

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

June 2, 2025

Dear San Bernardino County Department of Public Health:

Kaiser Foundation Health Plan, Inc., on behalf of its Southern California region (“KFHP”), is pleased to inform you that it has approved payment disbursement in the amount of \$215,000 (the “PNA Funds”) to the San Bernardino County Department of Public Health (“Recipient”), 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 Recipient may each individually be referred to herein as a “Party” and collectively as the “Parties”.

1. Purpose of the PNA Funds. Recipient 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”). Recipient 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 Recipient use any of the funds from 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. Recipient understands and agrees that the PNA Funds to be disbursed by KFHP pursuant to this Agreement does not constitute KFHP’s agreement to participate in CHA/CHIP activities. Recipient will also leverage funding from other managed care plans operating in San Bernardino County to support activities described in Exhibit A.

2. Payment of PNA Funds. KFHP agrees to pay Recipient \$215,000 of the PNA Funds within sixty (60) calendar days of the Funding Period Start Date set forth in Exhibit A. Progress toward utilization of funding will be reported to KFHP as specified in Exhibit A. Failure to meet milestones can result in a corrective action plan being imposed on Recipient by KFHP.

3. Return of PNA Funds. 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 funds, including any unexpended funds, under the following conditions: (i) if KFHP, in its sole discretion, determines that the Recipient 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

Recipient, to KFHP, or to the PNA Funds. Notwithstanding the foregoing, Recipient 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. Recipient shall submit written progress report(s) to KFHP in accordance with the due dates and terms indicated in Exhibit A or otherwise communicated to Recipient 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. Recipient shall allow KFHP and its representatives, at its request, to have reasonable access during regular business hours to Recipient's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFHP deems necessary or appropriate concerning PNA Funds. Recipient shall comply with all reasonable requests of KFHP for information and interviews regarding the use of PNA Funds. Recipient 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 Recipient spends the PNA Funds.

5. Representations and Indemnification.

- A. Recipient acknowledges, represents, and agrees (i) that it acts completely independently of KFHP and is solely responsible for any and all activities of Recipient, 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, settlements, demands, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission in applying for, accepting, receiving, or expending the PNA Funds, or breach of this Agreement, by Recipient, its employees, or agents.. The terms of this Section 5A shall survive the termination of this Agreement.
- B. KFHP shall indemnify, defend, and hold harmless Recipient, its governing board, directors, officers, employees, agents, subcontractors and representatives (individually and collectively hereinafter referred to as "Recipient Indemnitees") from any liability, loss, settlement, claim, demand, and expense (including reasonable attorneys' fees) resulting from any act or omission relating to the disbursement of PNA Funds, or breach of this Agreement, by KFHP, its employees, subcontractors (other than the Recipient Indemnitees), representatives and agents.. The terms of this Section 5B shall survive the termination of this Agreement.

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

7. Conflict of Interest. Recipient 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 Recipient in connection with any services contemplated or performed relative to this Agreement. Recipient 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. Recipient 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 Recipient obtains during the term of this Agreement, except as necessary for the Project. Recipient 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 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), California Civil Code section 56, *et seq.*, and 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 Recipient 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. Recipient 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 Recipient, amend the Agreement to the minimum degree necessary to comply with such a change in law, rule, or regulation.

12. Assignment. Recipient 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"). Recipient 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.

17. Electronic Signature. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

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: San Bernardino County Department of Public Health

Signature: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

Exhibit A: Population Needs Assessment Funding Agreement Summary

Recipient Name: San Bernardino County Department of Public Health	Amount: \$215,000
Project Contact: Ken Johnston, Division Chief	
Telephone: 909.387.6469	Email: Ken.Johnston@dph.sbcounty.gov
KFHP Contact: Lindsey Ball KFHP Contact's Email: Lindsey.x1.ball@kp.org	
<p>Purpose and Funding Objectives: The PNA Funds disbursed pursuant to the Agreement are intended to support Local Health Jurisdictions in completion of the organization's Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) in the following ways:</p> <ul style="list-style-type: none">• Community engagement (e.g., incentives/food for community participation, funds for childcare, and gas cards)• Administrative support and project management• Consultants who specialize in providing support on CHAs/CHIPs (e.g., data collection and analysis, stakeholder outreach and meeting facilitation, subject matter experts on topics such as the MAPP process, report writing)• Communications (e.g., funding for media/messaging about CHA, sharing success stories, and consultants) <p style="text-align: center;"><u>Community Engagement</u></p> <p>CHA/CHIP Meeting Support: Meetings to provide CHIP progress updates regarding input obtained from the community during the CHA. Community engagement meetings will allow the LHJ to collect feedback regarding the CHIP implementation. Childcare, gas cards, and food will help to remove barriers to community participation.</p> <p>Milestones:</p> <ul style="list-style-type: none">• Identify five priority population communities by November 30, 2025.• Conduct first round of meetings in each of the priority communities by November 30, 2025.• Conduct second round of meetings in each of the priority communities by May 31, 2026. <p>2.0 FTE Health Educator Specialist II (extra-help): HES IIs will develop and coordinate ongoing stakeholder relationship management with organizational leads of CHIP strategies and activities. They will serve as leads of HES Is to conduct community engagement in support of CHIP strategies and activities.</p> <p>Milestones:</p> <ul style="list-style-type: none">• Fill two Health Educator Specialist II positions.• Develop priority populations/sectors for engagement by November 30, 2025.• Manage the Community Vital Signs (CHA/CHIP) website, marketing material development, and develop communication for stakeholders (ongoing).	

