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Kaiser Foundation Health Plan, Inc.
Provider Incentive Payment Agreement

This Provider Incentive Payment Agreement ("Agreement") is entered into between Kaiser Foundation Health Plan, Inc., ("KFHP"), and County of Fresno, located at 2281 Tulare Street, Suite 304 Fresno, CA 93721("Provider"), effective as of July 14, 2026.

1. Background

KFHP participates in California Department of Health Care Services ("DHCS") programs that provide incentive funding to Medi-Cal managed care plans to build capacity and improve outcomes for members experiencing complex medical and housing needs.

2. DHCS Incentive Funding Program(s)

This Agreement may be used for one or both of the following DHCS incentive funding programs (each a "Funding Program" and collectively, the "Funding Programs"):

Select all that apply:

☐ CalAIM Incentive Payment Program (IPP)

☒ Housing and Homelessness Incentive Program (HHIP)

The incentive payments made by KFHP to Provider pursuant to this Agreement support the provision of Medi-Cal services in the following county listed.

County/Service Area(s): Fresno

3. Term

The term of this Agreement begins on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, continues through the end date specified in Exhibit A (the "Term"). Certain provisions (including confidentiality, record retention, audit rights, reporting, and any other provision that by its nature is intended to survive or cannot be fully performed prior to expiration or termination) survive expiration or termination.

4. Payment

Incentive payment(s); project milestones, deliverables and reporting requirements; and any program-specific conditions are set forth in Exhibit A which is attached and incorporated by reference into this Agreement.

KFHP's obligation to pay is contingent upon Provider's continued compliance with this Agreement and all applicable program terms.

Provider acknowledges that KFHP and its representatives have made no actual or implied promise of funding except for the Incentive Payment amount(s) specified by this Agreement.

5. Use of Funds

5.1 Provider agrees to use all funds solely to accomplish the goals, objectives, activities, and outcomes specified in Exhibit A during the Term and for no other purpose without KFHP's prior written approval.

5.2 Provider understands and agrees that funds may not be used for political campaign activities; attempts to influence legislation (except non-partisan analysis, study, or research); or any purpose other than those charitable purposes permitted by Section 170(c)(2)(B) of the Internal Revenue Code.

5.3 Provider further understands and agrees that, unless expressly authorized in Exhibit A, funds may not be used for indirect costs, capital campaigns, endowments, annual drives, operating deficit or debt retirement, services or costs previously funded by other sources, or services billable to KFHP.

6. Reports, Records, Audits, and Site Visits

Provider shall submit progress reports by the due dates set forth in Exhibit A and as otherwise reasonably requested by KFHP. Provider shall maintain complete and accurate records sufficient to identify receipt and expenditure of funds for at least ten (10) years after the Term.

KFHP, DHCS, the Centers for Medicare & Medicaid Services, the U.S. Department of Health and Human Services, the Comptroller General, and the U.S. Department of Justice may conduct audits, including on-site reviews, during the Term and for four (4) years after project completion. Provider shall provide reasonable access to files, records, personnel, and relevant beneficiaries for audit, verification, and evaluation. Provider shall comply with all reasonable requests of KFHP for information and interviews regarding the use of incentive funding. Provider shall maintain adequate records sufficient to identify the incentive and to whom and for what purpose such funds are expended for at least ten (10) years after Provider spends the incentive.

7. Performance Standards and Monitoring

Provider shall adhere to the project milestones and due dates set forth in Exhibit A and shall promptly notify KFHP of any material issues impacting performance or timeline.

If KFHP determines that Provider's performance is unsatisfactory, the parties will work in good faith on corrective actions. KFHP reserves the right to discontinue, modify, withhold, or require Provider to refund payments as provided in this Agreement.

8. Publicity and Use of Logos

Provider may not use KFHP's name or logo without prior written approval. Press releases and public announcements directly related to this Agreement require KFHP's prior review and approval.

Provider grants KFHP a royalty-free, non-exclusive license to use project work product (excluding protected personal or privileged information) to further KFHP's activities as a Medi-Cal managed care plan.

Provider agrees to deliver to KFHP a copy of any third-party reports, articles or other publications regarding the project funded Funding Program(s) that are available to the public and, upon request, to provide reasonable assistance to KFHP to obtain rights to reproduce and distribute such publications.

KFHP may periodically publicize project progress and/or results through public communications (including press releases), reports, website, and other materials. Provider agrees that KFHP may disclose information about the project and Provider's organization and use Provider's name and marks in such communications; provided however, KFHP shall obtain Provider's prior consent and the use of Provider's name and marks shall be in accordance with Provider's written policy(ies) on those matters (if any) that Provider has furnished to KFHP. Upon request by KFHP, and to the extent permitted by applicable law and Provider policies, Provider agrees to provide reasonable assistance to KFHP to obtain signed publicity waivers from employees, volunteers, and other persons associated with Provider (for example, for use of photos or video taken by KFHP in connection with the Funding Program(s)). The terms of this provision survive up to twelve (12) months beyond the expiration of the Funding Program(s) term.

