



**PHC CALAIM GRANT PROGRAM AGREEMENT
BETWEEN
COUNTY OF SONOMA
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Grant Agreement (“Grant”) is made and entered into by Partnership HealthPlan of California (“PHC”, “Plan”), a public entity contracted with the Department of Health Care Services (“DHCS”), and County of Sonoma (“Provider”), also hereunder known as (“Party”, “Parties”). This Grant Agreement is effective the last date of signature and will expire on December 31, 2023.

RECITALS/BACKGROUND

PHC is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in fourteen counties in Northern California under a County Organized Health System model.

WHEREAS, Section 14184.207 of the Welfare and Institutions Code directed the Department of Health Care Services (“DHCS”) to make incentive payments to qualifying managed care plans (MCP) that meet milestones and metrics associated with the implementation of components of CalAIM, including the Enhanced Care Management (ECM) and Community Supports (ILOS) programs, with the goals of building appropriate and sustainable capacity, driving MCP investment in necessary delivery system infrastructure, bridging current silos across physical and behavioral health care service delivery, reducing health disparities and promoting health equity, achieving improvements in quality performance and incentivizing MCP take-up of Community Supports (ILOS); and,

WHEREAS, effective January 1, 2022, DHCS will implement the CalAIM Incentive Payment Program (IPP), consistent with federal regulations; and,

WHEREAS, PHC established an application process whereby eligible Provider’s submitted PHC CalAIM Grant applications establishing CalAIM capacity building project(s) to be considered for CalAIM Grant payments, and incentivized plans to oversee and administer payment for approved CalAIM capacity building project(s); and,

WHEREAS, the Provider’s CalAIM capacity building project(s) has been selected by the Plan for the PHC CalAIM Grant according to the terms of the Provider’s PHC CalAIM Grant application; and,

WHEREAS, the Plan is responsible for oversight and administration of payments to the Provider consistent with the terms of the DHCS CalAIM Incentive Payment Program (IPP), any terms imposed as a condition of federal approval of the DHCS CalAIM IPP, and any DHCS guidance related to the DHCS CalAIM IPP.

WHEREAS, PHC strongly supports the goal of better integrated care and has recommended Provider as one of the grantees in each of PHC’s 14 counties that were selected based upon a competitive request-for-proposals submission.

FURTHERMORE, this Grant identifies each party’s responsibilities and obligations for the allocation of the Grant funds to support a project that will aim to improve the health and care for Medi-Cal members enrolled with PHC.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties hereto as follows:

1. PROVIDER’S OBLIGATIONS

- A. Provider agrees that the services provided pursuant to this Grant are provided for the benefit of PHC members and communities. Grantee agrees to work with PHC staff in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the project.
- B. Provider agrees to designate a primary staff member as the point of contact for the purposes of the administration of this Grant.
- C. Provider agrees to provide the services and documentation outlined in Attachment A, Deliverables and Payment Schedule.

D. Use of Funding

- i. The Provider shall expend project award funds for the purposes of carrying out activities and achieving deliverables as set forth in the approved project(s)
- ii. The Provider shall document to the Plan, in a form and manner determined by the Plan, that project activities have been carried out and deliverables have been achieved.
- iii. To the extent the Provider does not or is unable to carry out the project activities and achieve the deliverables outlined in Attachment A, the Provider shall notify the Plan and return any funds that the Provider may have received related to those project activities or deliverables.
- iv. If funds are used for capital investments, those investments must be held for a minimum of two (2) years.

E. CalAIM Capacity Building and Infrastructure Development Reporting

- i. The Provider will implement the CalAIM capacity building and infrastructure development components set forth in the PHC CalAIM Grant application.
- ii. The Provider will report to the Plan on the progress of the project’s workforce capacity building and infrastructure development on a schedule and in a format and process specified in the PHC CalAIM Grant application, or as otherwise mutually agreed upon by the Plan and Provider.

F. Milestone Achievement

- i. The Provider will perform tasks necessary to meet deliverables required by the PHC CalAIM Grant application. The Provider shall provide the Plan with information necessary to demonstrate progress in achieving deliverables as set forth in the PHC CalAIM Grant application.

