense, arising from third party claims relating to Participant's performance or omission of any act under this Agreement.

5. **General Provisions**

- a. The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- b. Participant and CenCal Health shall not discriminate in performance of this Agreement, or related services thereunder, on the basis of age, race, ethnic group identification, ancestry, color, creed, religion, gender, sex, sexual orientation, marital status, national origin, health status, genetic information or characteristics, physical and/or mental disability, medical condition, income level, source of payment, or identification with any other persons or groups defined in Penal Code Section 422.56 in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).
- c. Unless expressly provided otherwise, all notices will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed to the other party's Representative as identified in Section 4.b. Any legal notices to CenCal Health shall require a copy to General Counsel.



- d. The parties are independent contractors. Neither party has the power or authority to act on behalf of the other party as its agent. Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers, or agents of or with each other, nor shall either party so represent itself.
- e. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement.
- f. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein. The unenforceability or invalidity of any Section or provision of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
- g. This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Participant or CenCal Health, and shall not be subject to execution, attachment or similar process, without the written consent of the other party.
- h. Any and all disputes arising in relation to this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. The provisions of the Government Claims Act (California Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the applicable courts located in the counties of San Luis Obispo or Santa Barbara, State of California.
- i. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement.
- j. It is understood and acknowledged by Participant that CenCal Health is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act.
- k. Participant shall not issue any press release concerning the Funds provided hereunder or publicly identify CenCal Health as the provider of such Funds without CenCal Health's prior written consent. Participant shall not use any trade name, trademark, service mark, logo or slogan of CenCal Health without CenCal Health's prior written consent in each instance.
- l. The failure of either party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.
- m. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind the parties to this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

Santa Barbara County Health Department
Mouhanad Hammami

CENCAL HEALTH
Marina G. Owen

By:
Director

By:
Chief Executive Officer

Date

Date



Attachment A: Project Description Capacity Grant Funding

Award: Santa Barbara County Health Department

This Attachment A (Project Description) is attached to and made part of the Agreement between Santa Barbara County Health Department and CenCal Health. Santa Barbara County Health Department shall use the Capacity Grant Funds for the activities and deliverables set forth below. **I. Services**

Provided:

Award Type	Focus Area
Practice Support	Specialty Care
Recruitment	Pediatrics and Primary Care

II. Project Description:

Santa Barbara County Health Department will utilize Capacity Grant Funds to expand access to care by enhancing provider recruitment efforts for the Santa Maria Health Care Center (SMHCC), providing practice support in Lompoc and Santa Maria, and providing endocrinology services in North County, specifically at the SMHCC with virtual coordination for residents of Lompoc and other areas impacted by the lack of Endocrinology.

III. Budget Allocation:

Line Item	Amount
1. Medical Assistant LHCC	\$ 96,562
2. Medical Assistant SMHCC	\$ 96,562
3. Hiring incentives for Physicians	\$ 90,000
4. Jennifer Hone MD (\$150/hour x 8 hours/week x 49 weeks/year)	\$ 58,800
5. Office Supplies	\$ 1,700
Total	\$343,624

IV. Measures of Performance/Deliverables:

Success of the deliverables will be determined through the following outcomes, including but not limited to:

- Member Access Impact
- 720 total new CenCal Health members served within 12 months of grant fund disbursement



- i. 600 new pediatric CenCal members
- ii. 120 new CenCal members for endocrinology care

- Workforce Development
- Hire one (1) Medical Assistant LHCC within two months of grant fund disbursement.
- Hire one (1) Medical Assistant SMHCC within two months of grant fund disbursement.
- Hiring incentives for Physicians, aiming to have a new hire in place by May 2025.
- Hire Jennifer Hone, MD by May 2025.
- Infrastructure Enhancement
- Office Supplies

In addition to the above, CenCal Health will request that Participant report on access and quality impacts as a result of the awarded funding, and as applicable to each practice. The interim and final reports described in the Agreement, and this Attachment A, will include areas to describe these impacts.

V. Reports

Santa Barbara County Health Department will be required to provide CenCal Health with a mid-year report due six (6) months following disbursement, and a final annual report due at the end of the twelve (12) month period. Notifications will be sent to Participant one month in advance and will include the report and budget template. The report must detail progress on the above measures of performance as well as the status of expenditures. Each report is to be submitted to CenCal Health within thirty days of the conclusion of the 6- and 12-month periods, respectively.

VI. Disbursement of Funds:

Funding will be disbursed in one installment, following full execution of the Agreement, in the amount of:

Amount	
Total Award Installment	\$343,624