

**AGREEMENT BETWEEN
COUNTY OF SAN MATEO HEALTH, PUBLIC HEALTH, POLICY AND PLANNING
d/b/a BRIDGES TO WELLNESS
AND
SAN MATEO HEALTH COMMISSION d/b/a HEALTH PLAN OF SAN MATEO**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the first day of September 2024, by and between County of San Mateo Health, Public Health, Policy and Planning d/b/a Bridges to Wellness (“Provider”) and San Mateo Health Commission dba the Health Plan of San Mateo (“HPSM” or “Plan”). County of San Mateo Health, Public Health, Policy and Planning dba Bridges to Wellness and HPSM may be referred to individually as a “Party” and collectively as “Parties”. This MOU is entered into by both parties to facilitate successful implementation of the Enhanced Care Management (ECM) and Community Supports (In Lieu of Services [ILOS]) Agreements quality incentives and CalAIM Incentive Payment Program (“IPP”) set forth by Department of Health Care Services (“DHCS”).

WHEREAS, the Parties entered into a separate ECM and ILOS Agreements effective January 1, 2022; and

WHEREAS, DHCS implemented the CalAIM Incentive Payment Program effective January 1, 2022; and

WHEREAS, the CalAIM incentive payments are intended to compliment and expand ECM and ILOS programs; and

WHEREAS, the Parties wish to enter into an MOU dated September 1, 2024, to memorialize the understanding that the Parties will work cooperatively on the ECM and ILOS programs quality incentives and CalAIM IPP, consistent with the terms of the ECM and ILOS Agreements; and

WHEREAS, the Plan is responsible for oversight and administration of payments to the Provider, consistent with the terms of the CalAIM Incentive Payment Program. Specifically, for the hiring and subsequent work of an Associate Management Analyst to provide data and metrics related to the ECM populations of focus and for the hiring and subsequent work of the Justice Involved Care Manager. This Care Manager will work with the correctional system and the justice involved population to ensure access to ECM services.

NOW THEREFORE, the Parties agree as follows:

1. **Term.** This MOU shall be in effect from September 1, 2024, through August 31, 2027
2. **Termination With or Without Cause.** This MOU may be terminated by either party consistent with Section 7 (Terms, Termination, and Amendment) of the ECM and ILOS Agreements.
3. **Scope.** The Plan is responsible for overseeing the ECM and ILOS programs quality incentives and the CalAIM IPP including monitoring all the required metrics and administering payments consistent with the terms of the ECM and ILOS Agreements and any subsequent DHCS guidance related to these programs. IPP funding will be budgeted for: Personnel as follows:
 - i. Associate Management Analyst (3 years of funding)
 1. Cleaning and reporting of data
 2. Moving documentation from Avatar to EPIC
 3. Developing dashboards to report on health status
 4. Developing reporting consistent with HEDIS
 - ii. Justice-Involved Care Manager (3 years of funding)
 1. Provide CM services to justice-involved clients

2. Develop connections between health and corrections to improve in-reach and out-reach knowledge and expertise
 3. Develop best practices in working with the population
4. **Confidentiality.** The Plan and Provider collaboration in support of the incentive program may require the exchange of confidential or proprietary information (“Confidential Information”) as may be identified by either Party. The Plan and Provider agree to abide by processes and requirements applicable to the exchange of either Party’s respective confidential information consistent with the terms of the ECM and ILOS Agreements and in accordance with applicable state or federal law.
5. **Corrective Action.** In recognition of the need for ECM and ILOS program flexibility, the Plan may utilize a Corrective Action Plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the program terms to facilitate the Provider’s compliance with terms or to adjust program goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified program terms may result in termination of this MOU consistent with Section 2, (Termination) of this MOU.
6. **Plan Responsibilities:**
- 1.1 **Monitoring Measures.** The Plan will collect and evaluate all information related to the required documentation consistent with the terms of the ECM and ILOS Agreements as part of the incentive payment.
 - 1.2 **Reporting to DHCS.** The Plan will report to DHCS on the required metrics consistent with the terms of the ECM and ILOS Agreements as part of the incentive payment and any applicable DHCS-issued guidance.
 - 1.3 **Information Exchange.** The Plan will provide the Provider with the information to support the Provider on reporting on the hiring of the ECM and ILOS roles set forth in Exhibit 1 (ECM and ILOS Quality Incentives and CalAIM Incentive Payment Program), consistent with the terms of the ECM and ILOS Agreements.
 - 1.4 **Administration of Funds.** The Plan will issue payment to the Provider in equal sums over the three year term and upon notification of successful recruitment and hire as follows:
 - a. Phase 1: Provider can receive half of total agreed upon IPP amount within sixty (60) days of submission of evidence of recruitment for the roles listed in Exhibit 1.
 - b. Phase 2: Provider can receive second half of total agreed upon IPP amount within sixty (60) days of submission of evidence for completion of hire for the roles listed in Exhibit 1.
7. **Liaison.** The Plan and Provider will each designate a liaison(s) to serve as a point of contact for activities performed related to this MOU.
8. **MOU 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 MOU.
9. **Dispute Resolution.** If there is a dispute that cannot be resolved by the Parties through Section 8 (MOU Monitoring), the Parties shall follow the dispute resolution processes outlined in Section 11, (Disputes Arising from or Relating to This Agreement), of the ECM and ILOS Agreements.

