



**PARTNERSHIP CALAIM IPP DIRECTED FUNDING AGREEMENT
BETWEEN
COUNTY OF MENDOCINO
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Agreement (“Agreement”) is made and entered into by Partnership HealthPlan of California (“Partnership”), a public entity contracted with the Department of Health Care Services (“DHCS”), and County of Mendocino, (“Provider”), also hereunder known as (“Party”, “Parties”). This Agreement is effective the last date of signature and will expire on December 31, 2025.

RECITALS/BACKGROUND

Partnership 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, the Provider’s CalAIM capacity building request has been approved by Partnership for the Partnership CalAIM IPP Directed Funding according to the terms of this Agreement; and,

WHEREAS, Partnership 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, Partnership strongly supports the goal of better integrated care and has recommended Provider as one of the participants.,

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

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 Agreement are provided for the benefit of Partnership members and communities. Provider agrees to work with Partnership staff in order to facilitate the evaluation of the effectiveness of this program and to provide information upon request.
- B. Provider agrees to designate a primary staff member as a point of contact (POC) for purposes of grant reporting and deliverables.
- C. Provider agrees to provide the services and documentation outlined in Attachment A, Deliverables and Payment Schedule.
- D. Provider agrees to submit a summary by January 30, 2026 to include final budget of how funding was used as well as a narrative summary demonstrating growth in the priority area selected for support.

E. Use of Funding

- i. The Provider shall expend awarded funds for the purposes of carrying out activities and achieving deliverables as set forth in this Agreement and approved by Partnership. The Provider must use the funds allocated under this Agreement to, at minimum, increase and/or enhance CalAIM services in the Provider's community.
- ii. The Provider shall document to Partnership, in a form and manner determined by Partnership, that activities have been carried out and deliverables have been achieved in accordance with the terms of this Agreement.
- iii. To the extent the Provider does not or is unable to carry out the activities and achieve the deliverables outlined in Attachment A, the Provider shall promptly notify Partnership in writing and return any funds that the Provider may have received related to those activities or deliverables within thirty (30) days of (1) the Provider determining that is has not or cannot carry out the deliverables outlined in this Agreement, including Attachment A, or (2) the termination of this Agreement, whichever occurs first.
- iv. If funds are used for capital investments, those investments must be held for a minimum of two (2) years.
- v. Grant program awardees must continue with contracted services for two years post grant funding
- vi. Funds awarded must be spent by December 31, 2025.

F. CalAIM Capacity Building and Infrastructure Development Reporting

- i. The Provider will implement the CalAIM capacity building and infrastructure

development investments set forth by this Agreement.

- ii. The Provider will report to Partnership on the progress of the project's workforce capacity building and infrastructure development on a schedule and in a format and process as mutually agreed upon by Partnership and Provider and detailed in Attachment A.

2. HEALTHPLAN'S OBLIGATION

- A. Partnership agrees to provide fiscal support by means of directed funding to County of Mendocino ("Provider") for the purpose specified in Attachment A.
- B. **Monitoring Project Deliverables.** Partnership may 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 Partnership CalAIM Grant application.
- C. **Reporting to DHCS.** Partnership will report to DHCS on the project status and quality metrics as specified in the terms of the Partnership CalAIM Grant application, the terms of federal approval for the DHCS CalAIM IPP, and any applicable DHCS-issued guidance.

3. PAYMENT

- A. Partnership will provide payments according to the schedule and payments listed in Attachment A, Deliverables and Payment Schedule. In no event shall payments exceed the total award of **\$207,000** for the term of this Agreement. If the terms and conditions set forth in Attachment A are not met, including timely progress reporting, Partnership reserves the right to withhold any further payments, to recoup funds, and the right to move to terminate this Agreement.

4. TERM AND TERMINATION

- A. The effective date of this Agreement is the last date of signature and will remain in force until December 31, 2025.
- B. This Agreement, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this Agreement 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 Agreement are contingent upon 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 Agreement can be terminated by any party after giving 30-days advance written notice. Partnership may terminate this Agreement 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 Agreement 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 Partnership Program: Eligible Providers must have a Partnership ECM or Community Supports (ILOS) contract executed by both Parties within 60 days of the execution of this Agreement. If an ECM or Community Supports (ILOS) contract is not executed within the 60-day requirement, Partnership reserves the right to recoup any payment and move to terminate this Agreement. The Provider must remain contracted through the entire Agreement Term to be eligible for payment.