G. Measure Reporting

- i. The Provider will report to the Plan on the identified measures on a schedule and in a format and process required by the PHC CalAIM Grant application, or as otherwise mutually agreed upon by the Plan and Provider.
- ii. The Provider will report measures to the Plan consistent with the specifications required by the respective measure author (e.g., Department of Health Care Services).

2. HEALTHPLAN'S OBLIGATION

- A. PHC agrees to provide fiscal support by means of a Grant to County of Sonoma ("Provider") for the purpose and project specified in Attachment A.
- B. **Monitoring Project Deliverables.** The Plan will collect and evaluate all information related to implementation of the Provider's project(s) for the purposes of ensuring progress toward the Provider's goals and objectives, reporting to DHCS and other objectives as set forth in the PHC CalAIM Grant application.
- C. **Reporting to DHCS.** The Plan will report to DHCS on the project status and quality metrics as specified in the terms of the PHC CalAIM Grant application, the terms of federal approval for the DHCS CalAIM IPP, and any applicable DHCS-issued guidance.

3. PAYMENT

- A. PHC will provide Grant payments according to the schedule and payments listed in Attachment A, Deliverables and Payment Schedule. In no event shall payments exceed the total Grant award of **\$52,000.00** for the term of this Grant. If the terms and conditions set forth in Attachment A are not met, including timely progress reporting, PHC reserves the right to withhold any further payments, to recoup Grant funds, and the right to move to terminate this Grant.

4. ADMINISTRATION OF PROJECT FUNDS

- A. Initial Payment. Within 30 days of the managed care plan's selection of a PHC CalAIM Grant applicant, or as otherwise mutually agreed upon by the Plan and Provider, the Plan will provide initial payment to the Provider as set forth in the terms of the project and PHC CalAIM Grant application.

- B. Deliverable Payments. Subsequent to the initial payment, all ongoing payments to the Provider will be tied to achieving CalAIM capacity building and infrastructure development components, deliverables, or defined progress toward goals required by terms of the project and PHC CalAIM Grant application. The Plan will remit payments to the Provider within thirty (30) days of the Provider's successful demonstration to the Plan of each deliverable achievement per the terms of the project. The Plan may adjust deliverables and related payments consistent with the terms of a corrective action plan. The Plan will not make any payment until all past due reporting is completed. PHC reserves the right to withhold or recoup payments if any deliverable is not approved by DHCS.

5. **TERM AND TERMINATION**

- A. The effective date of this Grant is the last date of signature and will remain in force until December 31, 2023.
- B. This Grant, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this Grant may be amended only by both Parties' agreement in writing, and executed by a duly authorized person of each Party.
- C. The terms of this Grant are contingent upon PHC CalAIM Grant application approval, the availability of sufficient state and federal Medicaid funding, and all necessary federal approvals to be obtained by DHCS. Should sufficient funds not be allocated, or federal financial participation be unavailable, services may be modified accordingly, or this Grant can be terminated by any party after giving 30 days advance written notice. The Plan may terminate this Grant with 30 days advance written notice to the Provider and DHCS due to the Provider's failure to meet terms of a corrective action plan as set forth in Section 7 (Corrective Action).
- D. Either party may terminate this Grant upon thirty (30) days' prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days' notice of the failure, if the obligation is still not met at that time.
- E. Provider in Good Standing:
 - a. Eligibility for PHC Program: Eligible Providers must have a PHC ECM or Community Supports (ILOS) contract executed by both Parties within 60 days of the execution of this Grant agreement. If an ECM or Community Supports (ILOS) contract is not executed within the 60 day requirement, PHC reserves the right to recoup the initial payment and move to terminate this Grant agreement. The Provider must remain contracted through the entire Grant Agreement Term to be eligible for payment.

Eligible Providers must be in Good Standing continuously from the beginning of the effective date of the Grant Agreement to the month the payment is to be disbursed.

Definition of Good Standing: PHC has the sole authority to determine if a Provider is in Good Standing based on the criteria set forth below.

