



RESOLUTION No. 24-096

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF THE LETTER OF AGREEMENT (LOA) WITH CALIFORNIA HEALTH AND WELLNESS TO RECEIVE PAYMENT THROUGH THE CALAIM INCENTIVE PROGRAM (IPP) FOR THE ENHANCED CARE MANAGEMENT (ECM) PROGRAM IN THE MAXIMUM AMOUNT OF \$49,231.26 FOR THE INCENTIVE PERIOD OF JANUARY 1, 2023, THROUGH JUNE 30, 2024

WHEREAS, On October 25, 2022, per Resolution 22-535, the Nevada County Board of Supervisors approved execution of a Letter of Agreement (LOA) with California Health and Wellness 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; 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 LOA pertaining to the second-round funding in the maximum amount of \$49,231.26 for the service period of January 1, 2023, through June 30, 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Letter of Agreement by and between the California Health and Wellness and Nevada County Behavioral Health pertaining to awarding the County's Behavioral Health Department grant funds in the amount of \$49,231.26 to support implementation of its Enhanced Care Management (ECM) team, and that the Director of Behavioral Health be and is hereby authorized to execute the Letter of Agreement 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

January 21, 2024

Kimberlee Green
Senior Administrative Analyst
Nevada County Behavioral Health
500 Crown Point Cir., Suite 120, Grass Valley, CA 95945

Dear Kimberlee Green:

Health Net, LLC ("Health Net") and California Health & Wellness Plan ("CHW"), sometimes collectively referred to as "Health Net" are pleased to inform you that it has approved an incentive payment pursuant to the Code of Federal Regulations ("CFR"), Title 42, Section 438.6(b) and the California Department of Health Care Services ("DHCS") CalAIM Incentive Payment Program in the amount of **\$49,231.26** during the Incentive period (the "Incentive") to Nevada County Behavioral Health, ("Grantee") on the terms and conditions of this Incentive Letter and Agreement ("Agreement").

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

2. Purpose of Grant. Grantee agrees to use the entire Incentive exclusively to support the specific goals, objectives, activities and outcomes stated in Exhibit A between the period of January 1, 2023 through June 30, 2024 (the "Project"). Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of Health Net. In no event shall Grantee use any of the funds from this Grant 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.

3. Return of Incentive Funds. Health Net reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if Health Net, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee is an entity described in subdivision (f) of Health and Safety Code 130290 and fails to participate in a Health Information Exchange Organization(HIO) or fails to sign the CalHHS Data Sharing Agreement; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to Health Net or to this Incentive.

4. Reports, Records, Audits and Site Visits. Grantee shall submit a written final report(s) to Health Net in accordance with the due dates stated on the Incentive Summary in Exhibit A. Health Net is authorized to conduct audits, including on-site audits, at any time during the term of this Incentive and within four years after completion of the Project. Grantee shall allow Health Net and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as Health Net deems necessary or appropriate concerning this Incentive. Grantee shall maintain accounting records sufficient to identify the Incentive and to whom and for what purpose such funds are expended for at least four (4) years after the Incentive has been expended.

5. Representations. Grantee acknowledges, represents, and agrees (i) that it acts completely independently of Health Net and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless Health Net, its affiliates, 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 or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Incentive.

6. Other Obligations. Grantee acknowledges that the Grantee has no obligation to the Company in consideration for the Incentive, other than to (i) publicly recognize Health Net as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with Health Net to enhance public awareness of Health Net's sponsorship of the Project, (iii) placement of Health Net's name and logo and a brief description of Health Net's sponsorship in all relevant marketing materials, collateral, social media and similar public communications stating that the Project was made possible through the generous support of Health Net, (iv) permit Health Net to use Grantee's name, trademark, logo and other identifies in communications and publications (including internet, radio, television, etc.) in furtherance of Health Net's efforts to inform others of its connection to the Project, and (v) provide Health Net with audio, visual and/or written testimonials that promote Health Net's connection to the Project.

7. Independence of the Parties. Neither the Incentive 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.

8. 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.

9. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

10. 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 hereto.

Sincerely,



Dorothy M. Seleski
Senior Vice President
Health Net

Agreed to: Nevada County Behavioral Health

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
CalAIM INCENTIVE PAYMENT PROGRAM SUMMARY

INCENTIVE NUMBER: IPPQ32023-0290	DATE AUTHORIZED: 12/21/2023
GRANTEE NAME: Nevada County Behavioral Health	AMOUNT: \$49,231.26
PROJECT CONTACT, TITLE: Kimberlee Green, Senior Administrative Analyst	
TELEPHONE: 530 265-7098	EMAIL: kimberlee.green@nevadacountyca.gov
HEALTH NET/CHW INCENTIVE CONTACT: Amber Kemp EMAIL: Amber.Kemp@cahealthwellness.com	

INCENTIVE PURPOSE:

As designed, the CalAIM Incentive Payment Program (IPP) payments are intended to complement and expand the Enhanced Care Management (ECM) benefit and Community Supports in the following ways:

- Build appropriate and sustainable capacity;
- Drive managed care plan (MCP) 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 MCP take-up of Community Supports.

