

FUNDING IN AGREEMENT #9375

Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) Funding

THIS FUNDING AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and Kaiser Foundation Health Plan, Inc., on behalf of its Northern California region, a Medi-Cal managed care plan, duly qualified to conduct business in the State of California, whose principal place of business is One Kaiser Plaza, Oakland, CA 94612, (hereinafter referred to as “Kaiser”).

RECITALS

WHEREAS, Kaiser and County agree to participate in the Population Health Management (PHM) Program pursuant to Title 42 of the Code of Federal Regulations (CFR), Section 438.6(b), and the requirements of California Department of Health Care Services (DHCS), including but not limited to the CalAIM: PHM Policy Guide located at <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>;

WHEREAS, the purpose of the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) funding granted by Kaiser to County, is to support County, a Local Health Jurisdiction (LHJ), in the development, operationalization and evaluation of its CHA and CHIP by providing meaningful contributions that support improving the quality of life and health outcomes of El Dorado County’s residents, including the Medi-Cal managed care population, through population health management efforts identified in the CHA and CHIP;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the stated purpose;

NOW, THEREFORE, County and Kaiser mutually agree as follows:

ARTICLE I

Use of Funds and Payment:

Use of Funds: County agrees to use the entire CHA/CHIP funds during the Funding Period (as defined in Exhibit A marked “CHA and CHIP Funding Agreement Summary”) exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A, attached hereto and incorporated herein.

County agrees that CHA/CHIP funds cannot be used for: capital campaigns, endowments, annual drives, operating deficit, debt retirement, direct services billable to other payers, or miscellaneous line items.

Payment: Kaiser agrees to disburse CHA/CHIP Funds in the amount of \$38,570 for Fiscal Year (FY) 2025/26 to County within sixty (60) calendar days of the execution date of this Agreement. In accordance with the Article titled “Maximum Obligation” Kaiser agrees to disburse the funding provided for FY 2026/27 and FY 2027/28 within sixty (60) calendar days of notice of allocation amount to County.

A final reconciliation of funds shall occur within ninety (90) calendar days following the end of each FY. If the funds are not fully expended, they may be rolled over and remain available for County's use in addition to the following FYs allocation.

ARTICLE II

Term: This Funding Agreement shall become effective when fully executed by the parties hereto and shall cover the period from July 1, 2025 through June 30, 2028, unless terminated earlier pursuant to the provisions contained herein this Agreement.

ARTICLE III

Maximum Obligation: The maximum obligation for the first Fiscal Year (FY 2025/26) of the Agreement shall not exceed \$38,570. The maximum obligation for funding provided under this Agreement for Fiscal Year 2026/27 (FY Two) and Fiscal Year 2027/28 (FY Three) will be adjusted each FY based on Kaiser 's appropriated allocation at that time.

Fiscal Year Two and Fiscal Year Three allocations shall be subject to mutual agreement of the parties. The parties will meet in good faith no later than May 1 of the current fiscal year to determine these allocations. Upon agreement of the parties, Kaiser will issue a written determination and release of funds to the County of the allocation amounts for FY Two and FY Three at least thirty (30) calendar days prior to June 30 of current fiscal year to be in effect for July 1 of next fiscal year. Kaiser shall provide said written determination to County in accordance with the Article titled "Notice to Parties." The revised amounts for Fiscal Year Two and Fiscal Year Three shall be incorporated by reference as if fully set forth herein and the Table below shall be updated with the maximum obligation adjusted to match the allocation, without need for an Amendment, to be effective immediately following said notice.

Fiscal Year	Allocation Amount
FY One (1) 2025/26 (7/1/25 – 6/30/26)	\$38,570
FY Two (2) 2026/27 (7/1/26 – 6/30/27)	To Be Determined
FY Three (3) 2027/28 (7/1/27 – 6/30/28)	To Be Determined

If additional funds become available from Kaiser throughout any Fiscal Year, Kaiser shall provide notification to County in accordance with the Article titled "Notice to Parties," and the Tables for FY 2025/26, FY 2026/27, and FY 2027/28 shall be adjusted accordingly consistent with the above provision.

County's progress toward utilization of CHA/CHIP funding ("Progress Reports") will be reported to Kaiser as specified in Exhibit A.

ARTICLE IV

Taxes: Kaiser certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Kaiser to County. Kaiser agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO

directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Kaiser is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The County will provide Kaiser advance written notice of such termination, allowing Kaiser at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Kaiser to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from Kaiser and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Kaiser, and County may perform similar work or services for others.

ARTICLE VIII

Confidentiality: County and Kaiser shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. County and Kaiser, and both parties' staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: County is engaged by Kaiser for its unique qualifications and skills as well as those of its personnel. County shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of Kaiser.

ARTICLE X

Audit by California State Auditor: County acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, County shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Termination and Cancellation:

- A. **Ceasing Performance:** Either party may terminate this Agreement in the event the other party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- B. Termination or Cancellation without Cause: Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, Kaiser will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall Kaiser be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, County shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Kaiser shall be addressed as follows:

KAISER FOUNDATION HEALTH PLAN, INC.
One Kaiser Plaza
Oakland, CA 94612
ATTN: Lindsey Ball
Email: Lindsey.x1.ball@kp.org

or to such other location or email as the Kaiser directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Kaiser 's principal place of business, Kaiser 's Agent for Service of Process, or Notices to Kaiser, Kaiser shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: Kaiser shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Kaiser, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Kaiser to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

County shall defend, indemnify, and hold Kaiser harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Kaiser, County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Kaiser, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save Kaiser harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

ARTICLE XVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Kaiser and performing work for County and who are considered to be a consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will

provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Kaiser covenants that during the term of this Agreement neither it, or any officer or employee of the Kaiser, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Kaiser becomes aware of a conflict of interest related to this Agreement, Kaiser shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Termination and Cancellation."

ARTICLE XVIII

Licenses: Kaiser hereby represents and warrants that Kaiser and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Kaiser and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Kaiser and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Kyle Fliflet, MIPH, Deputy Director of Public Health, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Kaiser with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic

signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXIV

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Kyle Fliflet, MIPH
Deputy Director of Public Health
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

-- KAISER FOUNDATION HEALTH PLAN, INC. --

By: _____ Dated: _____
(Name)
(Title)
"Kaiser"

Kaiser Foundation Health Plan, Inc.
Exhibit A
CHA and CHIP Funding Agreement Summary

- A. **Purpose and Funding Objectives:** The CHA/CHIP funds disbursed to County, pursuant to the Agreement, are intended to support County, a LHJ, in completion of its CHA and CHIP in the following ways:
1. Funding a position to serve as the CHA/CHIP Project Lead, responsible for administrative support, project management, and governance.
 2. Funding data infrastructure for web-based data-visualization and continuous quality improvement via a data dashboard to track progress/outcome measures.
 3. Funding for community engagement to increase additional participation in CHA/CHIP activities, including gift cards (e.g., gas cards, grocery cards, etc.). Spending on gift cards must not exceed 15% of the total allocation amount per fiscal year.
- B. **County Project Milestones:**
1. Hire, onboard, train, and/or coach the CHA/CHIP Project Lead with their new accountabilities including administrative support for workstreams and steering committee governances.
 2. Develop and monitor data dashboard for tracking progress/outcome measures.
 3. Identify activities needing additional participant engagement support and develop method for using remaining funds to incentivize participation.
- C. **Reporting Requirements:** County will provide an Annual Progress Report summarizing how allocation was utilized towards funding objectives within sixty (60) days of the end of each FY. Annual Progress Report elements will be determined and mutually agreed to within the first six (6) months of the term of the Agreement.