1. Provider is open for services for PHC members
2. Provider is financially solvent (not in bankruptcy proceedings)
3. Provider is not under financial or administrative sanctions, exclusion or disbarment from the State of California, including the Department of Health Care Services (DHCS) or the federal government including the Centers for Medicare & Medicaid Services (CMS). If a Provider appeals a sanction and prevails, PHC will consider a request to change the Provider status to good standing.
4. Provider is not pursuing any litigation or arbitration against PHC.
5. Provider has not issued or threatened to issue a contract termination notice, and any contract renewal negotiations are not prolonged.
6. Provider has demonstrated the intent to work with PHC on addressing community and member issues.
7. Provider is adhering to the terms of their contract (including following PHC policies, quality, encounter data completeness, and billing timeliness requirements).
8. Provider is not under investigation for fraud, embezzlement or overbilling.
9. Provider is not conducting other activities adverse to the business interests of PHC.

6. **SCOPE**

- A. The Provider is responsible for the implementation of and compliance with the project(s), as set forth in their PHC CalAIM Grant application that was submitted, including reporting to the Plan on the achievement of deliverables and objectives consistent with the terms of the PHC CalAIM Grant application. The Provider shall promptly notify the Plan of any material change in information submitted in support of the project(s) or the PHC CalAIM Grant application, including changes in organizational leadership, business operations, and financial standing. The Plan is responsible for overseeing the project(s), including monitoring and verifying deliverable achievement and administering payments consistent with the terms of the project(s) or the PHC CalAIM Grant application, any terms imposed as a condition of federal approval of the DHCS CalAIM IPP, and any subsequent DHCS guidance related to the DHCS CalAIM IPP.

7. **CORRECTIVE ACTION**

- A. In recognition of the need for project flexibility, the Plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the Provider's compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this Grant consistent with Section 5 (Term and Termination). In the event of project termination, the Provider shall return funds as directed by the Plan.

8. **OTHER PROVISIONS**

- A. **Grant Monitoring.** The Plan and Provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of Parties' responsibilities related to this Grant as described in Attachment A, Deliverables and Payment Schedule.

- B. **Disputes.** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Any unresolved dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in Solano County and by a single arbitrator knowledgeable in health care administration. This provision shall survive the termination of this Agreement.
- C. **Non-Discrimination.** Provider and its subcontractors shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under State and federal law. Provider and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- D. **Compliance with Law.** Provider agrees to comply with all federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State, or locally, to assure quality of service. Provider agrees to comply with all applicable State and Federal laws and regulations during the term of this Grant.
- E. **Audit.** PHC reserves the right to audit data submissions prior to payment. Upon request, Provider agrees to provide copies of the supporting documentation based on the obligations of this Grant.
- F. **Liability.** Provider indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Provider related to the services funded under this Grant.
- G. **Counterparts.** This Grant may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one Agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date written above:

<<Signature Page to Follow>>

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

By: _____

Name: Elizabeth Gibboney

Title: CEO

Address: 4665 Business Center Dr.

Fairfield, CA 94534

Email: egibboney@partnershiphp.org

Date: _____

COUNTY OF SONOMA

By: _____

Name: Tina Rivera

Title: Director, Department of Health Services

Address: 1450 Neotomas Ave., Ste. 200
Santa Rosa CA 95405

Email: Tina.Rivera@sonoma-county.org

Date: _____

ATTACHMENT A

DELIVERABLES AND PAYMENT SCHEDULE

PRIORITY AREA 3.2 – ELECTRONIC HEALTH RECORD (EHR) / CARE MANAGEMENT DOCUMENTATION

Disbursement and Amount	Scheduled Date	Deliverables
Initial Payment: \$26,000 (50% of total approved funds)	Upon Signature	Executed Grant Agreement
Final Payment: \$26,000 (50% of total approved funds)	September 30, 2022	Completion of: <ul style="list-style-type: none">● NETSMART FORM AND REPORT UPGRADES<ul style="list-style-type: none">○ Care Plan Form & Report○ Encounter Note Form & Report○ All Screening Tools Forms & Reports