

***Kaiser Foundation Health Plan, Inc.
Northern California Population Needs Assessment Funding Agreement***

November 11, 2025

Dear Sonoma County Department of Health Services

Kaiser Foundation Health Plan, Inc., on behalf of its Northern California region ("KFHP"), is pleased to inform you that it has approved payment disbursement in the amount of \$160,000 (the "PNA Funds") to County of Sonoma ("Grantee"), pursuant to Title 42 of the Code of Federal Regulations, Section 438.6(b), and the requirements of California Department of Health Care Services ("DHCS"), including but not limited to the CalAIM: Population Health Management (PHM) Policy Guide, upon the terms and conditions set forth in this Funding Agreement ("Agreement"). KFHP and Grantee may each individually be referred to herein as a "Party" and collectively as the "Parties".

1. Purpose of the PNA Funds. Grantee agrees to use the entire PNA Funds during the Funding Period (as defined in Exhibit A) exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A (the "Project"). Grantee may not use any part of the PNA Funds, including any interest earned thereon, for any other purpose without the prior written approval of KFHP. In no event shall Grantee use any of the PNA Funds to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986, as amended. Grantee understands and agrees that KFHP's disbursement of PNA Funds pursuant to this Agreement does not constitute KFHP's agreement to participate in Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) activities.

2. Payment of PNA Funds. Subject to the terms of this Agreement, KFHP agrees pay the PNA Funds to Grantee within sixty (60) calendar days of the Funding Period Start Date set forth in Exhibit A, unless otherwise specified in Exhibit A. Progress toward utilization of funding ("Progress Reports") will be reported to KFHP as specified in Exhibit A. Grantee's failure to meet Project milestones can result in a corrective action plan being imposed on Grantee by KFHP.

3. Return of PNA Funds; Termination. KFHP reserves the right to discontinue, modify, or withhold payments to be made under this Agreement, to terminate this Agreement, and/or to require a total or partial return of any PNA Funds (expended or unexpended) in the following circumstances: (i) if KFHP, in its sole discretion, determines that the Grantee has failed to comply with any term or condition of this Agreement or (ii) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee, to KFHP, or to the PNA Funds. Notwithstanding the foregoing, Grantee shall return all unexpended funds to KFHP at the end of Funding Period set forth in Exhibit A.

4. Reports, Records, Audits and Site Visits. Grantee shall submit written progress report(s) to KFHP in accordance with the due dates and terms set forth in Exhibit A or otherwise communicated to Grantee by KFHP. KFHP, DHCS, the Centers for Medicare and Medicaid Services, the US Health and Human Services Department, the Comptroller General, and the US Department of Justice are authorized to conduct audits, including on-site audits, at any time during the term of this Agreement and within four (4) years after completion of the Project. Grantee shall allow KFHP and its representatives, at their request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFHP deems necessary or appropriate concerning the PNA Funds or the Project. Grantee shall comply with all reasonable requests of KFHP for information and interviews regarding the use of PNA Funds. Grantee shall maintain adequate records sufficient to identify the PNA Funds and to whom and for what purpose such PNA Funds are expended for at least ten (10) years after Grantee spends the PNA Funds.

5. Representations. Grantee acknowledges, represents, and agrees (i) that it acts completely independently of KFHP and is solely responsible for any and all activities of Grantee, including without limitation those activities that are supported by the PNA Funds, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless KFHP, its affiliates, and each of their respective officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project-any act, omission in applying for, accepting, receiving or expending the PNA Funds, or breach of this Agreement by Grantee, its employees, or agents.

6. Tax Exemption Status. If Grantee is exempt from state and/or federal taxation, Grantee will provide KFHP proof of such exemption upon KFHP's written request. If the PNA Funds is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the PNA Funds, and Grantee will indemnify KFHP against any such taxes.

7. Conflict of Interest. Grantee warrants that no part of the Grant provided for herein shall be paid directly or indirectly to any officer or employee of the State of California as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Grantee in connection with any services contemplated or performed relative to this Agreement. Grantee certifies that no member of or delegate of Congress, the General Accounting Office, the U.S. Department of Health and Human Services, CMS, or any other federal agency has or will benefit financially or materially from this Agreement.

8. Confidentiality. Grantee shall not disclose or cause to be disclosed any confidential or proprietary information, records, or other documents relating to the practice, services, operations or business of KFHP that Grantee obtains during the term of this Agreement, except as necessary for the Project. Grantee shall use and disclose all personal health

information and personally identifiable information only in accordance with all applicable state and federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, California Civil Code section 56, *et seq.*, and, with respect to each, any amendments and implementing regulations.

9. Independence of the Parties. Neither the PNA Funds nor this Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between the Parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each Party has entered into this Agreement can still be achieved.

10. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

11. Amendments. The Parties may amend this Agreement only in writing and signed by both Parties; provided, however, that if any law, rule, or regulation applicable to this Agreement, or any interpretation thereof by any court, is modified or implemented during the term of the Agreement in a way that materially changes the terms of the Agreement, KFHP may, upon written notice to Grantee, amend the Agreement to the minimum degree necessary to comply with such a change in law, rule, or regulation.

12. Assignment. Grantee may not assign or delegate any obligations or rights under this Agreement without the prior written consent of KFHP.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as well as all laws and applicable regulations governing the Medi-Cal managed care contract between DHCS and KFHP ("DHCS Contract"). Grantee shall comply with all applicable requirements of the DHCS Contract and the Medi-Cal program, including Medi-Cal or Medicaid statutes, Medi-Cal or Medicaid regulations, and DHCS instructions. This shall include any monitoring requested by KFHP or DHCS.

14. Entire Agreement. This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the Parties, and it constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended or modified except upon the written consent of both Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

16. Recitals and Exhibits. The recitals set forth in, and the exhibits attached to, this Agreement are incorporated made a part of the Agreement by this reference.

Yours in good health,

Vidya Iyengar

VP, Medicaid Operations/Care Delivery - CA/HI

Erica Mahgerefteh

Lead, Medi-Cal Population Needs Assessment and PHM Strategy, CA

Agreed to: County of Sonoma

Signature: _____

Name: Nolan Sullivan

Title: Director of Health Services

Date: _____

Exhibit A: Population Needs Assessment Funding Agreement Summary

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|--|--|
| Grantee Name: Sonoma Department of Health Services | Amount: \$160,000 |
| Project Contact: Lori Houston | |
| Telephone: 706-565-5366 | Email: lori.houston@sonomacounty.gov |
| KFHP Contact: Lindsey Ball KFHP Contact's Email: Lindsey.x1.ball@kp.org | |
| Purpose and Funding Objectives: The PNA Funds disbursed pursuant to the Agreement are intended to support Grantee, a Local Health Jurisdiction, in completion of its Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) in the following ways: <ul style="list-style-type: none">• Administrative support and project management | |
| Funding Period & Project Milestones Start date: July 1, 2025 End Date: June 30, 2027 Administrative Support FY25-26: Proof of hire of Program Planning & Evaluation Analyst (Project Coordinator) and Epidemiologist to support Community Health Assessment/Community Health Improvement Plans, supplemental reporting produced by additional staff Administrative Support FY26-27: Proof of Program Planning & Evaluation Analyst (Project Coordinator) and Epidemiologist support of Community Health Assessment (CHA)/Community Health Improvement Plans (CHIP), supplemental reporting as appropriate for each staff member and their contributions to the CHA/CHIP process. | |
| Disbursement of PNA Funds Subject to the terms of the Agreement, KFHP will disburse the PNA Funds to Grantee in a single installment for 2 year funding requests, within sixty (60) calendar days of the Funding Period Start Date set forth above, as required by DHCS. To be eligible for funding, Grantee must submit to KFHP one (1) copy of the Grantee's W-9 form and any additional documentation reasonably requested by KFHP. KFHP shall have no obligation to provide any additional funding to Grantee under this Agreement or for any other purpose. Grantee shall not use any portion of the PNA Funds for costs not approved under this Agreement, including, but not limited to, the following: <ul style="list-style-type: none">• Indirect costs, including accounting and legal expenses, administrative salaries, office expenses, rent, security expenses, telephone expenses, and utilities, unless otherwise approved under this Agreement.• Capital campaigns; | |

- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by other duplicative funding source;
- Direct services billable to KFHP, and/or
- Other miscellaneous lines items.

Reporting Requirements:

Grantee shall prepare and deliver Progress Reports to KFHP by the dates identified below. Submission of Progress Reports will be completed via an online portal or as otherwise indicated by KFHP. KFHP may request additional Progress Report(s) during the Term and up to one (1) year after the expiration or termination of this Agreement.

Grantee shall submit each Progress Report no later than five (5) business days after the reporting date listed below:

| <u>Progress Report</u> | <u>Reporting Date</u> |
|-------------------------------|------------------------------|
| Mid-Term Progress Report | June 30, 2026 |
| Final Progress Report | June 30, 2027 |

KFHP may change the reporting due date(s) of the Progress Reports based on changes to DHCS's submission timeframe or upon written agreement between KFHP and Grantee.

Each Progress Report shall (1) document progress toward the funding activity(ies) listed in "Purpose and Funding Objectives" above in the format required by KFHP and (2) meet other requirements imposed by DHCS.

Failure to timely complete and submit Progress Reports, or submission of incomplete Progress Reports, may impact receipt of PNA Funds under this Agreement and may disqualify Grantee from receiving any future Population Needs Assessment funding.

Grantee's reporting obligations shall survive any expiration or termination of the Agreement.