9. Confidentiality and Privacy

Each party shall keep confidential the terms of this Agreement and any confidential or proprietary information received from the other party, and shall use and disclose protected health information and personally identifiable information only as permitted by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and California Civil Code Section 56 et seq. and any amendments and implementing regulations.

These obligations do not restrict disclosures required by law, by officials or accreditation organizations having jurisdiction, in legal or administrative proceedings, of information that is public or independently developed without reference to the other party's confidential information, or information disclosed as necessary, and as permitted by applicable law, to a party's agents and affiliates to perform essential corporate activities.

10. Conflict of Interest

Provider warrants that no portion of funds shall be paid directly or indirectly to any officer or employee of the State of California contrary to applicable law and that no federal official will benefit financially or materially from this Agreement. The parties will promptly disclose any potential conflicts of interest that arise during the Term.

11. Representations. Provider acknowledges, represents, and agrees (i) that it acts completely independently of KFHP and is solely responsible for any and all activities of Provider, including without limitation those activities that are supported by the Incentive Payment, 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 and any act, omission, or breach of this Agreement by Provider, their respective employees, or agents, in applying for, accepting, receiving, or expending the Incentive Payment.

12. Tax and Exempt Status

Provider represents that it is currently and shall remain during the period funded, a local, state or federal government agency eligible to receive charitable contributions or a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code. Provider agrees to notify KFHP immediately of any changes in its nonprofit or government agency status during the term of the Funding Program(s). If Provider is tax-exempt, Provider shall furnish evidence upon KFHP's request. If the funds constitute a taxable event for Provider, Provider is responsible for associated taxes and shall indemnify KFHP against such taxes.

13. Compliance

Provider agrees to comply with all applicable laws pertaining to the use of the Funding Program(s) funds and Provider's development and operation of the project. Provider shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with the Funding Program(s), and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFHP and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Provider may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of

Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

14. Termination; Return/Refund; Changes in Law

14.1 Termination without Cause. KFHP may terminate the Agreement without identifying a cause upon thirty (30) days' written notice to Provider.

14.2 Termination for Cause. KFHP may terminate the Agreement if Provider has not cured a breach within thirty (30) days after receipt of notice from KFHP that describes the breach in reasonable detail.

14.3. Immediate Termination. KFHP may discontinue, modify, or withhold payments, terminate this Agreement, and/or require total or partial refund of funds, including unexpended funds, if KFHP determines, in its sole discretion, that Provider has failed to comply with any term or condition, to protect program purposes or any other charitable activities of KFHP, or to comply with law, regulation, or regulatory agency policy applicable to Provider, KFHP, or this Agreement. All unexpended funds must be returned at the end of the Term.

15. Independence of the Parties

The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, or joint venture.

16. Equal Employment Opportunity and Compliance

Provider agrees to comply with applicable equal opportunity and affirmative action requirements, including those referenced in federal regulations (e.g., 48 CFR Part 52 as applicable), and to maintain all licenses and credentials required to perform its obligations.

17. Nondiscrimination

Provider agrees that, in carrying out the objectives supported by the Funding Program(s), it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

18. Assignment

Provider may not assign, delegate, or subcontract obligations or rights under this Agreement without KFHP's prior written consent. Any change of ownership or control of Provider shall be deemed an assignment.

19. Change in Provider Operations

Provider agrees to advise KFHP, within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Provider’s status.

19.1 A change to Provider's financial or other condition sufficient, in KFHP's sole discretion, to endanger Provider's ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its government agency status;

19.2 A change to Provider's organizational mission that, in KFHP's sole discretion, substantially reduces the relevance of any Funding Program(s) objectives to that mission or Funding Program(s);

> 19.2.a Provider no longer retains the services of personnel adequate to enable Provider to continue to perform its obligations under this Agreement;
>
> 19.2.b Provider's inability to expend Program(s) funds in accordance with the terms of this Agreement, or;
>
> 19.2.c Any development that significantly and adversely affects the operation of Provider or its ability to continue to support the HHIP and/or IPP.

20. Governing Law; Entire Agreement; Counterparts

This Agreement is governed by the laws of the State of California and applicable Medi-Cal statutes, regulations, and DHCS instructions. Provider shall comply with all applicable requirements of the Medi-Cal program and the DHCS contract applicable to KFHP.

This Agreement (including all exhibits) constitutes the entire agreement between the parties and supersedes prior understandings regarding its subject matter. Any amendment must be in writing and signed by both parties; provided, however, if a change in law or regulation materially affects this Agreement, KFHP may amend the Agreement to the minimum degree necessary to comply, upon written notice to Provider.

This Agreement may be executed in counterparts, including by exchange of electronic or PDF signatures having the same legal effect as though they were original signatures, and taken together will constitute a single Agreement.

