



RESOLUTION No. 23-004

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING 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 IN THE MAXIMUM AMOUNT OF \$69,234 FOR THE CONTRACT TERM OF OCTOBER 25, 2022 THROUGH DECEMBER 31, 2023

WHEREAS, CalAIM is a multi-year California Department of Health Care Services (DHCS) initiative to improve the quality of life and health outcomes of the Medi-Cal managed care population; and

WHEREAS, DHCS has established the CalAIM Incentive Program (IPP) to be administered by a county's Medi-Cal Managed Care Plans to support and expand upon Enhanced Care Management (ECM) and Community Supports programs; and

WHEREAS, Nevada County Behavioral Health (NCBH) was awarded IPP funding by Anthem and California Health & Wellness to support implementation of its ECM team, which will provide case management and care coordination services to individuals experiencing homelessness with mental illness and/or substance use disorders; and

WHEREAS, Anthem and California Health & Wellness will provide NCBH with IPP funding proportional to Medi-Cal membership in the county; and

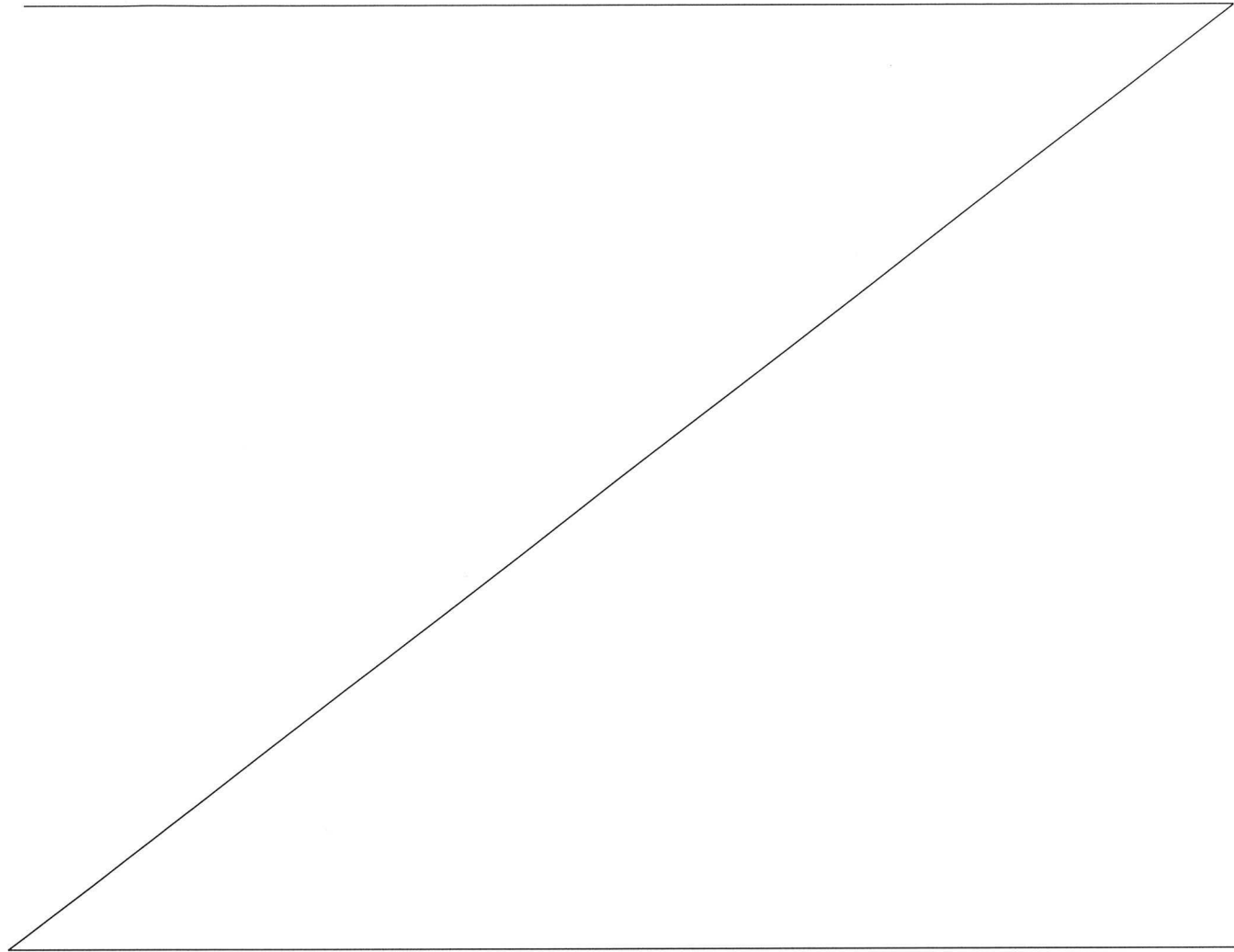
WHEREAS, on October 25, 2022 per Resolution 22-535 Nevada County Board of Supervisors approved acceptance of these funds and a Letter of Agreement (LOA) was signed by Nevada County; and

