



# RESOLUTION No. 24-097

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING WITH BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) PAYMENT THROUGH THE CALAIM INCENTIVE PROGRAM (IPP) FOR THE ENHANCED CARE MANAGEMENT (ECM) PROGRAM IN THE MAXIMUM AMOUNT OF \$72,212.74 FOR THE SERVICE PERIOD OF JULY 1, 2023, THROUGH DECEMBER 31, 2023 TO BE PAID IN ONE LUMP SUM UPON EXECUTION OF THIS MOU

WHEREAS, On January 10, 2023, per Resolution 23-004, the Nevada County Board of Supervisors approved execution of a Memorandum of Understanding (MOU) with Blue Cross of California Partnership Plan, Inc. (Anthem) in order for Nevada County to receive payment through the CalAIM Incentive Program (IPP) for services including infrastructure and startup support for the Enhanced Care Management (ECM) program; and

WHEREAS, Nevada County Behavioral Health (NCBH) was awarded a second round of IPP funding by Anthem and California Health & Wellness to further support implementation of its ECM team for services and activities during the reporting period of July 1, 2023, through December 31, 2023; and

WHEREAS, the ECM team provides case management and care coordination services to individuals experiencing homelessness with mental illness and/or substance use disorders; and

WHEREAS, the parties desire to enter into this new MOU pertaining to the second-round funding in the maximum amount of \$72,212.74 for the service period of July 1, 2023, through December 31, 2023, to be paid in one lump sum upon execution of this MOU.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding by and between the Blue Cross of California Partnership Plan, Inc. (Anthem) and Nevada County Behavioral Health pertaining to awarding the County's Behavioral Health Department grant funds in the amount of \$72,212.74 to support implementation of its Enhanced Care Management team, to be paid following the date of execution, hereby is approved in substantially the form attached hereto, and that the Nevada County Behavioral Health Director be and is hereby authorized to execute the MOU on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40103-493-2200 / 462400

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of March 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.


Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND  
 COUNTY OF NEVADA**

CATEGORY	COUNTY OF NEVADA	ANTHEM
<b>LIAISON</b>	Appoint a liaison person(s) to coordinate activities with Anthem and to notify ( <i>Provider</i> ) staff of their roles and responsibilities to comply with the requirements of the Provider Capacity Incentive Program.	Appoint a liaison person(s) to coordinate activities with ( <i>Provider</i> ) and to notify staff and providers of their responsibility to comply with the requirements of the Provider Capacity Incentive Program.
<b>CAPACITY FUNDING REQUIREMENTS</b>	<ol style="list-style-type: none"> <li>1. Capacity funds cannot be used for: capital campaigns, endowments, annual drives, operating deficit, debt retirement, replacement of previously funded services, direct services billable to other payers, or miscellaneous line items.</li> <li>2. Provide Anthem required documentation to support funding request</li> </ol>	<ol style="list-style-type: none"> <li>1) Anthem will advance to sponsored party one lump sum in the amount of \$72,212.74 as an incentive to assist with provider capacity building activities such as:           <ol style="list-style-type: none"> <li>a) Data Infrastructure needs that align with ECM/CS requirements</li> <li>b) Billing/Reporting assistance and development</li> <li>c) Staffing Costs to support initial and growth capacity that aligns with Anthem's Network needs</li> <li>d) Training and other staff development/retention activities</li> <li>e) Health equity and health disparities round specific communities of focus</li> <li>f) CS Service model/program development</li> <li>g) Development and maintenance of HIE/HIT technology or community-based EHR</li> <li>h) Community-based training forums</li> <li>i) Consulting/Program planning costs that focus on broad engagement across all stakeholders</li> <li>j) Service model/program development to support</li> </ol> </li> </ol>