- Ensure stakeholders remain engaged in CHA development and CHIP implementation (ongoing).

3.0 FTE Health Educator Specialist I (extra-help): HES Is will serve as liaisons between the LHJ and organizational partners implementing CHIP strategies and activities. They will develop outreach materials, social media contents, and conduct community engagement in support of the CHIP.

Milestones:

- Fill three Health Educator Specialist I positions.
- Develop stakeholder and community marketing and meeting materials (ongoing).
- Research, network, schedule, and conduct 1:1 meetings with stakeholders (ongoing).
- Support event planning and facilitation (ongoing).

Event/Meeting Support: Materials, supplies, handouts, AV, printing, language support, venue rental

Milestones:

- Two meetings in each of five communities.

Facilitator/Speaker Honorariums: Emcee/guest speakers for CHIP community engagement.

Milestones:

- Two meetings in each of five communities.

Administrative Support

1.0 Office Specialist (extra-help): Administrative/clerical support for CHA and CHIP development and implementation.

Milestones:

- Fill one Office Specialist position.

Consultant

Collective Impact Consultants: Consult on effective CHA/CHIP governance, by-laws, vision, sustainability/funding, MAPP framework implementation, Accountable Communities for Health. Develop a population health data platform that will ingest and visualize data from multiple secondary and primary sources to inform CHIP implementation strategies, track progress of health indicators associated with the CHIP, inform future community health assessments, and link users to policies and evidence-based practices for specific issues to guide community health improvement efforts.

Milestones:

- By December 31, 2025, Recipient will have fully executed agreements with consultants to:
 1. Conduct collective impact and MAPP training
 2. Complete an evaluation and recommendations report
 3. Support the development of a population health data platform
- By May 31, 2026, Recipient will have completed the following:
 - Collective impact/MAPP training; and
 - Evaluation and recommendations report.

Communication

Tools to promote CHIP community engagement meetings.

Milestones:

- Constant Contact – Ongoing management of CHIP email campaigns (ongoing).
- Eventbrite – community engagement event registration (ongoing).
- Social media boosts to extend event and meeting promotion (ongoing).

Funding Period

The term of this Agreement shall become effective as of date of last signature (“Effective Date”) and shall continue in effect through June 30, 2026, or until the project is complete, whichever is earlier.

Disbursement of PNA Funds

Subject to the terms of the Agreement, KFHP will disburse the PNA Funds to Recipient in a single installment for 1 year funding requests. To be eligible for funding, Recipient must submit to KFHP one (1) copy of the Recipient’s W-9 form and any additional documentation reasonably requested by KFHP.

KFHP will distribute the funds as follows: KFHP will disburse funds on or within 60 days of the Funding Period Start Date set forth above, as required by the Department of Health Care Services.

KFHP shall have no obligation to provide any additional funding to Recipient under this Agreement or for any other purpose.

Recipient shall not use any portion of the PNA Funds for costs not approved under this Agreement, including, but not limited to, the following:

- 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; or
- Direct services billable to KFHP, and/or
- Other miscellaneous lines items.

Reporting Requirements:

Recipient shall prepare and deliver an annual progress report to KFHP by the dates identified below. Submission 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.

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

Progress Report

Reporting Date

Final Progress Report

Upon Project completion and no later than June 30, 2026.

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 Recipient.

Each Progress Report shall (1) document progress toward funding activity listed in "Population Needs Assessment Funding Objectives" in a progress report provided by KFHP and (2) meet other requirements imposed by DHCS.

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

The reporting obligations of this Article shall survive any expiration or termination of this Agreement.