WHEREAS, following execution of the LOA, Anthem requested that a Memorandum of Understanding (MOU) be executed prior to issuing payment of IPP funds, as they consider Nevada County Behavioral Health a fully contracted provider; and

WHEREAS, NCBH will utilize IPP funding to support startup and training costs for ECM staff, a vehicle to support field-based ECM service delivery, billing process development, and Homeless Management Information Systems (HMIS) license.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the MOU 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 \$69,234 to support implementation of its Enhanced Care Management (ECM) team, commencing as of the date of execution through December 31, 2023, 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 10th day of January, 2023, 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.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

1/10/2023 cc: BH*
AC*

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
 AND
 (County of Nevada)**

CATEGORY	<i>(County of Nevada)</i>	ANTHEM
LIAISON	Appoint a liaison person(s) to coordinate activities with Anthem and to notify <i>(County of Nevada)</i> staff of their roles and responsibilities to comply with the requirements of the County of Nevada Capacity Incentive Program.	Appoint a liaison person(s) to coordinate activities with <i>(County of Nevada)</i> and to notify staff and County of Nevada of their responsibility to comply with the requirements of the County of Nevada Capacity Incentive Program.
CAPACITY FUNDING REQUIREMENTS	<ol style="list-style-type: none"> 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. 2. Provide Anthem required documentation to support funding request 	<ol style="list-style-type: none"> 1) Anthem will advance to sponsored party two lump sums in the amount of \$51,925.5 (75%) and \$17,308.50 (25%) as an incentive to assist with County of Nevada capacity building activities such as: <ol style="list-style-type: none"> a) Data Infrastructure needs that align with ECM/CS requirements b) Billing/Reporting assistance and development c) Staffing Costs to support initial and growth capacity that aligns with Anthem's Network needs d) Training and other staff development/retention activities e) Health equity and health disparities round specific communities of focus f) CS Service model/program development g) Development and maintenance of HIE/HIT technology or community-based EHR h) Community-based training forums i) Consulting/Program planning costs that focus

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
AND
(County of Nevada)**

		<p>on broad engagement across all stakeholders</p> <p>j) Service model/program development to support Jail Re-Entry, child Services PoF integration</p> <p>k) Improvements in quality data reporting</p> <p>2) Funding can be taken back if County of Nevada does not meet program requirements</p>
ELIGIBILITY, TRACKING AND FOLLOW-UP	1. See Exhibit A	1. Review submitted documentation to ensure program requirements are met.
QUALITY ASSURANCE	1. <u>County of Nevada agrees to provide progress reports at least quarterly or as requested and submit outcome documentation by October 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.</u>	1. Collect needed documentation for review through Plan resources
MONITORING AND CONFLICT RESOLUTION	<p>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.</p> <p>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.</p> <p>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:</p> <p style="margin-left: 40px;">a. Termination of Sponsored Party's Participation Agreement with Anthem; or</p> <p style="margin-left: 40px;">b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.</p>	<p>1. Periodically meet with the liaison(s) from (County of Nevada) to monitor this agreement.</p> <p>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:</p> <p style="margin-left: 40px;">a. Termination of Sponsored Party's Participation Agreement with Anthem; or</p> <p style="margin-left: 40px;">b. Sponsored Party fails to meet</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
AND
(County of Nevada)**

		requirements and measurements as outlined in Exhibit A.
STATE MANDATE	The County of Nevada Incentive Program complies with APL21-016.	The County of Nevada Incentive Program complies with APL21-016.
PROTECTED HEALTH INFORMATION	<ol style="list-style-type: none"> 1. County of Nevada will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) 2. County of Nevada 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. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County of Nevada 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. 	<ol style="list-style-type: none"> 1. Anthem will comply with applicable portions of <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) 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. 2. Anthem will notify County of Nevada 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.

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 2 lump sums in the amount of \$51,925.5 (75%) and \$17,308.50 (25%) 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
AND
(County of Nevada)**

- 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.

County of Nevada 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 E.H.R.
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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
AND
*(County of Nevada)***

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