10. **All Notices.** All notices under this Agreement are deemed fully given when written, addressed, and sent by email as follows:

To Bridges to Wellness:

Tamarra Jones
Director of Public Health, Policy Planning
Bridges to Wellness
TJones1@smcgov.org

To Health Plan of San Mateo:

Pat Curran
Chief Executive Officer
Health Plan of San Mateo
Pat.Curran@hpsm.org

11. **Severability.** If any paragraph, term, condition or provision of this MOU shall be found by a court of competent jurisdiction to be invalid or un-forceable, or if any paragraph, term, condition or provision is found to violate or contravene the substantive laws of the State of California, then the paragraph, term, condition or provision so found shall be deemed severed from this Agreement, but all other paragraphs, terms conditions and provisions shall remain in full force and effect.

12. **Headings.** No headings in this MOU affect its interpretation.

13. **Electronic Copy.** The Parties to this MOU agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

14. **Assignment.** No Party shall assign, transfer, or otherwise substitute its interest or obligations in this MOU without the prior written consent of the other Parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of September 1, 2024.

Attest:

PROVIDER

Executed by:

Signature

Print Name


Title

Date

PLAN

Executed by:

DocuSigned by:



Signature

Trent Ehrgood

Print Name

Chief Financial Officer

Title

2/13/2025 | 5:10:45 PM PST

Date

ATTACHMENTS:

Included in MOU	Exhibit/Attachment
X	Exhibit "1" - CalAIM Incentive Payment Program

EXHIBIT "1"
CalAIM Incentive Payment Program (IPP)

In consideration of the milestones achieved by Provider in Exhibit 1, Table 1, Provider may submit invoice based on the following fee schedule:

Table 1: Provider Milestones and Fee Schedule

Milestone	Fee Schedule
Provider to submit evidence of employment for the two specified positions for year one. Evidence of employment shall be submitted directly to Tejasi Khatri Tejasi.khatri@hpsm.org and Gale Carino gale.carino@hpsm.org .	Plan shall pay Provider 1/3 of the total (\$295,352) of total approved Provider IPP Budget in Exhibit 1, Table 2. Plan may submit invoice in May 2025.
Provider to submit evidence of employment for the two specified positions for year two. Evidence of employment shall be submitted directly to Tejasi Khatri Tejasi.khatri@hpsm.org and Gale Carino gale.carino@hpsm.org .	Plan shall pay Provider 1/3 of the total (\$295,352) of total approved Provider IPP Budget in Exhibit 1, Table 2. Plan may submit invoice in May 2026.
Provider to submit evidence of employment for the two specified positions for year three. Evidence of employment shall be submitted directly to Tejasi Khatri Tejasi.khatri@hpsm.org and Gale Carino gale.carino@hpsm.org .	Plan shall pay Provider 1/3 of the total (\$295,352) of total approved Provider IPP Budget in Exhibit 1, Table 2. Plan may submit invoice May 2027.

Table 2: Provider Approved IPP Budget

Personnel/Staff	Approved Amount
Associate Management Analyst Year 1	\$170,459
Justice-Involved Care Manager Year 1	\$124,893
Associate Management Analyst Year 2	\$170,459
Justice-Involved Care Manager Year 2	\$124,893
Associate Management Analyst Year 3	\$170,459
Justice-Involved Care Manager Year 3	\$124,893
TOTAL Approved Amount	\$886,056

- In accordance with the term on this MOU, Provider may submit invoices via email to Finance_AP@hpsm.org.
- Payment will be made to Provider within thirty (30 days) of receipt of invoice from Provider. Each payment shall be conditioned on the performance of the services described in Exhibit 1 to the full satisfaction of the Chief Executive Officer or his/her designee.