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		Jail Re-Entry, child Services PoF integration 2) Funding can be taken back if provider does not meet program requirements
<b>ELIGIBILITY, TRACKING AND FOLLOW-UP</b>	1. See Exhibit A	1. Review submitted documentation to ensure program requirements are met.
<b>QUALITY ASSURANCE</b>	1. <u>Provider agrees to provide progress reports at least quarterly or as requested and submit outcome documentation by date specified by Anthem. Outcome documentation of incentive activities includes using templates provided by ANTHEM. Training and technical assistance will be provided by ANTHEM.</u>	1. Collect needed documentation for review through Plan resources
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule quarterly meetings with the liaison(s) from Anthem to monitor this agreement. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings.</li> <li>2. Agreement will commence on the Effective Date and will be in force <u>until the DHCS incentive phase out fiscal year 2024-2025</u> or as noted in question 3.</li> <li>3. Either party may terminate this agreement with or without cause on thirty (30) days' prior written notice to the other party. The agreement will automatically terminate upon one or more of the following events: <ol style="list-style-type: none"> <li>a. Termination of Sponsored Party's Participation Agreement with Anthem; or</li> <li>b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Periodically meet with the liaison(s) from (Provider) to monitor this agreement.</li> <li>2. Either party may terminate this agreement with or without cause on thirty (30) days' prior written notice to the other party. The agreement will automatically terminate upon one or more of the following events: <ol style="list-style-type: none"> <li>a. Termination of Sponsored Party's Participation Agreement with Anthem; or</li> <li>b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.</li> </ol> </li> </ol>
<b>STATE MANDATE</b>	The Provider Incentive Program complies with APL21-016.	The Provider Incentive Program complies with APL21-016.
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. Provider will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Anthem will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> </ul> </li> </ol>

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	<ul style="list-style-type: none"> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>)</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <ol style="list-style-type: none"> <li>2. Provider will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. Provider will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ul style="list-style-type: none"> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>)</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <ol style="list-style-type: none"> <li>1. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</li> <li>2. Anthem will notify Provider within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>
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**EXHIBIT A**

The CalAIM Capacity Building Incentive Payment Program (IPP) is for Anthem California Medicaid business-only. Unless otherwise defined in this Agreement, all defined terms shall have the meanings set forth in the Sponsored Party Participation Agreement. Anthem may modify the terms and conditions of the Program at any time upon written notice to Sponsored Party.

Under the Program, Anthem will advance to Sponsored Party in 1 lump sum in the amount of \$ 72,212.74 as an incentive to assist Sponsored Party with: (Check all that apply)

- Provider Capacity Building
- Training and other Staff development/retention activities
- Purchase or Improve IT Infrastructure
- Service Model/Program Development to Engage Hard to Reach Populations
- Service model/program development for future Populations of Focus (PoFs) such as Jail Re-Entry, Child Services PoF integration
- Closure of other identified gaps

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Provided that Sponsored Party meets its goals under the Program as specified herein during the term of the Agreement, then Anthem will waive repayment of such sponsorship, or a prorated portion, thereof.

If the Sponsored Party Participation Agreement between Anthem and Sponsored Party is terminated for any reason during the duration of this Agreement, Sponsored Party understands and agrees that it will repay the Sponsorship in full.

**Provider Capacity Incentive Payment Program (IPP) Services and Goals  
Measurements**

In order to be eligible for IPP funds, Sponsored Party is required to choose 1 or more goals as outlined below:

1. Increase staff roster size to serve more ECM and/or CS members.
2. Staff Training or Community Based Training forums to support ECM and/or CS Membership
3. Purchase or improve IT infrastructure to support ECM and/or CS systems including certified EHR technology, care management document systems, closed-loop referral, billing systems/services, and onboarding/enhancements to health information exchange capabilities
4. Community/County Partnerships: Development and maintenance of HIE/HIT technology or community based HER.
5. Community/County Partnerships: CS Service Model/Program Development and ECM Jail Re- Entry, Child Services PoF Integration
6. Community/County Partnerships: Consulting/Program Planning costs that focus on broad engagement across all stakeholders.
7. Closure of other identified gaps

Required documentation to support the capacity building need request and the resulting impact of the funding is required and outlined in the Anthem IPP Program Description.

\_\_\_\_\_  
Blue Cross of California Partnership  
Health Plan, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY OF NEVADA

\_\_\_\_\_  
Date