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Signature Page

By signing below, the Provider signatory represents that they have authority to bind Provider and agrees to the terms of this Agreement.

Provider Organization Legal Name:	County of Fresno
Authorized Signatory (Name):	Garry Bredefeld
Title:	Chairman, Board of Supervisors of the County of Fresno
Signature:	Garry Bredefeld
Date Signed:	July 14, 2026

By signing below, the KFHP signatory represents that they have authority to bind KFHP and agrees to the terms of this Agreement.

Kaiser Foundation Health Plan, Inc.

Name:	Vidya Iyengar
Title:	VP, Medicaid Care Delivery/Operations CA & HI
Signature:	DocuSigned by: Vidya Iyengar CDA8D809DAAE4BA...
Date Signed:	7/8/2026 | 12:00 PM PDT

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By Alexandria Vii _Deputy

Org No.: 0129
Account No.: 3575
Fund No.: 0023
Subclass No.: 17129

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Exhibit A — ***Project Summary, Payment, and Reporting***

Incentive Number: TR1015	**Date Authorized:** May 27, 2026
Grantee Name: County of Fresno	**Amount:** $15,136
Project Contact, Title: Dylan McCully, Housing & Homelessness Division Manager	
Telephone: 559-600-1225	**Email:** dMcCully@fresnocountyca.gov
KFHP Contact: Allissa Latham, CalAIM IPP Program Manager **KFHP Contact's Email:** Allissa.X.Latham@kp.org	

Incentive Purpose:

As designed, the incentive payments are intended to complement and expand the Transitional Rent (TR) Community Supports benefit in the following ways:

- Build appropriate and sustainable capacity;
- Drive KFHP investment in necessary delivery system infrastructure;
- Bridge current silos across physical and behavioral health care service delivery;
- Reduce health disparities and promote health equity;
- Achieve improvements in quality performance; and
- Incentivize KFHP take-up of Community Supports.

KFHP has agreed to fund Grantee's funding request in the amount of $15,136

Incentive Objectives:

Per the application submitted, Grantee agrees to meet the implementation milestones below during the grant period. Milestones are expected to be achieved according to the dates indicated in awardee's application. All milestones are expected to be completed by June 1, 2027, unless otherwise approved by KFHP.

MILESTONES:

1.1. Establish and operationalize Fresno County Flex Pool, including staffing, partnerships and workflows by October 1, 2026
1.2. Oversee and adjust workflows as needed on a quarterly/bi-annually to enhance implementation, maintain infrastructure and secure long-term sustainability of the program by December 31, 2026
1.3. Track and report on Transitional Rent housing outcomes by December 31, 2026
1.4. Support Fresno Madera CoC HUD NOFO activities by February 28, 2026
1.5. Support Fresno Madera CoC 2026 Point-in-Time Count by April 30, 2026

Grant Period

Start date: July 14, 2026 **End Date:** June 1, 2027

The Grant Period indicated above is inclusive of the anticipated implementation period (July 14, 2026 to June 1, 2027) and anticipated reporting period(s) as indicated below under Reporting Requirements.

Awardees are expected to achieve milestones by **May 31, 2027** unless otherwise agreed to and authorized by KFHP.

Disbursement of Incentive Payment

KFHP will disburse the Incentive Payment to Grantee in two (2) installments. 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 will distribute the funds as follows:

- KFHP will make the first Incentive Payment (75% of the total) within approximately sixty (60) calendar days of the receipt of Grantee's fully executed Grant Agreement.
- KFHP will make the second Incentive Payment (remaining 25% of the total) within sixty (60) calendar days of approval of an Interim Progress Report (as defined below).

KFHP shall have no obligation to provide any additional funding or incentive support to the Grantee under this Agreement or for any other purpose.

Grantee shall refrain from using any portion of the Incentive Payment 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 KFHP or other duplicative funding source; or
- Direct services billable to KFHP, and/or
- Other miscellaneous line items.

Reporting Requirements

Grantee shall prepare and deliver at least two (2) progress reports ("Interim Report" and "Final Report") to KFHP by the dates identified below. Submissions 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 the Final Report no later than five (5) business days after the reporting date listed below:

Progress Report	**Reporting Date**
Interim Report	October 30, 2026
Final Report	Following completion of final milestones, no later than May 31, 2027

KFHP may change the reporting due date(s) of the Final Report based on changes in the submission timeframe or upon written notice to Grantee as approved by KFHP.

The Final Progress Report must include documentation indicating achievement of each milestone listed in this Agreement, as submitted by Grantee and approved by KFHP as part of the First Progress Report. The Final Report shall document progress and provide data in accordance with the progress report template provided by KFHP.

Failure to timely complete and submit Final Reports may impact receipt of Incentive Payment(s) under this Agreement and may disqualify Grantee from receiving any future Incentive Payments.

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