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

Definition of Good Standing: Partnership 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 Partnership 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, Partnership will consider a request to change the Provider status to good standing.
4. Provider is not pursuing any litigation or arbitration against Partnership.
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 Partnership on addressing community and member issues.
7. Provider is adhering to the terms of their contract (including following Partnership 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 Partnership.

5. SCOPE

- A. The Provider is responsible for the implementation of and compliance with the activities and deliverables as set forth in this Agreement, including reporting to Partnership on the achievement of deliverables and objectives consistent with the terms of this Agreement. The Provider shall promptly notify Partnership of any material change in information submitted in support of the activities and deliverables, including changes in organizational leadership, business operations, and financial standing. Partnership 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 Partnership 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.

6. **CORRECTIVE ACTION**

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

7. **OTHER PROVISIONS**

- A. **Monitoring.** Partnership and Provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of Parties' responsibilities related to this Agreement 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 Agreement.
- E. **Audit.** Partnership 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 Agreement.

F. **Liability.** Provider indemnifies and holds harmless Partnership 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 Agreement.

G. **Arbitration.** If the Parties are unable to informally resolve any dispute arising out of or relating to this Agreement, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Sacramento, California, in accordance with the expedited commercial dispute rules and procedures then in effect of the Judicial Arbitration and Mediation Services (“JAMS”); provided, however, that this Agreement shall control in instances where it conflicts with JAMS’s rules and procedures. The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties’ express agreement and intent that the arbitrator at all times promote efficiency without denying either Party the ability to present relevant evidence. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys’ fees and costs. With the exception of any dispute that under applicable laws may not be settled through arbitration, arbitration under this Section 7.G is the exclusive method to resolve a dispute between the Parties arising out of or relating to this Agreement that is not resolved through the informal meet-and-confer process.

H. **Counterparts.** This Agreement 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:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

COUNTY OF MENDOCINO

By: _____

By: Maureen Mulheren

Name: Katherine Barresi

Name: Maureen Mulheren

Title: Chief Health Services Officer on behalf of CEO

Title: Chair, Mendocino County Board of Supervisors

Address: 4665 Business Center Drive
Fairfield, CA 94534

Address: 501 Low Gap Road, Room 1010
Ukiah, CA. 95482

Email: kbarresi@partnershiphp.org

Email: _____

Date: _____

Date: 09/10/2024

ATTACHMENT A

DELIVERABLES AND PAYMENT SCHEDULE

Disbursement and Amount	Scheduled Date	Deliverables
Initial Payment: 50% of total approved funds	July 15, 2024	Executed Grant Agreement
Second Payment: 25% of total approved funds	By March 1, 2025	Completion of: <ul style="list-style-type: none">• Submission of successful invoice/billing to Partnership for ECM or CS. List of associated organizations providing services should be submitted.
Final Payment: 25% of total approved funds	By December 31, 2025	Completion of: <ul style="list-style-type: none">• 10% enrollment increase of ECM or CS members assigned to programs managed by County of Mendocino's Special Projects Team.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Darcie Antle*
DEPARTMENT HEAD

Date: 08/26/2024

Budgeted: Yes
Budget Unit: 0446
Line Item: 82-5490
Org/Object Code: VRCaAIM
Grant: Yes
Grant No.: Partnership CalAIM IPP

COUNTY OF MENDOCINO

By: *Maureen Mulheren*
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/10/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: *Aray*
Deputy 09/10/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: *Aray*
Deputy 09/10/2024

INSURANCE REVIEW:

By: *Darcie Antle*
Risk Management

Date: 08/26/2024

CONTRACTOR/COMPANY NAME

By: _____
Katherine Barresi
Chief Health Services Officer
on behalf of CEO

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534
707 420 7664
kbarresi@partnershiphp.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: *Charlotte Scott*
COUNTY COUNSEL

Date: 08/26/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO or Designee

Date: 08/26/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed N/A
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Out of County/Providing Revenue