

**LETTER OF AGREEMENT
BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. AND
Nevada County Behavioral Health**

THIS LETTER OF AGREEMENT (the “Agreement”) by and between Blue Cross of California Partnership Plan, Inc. and its affiliates (“Anthem”) and Nevada County Behavioral Health (“Sponsored Party”) is effective upon the date of complete execution of the Agreement (the “Effective Date”).

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Anthem and Sponsored Party each desire to participate in a Nevada County of Behavioral Health Capacity Incentive Program (the “Program”) geared toward improving the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of delivery system infrastructure, Enhanced Care Management (ECM) capacity building, and Community Supports (CS) capacity building and take up Anthem and Sponsored Party both agree to provide the Program goals, metrics and objectives as specified in Exhibit A, attached hereto and incorporated herein.
2. To the extent any provision contained in this Agreement conflicts with the terms and conditions of Sponsored Party’s Participation Agreement with Anthem, then Sponsored Party’s Participation Agreement shall control.
3. The parties acknowledge and agree that all information related to the Program created and/or furnished by one party to the other party as a result of this Agreement is proprietary and confidential. Sponsored Party and Anthem agree not to use such proprietary and confidential information except for the purpose of carrying out their obligations under this Agreement. Neither party shall disclose any proprietary and confidential information to any person or entity without the other party’s express written consent, except as required pursuant to applicable law, regulatory requirements or legal order, in which case such party shall immediately notify the other party of the receipt of any such request for disclosure prior to the disclosure.
5. The Agreement will commence on the Effective Date and will be in force until December 31, 2023 unless the Agreement is earlier terminated as specified in Section 6.
6. Either party may terminate this Agreement with or without cause on thirty (30) days’ prior written notice to the other party. This Agreement will automatically terminate upon one or more of the following events:
 - a. Termination of Sponsored Party’s Participation Agreement with Anthem; or
 - b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.

7. The parties hereto represent to each other that to their knowledge this Agreement (i) has been validly executed and delivered, and (ii) has been duly authorized by all corporate action necessary for the authorization.
8. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
9. This Agreement is solely for the benefit of Sponsored Party and Anthem and will not be construed to give rise to or create any liability or obligation to, or to afford any claim or cause of action to, any other person or entity.
10. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with a breach of any representation and warranty made by a party in this Agreement, and for claims for damages of any nature whatsoever, arising from a party's performance or failure to perform its obligations hereunder.
11. Nevada County Behavioral Health agrees that 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.
12. Nevada County Behavioral Health agrees to provide progress reports at least quarterly or as requested and submit outcome documentation by September 15th of the year which the funding was given. Outcome documentation of incentive activities includes using templates provided by ANTHEM. Training and technical assistance will be provided by ANTHEM.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

BLUE CROSS OF CALIFORNIA OF
CALIFORNIA PARTNERSHIP PLAN, INC.

By: _____

Name: _____

Date: _____

Nevada County Behavioral Health

By: _____

Name: _____

Date: _____

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 two lump sums in the amount of \$51,925.50 & \$17,308.50 as an incentive to assist Sponsored Party with: (Check all that apply)

- Data infrastructure needs that align with ECM/CS requirements
- Billing/reporting assistance and development
- Staffing costs to support initial and growth capacity that aligns with Anthem's network needs (Geography, Cultural, PoF specific, etc.)
- Training and other Staff development/retention activities
- Health equity and health disparities around specific communities of focus
- CS Service model/program development
- Development and maintenance of HIE/HIT technology or community based EHR
- Community-based training forums
- Consulting/Program planning costs that focus on broad engagement across all stakeholders
- Service model/program development to support Jail Re-Entry, Child Services PoF integration
- Improvements in quality data reporting

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 Funds Services and Goals
Measurements**

In order to be eligible for Provider Capacity 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 EHR.
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 IPP Program Description.