



GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between Partnership HealthPlan of California (“Partnership”), a public entity contracted with the Department of Health Care Services (“DHCS”), and County of Sonoma (“Grantee”). This Agreement is effective July 1, 2025 (“Effective Date”). Partnership and Participating Site may each individually be referred to herein as “Party” and collectively as “Parties”.

RECITALS/BACKGROUND

Partnership is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in twenty-four counties in Northern California, under a County Organized Health System model.

WHEREAS, the California Department of Health Care Services (DHCS) has encouraged collaboration between Medi-Cal managed care plans and Local Health Jurisdictions (LHJs) to strengthen Community Health Assessments (CHAs) and Community Health Improvement Plans (CHIPs) as a means to improve population health management and align with the DHCS Quality Strategy, including its Bold Goals; and

WHEREAS, Partnership HealthPlan of California (Partnership) has established a funding program to support counties in developing high-quality CHAs and CHIPs in alignment with state expectations and the requirements of the Future of Public Health Funding secured in the 2022 Budget Act (Chapter 249, Statutes of 2022), recognizing that many small and rural counties face barriers such as limited staffing, funding, or hospital infrastructure needed to complete this work.

WHEREAS, the Grantee is able to perform the responsibilities and adhere to the terms and conditions as set forth in this Agreement.

FURTHERMORE, this Agreement identifies each party’s responsibilities and obligations for the allocation of the grant funds to support a project that will improve community health assessment and planning capacity, thereby strengthening public health infrastructure, enhancing data-driven decision making, and supporting alignment with broader population health management goals for Medi-Cal members enrolled with Partnership.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, it is agreed by and between the Parties hereto as follows:

I. GRANTEE’S OBLIGATIONS

- A. Complete and submit a funding application and attestation in accordance with the program requirements;
- B. Execute or submit at least 50% of all DHCS required Memoranda of Understanding (MOUs) with Partnership, before grant funding is allocated;

- C. Use grant funds exclusively for the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) development and tracking, and not for implementation projects or unrelated activities;
- D. Provide follow-up documentation on the use of previously awarded funds as part of any future funding requests;
- E. Coordinate with Partnership’s Community Health Needs Liaison to support monitoring, technical assistance, and alignment with program objectives.

II. PARTNERSHIP’S OBLIGATIONS

- A. Allocate up to \$100,000 per county over a three-year period (July 1, 2025 – June 30, 2028) to support eligible CHA/CHIP development and tracking activities;
- B. Offer annual data reports, shared analytics, and support for data-driven decision making;
- C. Monitor grantee progress by way of Community Health Needs Liaisons to ensure program compliance and effectiveness;
- D. Review submitted applications, attestation forms, and follow-up documentation to inform disbursement decisions and future funding eligibility.
- E. Provide additional custom support and technical assistance for the county’s CHA/CHIP efforts.

III. PAYMENT

- A. Partnership shall disburse the grant amount to the Grantee as follows:

Disbursement and Amount	Scheduled Date	Deliverables
\$100,000	Within 30 days of fully executed Grant Agreement	CHA-CHIP development and regular check-ins
Total Budget: \$100,000		

IV. REPORTING

The Grantee shall submit progress updates as requested by Partnership, including documentation of activities supported by the grant, status of CHA/CHIP development, and a narrative detailing how prior funds were used. These reports will inform future funding requests and must demonstrate alignment with the approved application and attestation.

V. **TERM/CANCELLATION**

- A. Term. The initial term of this Agreement shall run from July 1, 2025 through June 30, 2028. As there is no assurance or guarantee of funding beyond this period, a new agreement would need to be executed between the Parties to extend funding.
- B. Cancellation/Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice, via USPS certified or electronic mail, to the other Party.
- C. Return of Grant Funds. If Participating Site violates, in Partnership's sole determination, the terms of this Agreement, Partnership may, in addition to any other legal remedies it may have, refuse to make future grant payments and demand the immediate return of all or any unexpended portion of grant funds. Participating Site shall immediately comply with such Partnership demands.
- D. Provider in Good Standing.

Eligibility for Partnership Program(s): Eligible providers must have a Partnership contract in place at the time of this Grant Agreement. The provider must remain contracted through duration of this Agreement to be eligible for payment. Eligible providers must be in Good Standing continuously from the beginning of the Grant Agreement to the month the payment is to be disbursed.

Definition of Good Standing: Partnership has the sole authority to determine if a provider is in Good Standing based on the criteria set forth below.

1. Provider is open for services for Partnership members.
2. Provider is financially solvent (not in bankruptcy proceedings).
3. Provider is not under financial or administrative sanctions, exclusion or disbarment from the State of California, including the Department of Health Care Services (DHCS) or the federal government including the Centers for Medicare & Medicaid Services (CMS). If a Provider appeals a sanction and prevails, Partnership will consider a request to change the Provider status to good standing.
4. Provider is not pursuing any litigation or arbitration against Partnership.
5. Provider has not issued or threatened to issue a contract termination notice, and any contract renewal negotiations are not prolonged.
6. Provider has demonstrated the intent to work with Partnership on addressing community and member issues.
7. Provider is adhering to the terms of their contract (including following Partnership policies, quality, encounter data completeness, and billing timeliness requirements).
8. Provider is not under investigation for fraud, embezzlement, or overbilling.