Medi-Cal MCPs have agreed to jointly fund Provider's IPP Grant Funding request in the amount of **\$121,444**, proportional to Medi-Cal membership in the County. Health Net will fund **\$49,231.26**.*

Disbursement of Incentive Payments

Health Net or CHW will disburse the Incentive Payments Provider in two (2) installments.

To be eligible for funding, Provider must submit to Health Net or CHW one (1) copy of Provider's W-9 form and such other documentation reasonably requested by Health Net or CHW.

Health Net will make the first Incentive payment in the amount of **\$36,923.45** within approximately ninety (90) calendar days of the receipt of Grantee's completed Agreement.

Health Net will make the second Incentive payment in the amount of **\$12,307.81** within sixty (60) calendar days of the Final Report (as defined below) submission.

Health Net or CHW shall have no obligation to provide any additional funding or incentive support to Provider under this Agreement or for any other purpose.

Provider shall refrain from using any portion of the Incentive 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 Health Net or CHW other duplicative funding source; or
- Direct services billable to Health Net, and/or other miscellaneous lines items.

** In Stanislaus and San Joaquin Counties, the MCPs are not jointly funding requests.*

IPP Funded Project Milestone Activities per Funding Area

FUNDING AREA I

- If provider is an entity described in subdivision (f) of Health and Safety Code section 130290, provider agrees to the following:
 - Sign California Health and Human Services (CalHHS) Data Sharing Agreement by December 31, 2023
 - Provide the Health Plan with a signed participation agreement with a health information exchange organization (HIO) by December 31, 2023

FUNDING AREA II

- Improve timely completion and accuracy of monthly submittal of RTF and OTF to each MCP. ECM will meet a 90% timely submittal rate of the RTF and OTF while increasing accuracy of data by continuing monthly meetings MCPs. Focused on Homeless & SMI POF.
- Improve timely completion of invoicing for services and outreach. 95% Invoices for ECM services will be submitted by the 15th of the month for the prior month of service. Focused on Homeless and SMI populations.
- Improve audit scores across MCPs. ECM team will show improvements in audit findings and feedback in subsequent audits from baseline audit of 58% compliance. Focused on Homeless and SMI populations.
- Participate in monthly MDT meetings to coordinate care for ECM clients (estimated 120 per month) and document service notes for each client discussed during monthly meeting. Focused on Homeless and SMI populations.
- Establish workflows for referrals from three new healthcare providers to refer potential ECM clients. Focused on Homeless and SMI populations.
- 80% of referrals from health care providers will result in additional screenings and comprehensive assessment for ECM services. Focused on Homeless and SMI POF.
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FUNDING AREA IV

- Conduct homelessness and VI screenings for at least 80% of newly referred clients or clients in outreach, regardless of referral source, to ensure that all homelessness needs are addressed. Focused on Homeless and SMI populations.
- Coordinate weekly with LCMs to share intake assessments, relevant information, and client intake data. Focused on Homeless and SMI populations.
- Coordinate weekly with LCMs to support ECM clients transitioning to housing to ensure transition of care through housing stability and care plan goal completion. Focused on Homeless and SMI populations.

RECOGNITION:

Grantee agrees to place the Health Net or CHW logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. Health Net and CHW will work with the Grantee to determine which logo (Health Net or CHW) shall be used. In addition, Health Net or CHW will be acknowledged on the Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net or CHW as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to Health Net or CHW for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event Health Net or CHW changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.

INCENTIVE PERIOD:

Start date: On or after January 1, 2023	End Date: On or before June 30, 2024
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REPORTING REQUIREMENTS:

Provider shall prepare and deliver one (1) final report (a "**Final Report**") to Health Net or CHW by the date identified below.

Provider shall submit the Final Report no later than five (5) business days after the reporting date listed below:

<u>Report</u>	<u>Reporting Date</u>
Final Report	7/15/2024

Health Net or CHW may request additional Report(s) during the Term and up to one (1) year after the expiration or termination of this Agreement.

Health Net or CHW may change the reporting due date(s) of the Progress Final Report based on changes or communications from DHCS's submission timeframe.

The Final Report shall (1) document progress and provide data in accordance with the final report template provided by Health Net or CHW and (2) include other requirements imposed by DHCS.

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

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

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