9. Provider is not conducting other activities adverse to the business interests of Partnership.

VI. OTHER PROVISIONS

- A. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and delivered to the other Party by certified or registered mail, return receipt requested or by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for notice or other communications required under this Agreement or by law.
- B. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from this Agreement so long as a court of competent jurisdiction can sever the offending provision and still preserve the purpose of this Agreement and the intent of the Parties.
- C. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall create or shall be deemed to create any joint venture, agency, or partnership between the Parties.
- D. Grant Monitoring. Plan and Grantee will meet on a mutually agreed upon frequency, or upon request to monitor the performance of Parties' responsibilities related to this Grant Agreement.
- E. Change in Law. If any change to an applicable law has a materially adverse effect on the ability of either Party to carry out its obligations under this Agreement, Plan shall, upon written notice to Grantee, amend this Agreement to comply with the change in law in a manner that accomplishes the intents and objectives of the Parties, as evidenced by the terms of the Agreement.
- F. Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.
- G. Assignment. This Agreement shall not be assigned or otherwise transferred, in whole or in part, by Grantee without the prior written consent of Plan. Plan may assign this Agreement in its sole discretion.
- H. Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing from the other Party. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

- I. Non-Discrimination. Grantee and its subcontractors, employees, and agents shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under state and federal law. Grantee and its subcontractors, employees, and agents shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- J. Compliance with Law. Plan is a public agency subject to the laws of the California Public Records Act (“**CPRA**”). Grantee agrees to comply with all federal, state, and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State of California, or locally, to assure quality of service. Grantee agrees to comply with all applicable state, federal, and local laws and regulations during the term of this Agreement.
- K. Audit. Plan reserves the right to audit data submissions prior to payment of grant funds under this Agreement. Upon request, Grantee agrees to provide copies of the supporting documentation based on the obligations of this Agreement.
- L. Liability. Grantee shall indemnify and hold harmless Plan and its commissioners, officers, employees, and agents from and against all allegations, claims, and liabilities that result from any act or omission by Grantee related to this Agreement or the services funded under this Agreement.
- M. Force Majeure. Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance that is beyond the reasonable control of the Party obligated to perform and that by the exercise of reasonable diligence such party is unable to Prevent (each a “**Force Majeure Event**”), then, and only upon giving the other Party written notice within a reasonable time and in reasonably full detail of the Force Majeure Event, such Party’s duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party’s performance for more than ten (10) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement upon written notice to the Party that is unable to perform its obligations under this Agreement. Neither Party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party shall not be deemed Force Majeure Events.
- N. No Third-Party Beneficiaries. The Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is

intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

- O. Jurisdiction and Disputes. The Agreement shall be governed and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Each Party irrevocably consents to personal jurisdiction and venue in the state and federal courts located in the County of Solano, California with respect to any claim arising out of or in connection with this Agreement.
- P. Disputes. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- Q. Arbitration. If any dispute between the Parties arises out of or relates to this Agreement, or the interpretation, validity or enforceability hereof (“**Dispute**”), the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the Parties. If the Dispute cannot be settled through negotiation within a period of thirty (30) days, then, upon notice by either Party to the other Party, either Party may submit the Dispute to binding arbitration before JAMS. The arbitration shall be held in accordance with the JAMS then-current Streamlined Arbitration Rules & Procedures, which currently are available at: <https://www.jamsadr.com/rules-streamlined-arbitration>. The arbitrator shall be either a retired judge, or an attorney who is experienced in commercial contracts and licensed to practice law in California, selected pursuant to the JAMS rules. The Parties expressly agree that any arbitration shall be conducted in Fairfield, California. Each Party understands and agrees that by signing the Agreement, each Party is waiving the right to a jury. The arbitrator shall apply California substantive law in the adjudication of all Disputes. The Parties shall each bear the arbitration costs equally, and each Party shall be responsible for its own attorneys’ fees. The arbitrator’s decision shall be final and binding upon the Parties. The arbitrator’s decision shall include the arbitrator’s findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the commencement of the arbitration proceedings; provided, however, that the arbitrator shall have no jurisdiction to make errors of law or legal reasoning.
- R. Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Agreement, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.
- S. Recitals. The recitals set forth in this Agreement are made a part of the Agreement by this reference.
- T. Counterparts. This Agreement may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.

- U. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly.
- V. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement. This Agreement cannot be assigned or delegated to another entity by either Party.
- W. Survival of Terms. Any provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied. This includes Sections VI.L, VI.O, VI.Q, and VI.R.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA “PARTNERSHIP”**

COUNTY OF SONOMA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____