



September 7, 2022

36435

Thomas B. Modica
City Manager

the City of Long Beach, by and through its Department of Health and Human Services
2525 Grand Ave., Long Beach, CA 90815

Dear Evelyn Gonzalez-Figueroa:

Health Net, LLC ("Health Net") and California Health & Wellness Plan ("CHW"), sometimes collectively referred to as "Health Net" are pleased to inform you that it has approved an incentive payment pursuant to the Code of Federal Regulations ("CFR"), Title 42, Section 438.6(b) and the California Department of Health Care Services ("DHCS") CalAIM Incentive Payment Program in the amount of **\$243,242.00** during the Incentive period (the "Incentive") to the City of Long Beach, by and through its Department of Health and Human Services, ("Grantee") on the terms and conditions of this Incentive Letter and Agreement ("Agreement").

1. Tax Exemption Status. If Grantee is exempt from state and/or federal taxation, Grantee will provide Health Net proof of such exemption upon Health Net's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify Health Net against any such taxes.

2. Purpose of Grant. Grantee agrees to use the entire Incentive exclusively to support the specific goals, objectives, activities and outcomes stated in Exhibit A between the period of January 1, 2022 through December 31, 2022 (the "Project"). Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of Health Net. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.

3. Return of Incentive Funds. Health Net reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if Health Net, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; or (iii) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to Health Net or to this Incentive.



4. Reports, Records, Audits and Site Visits. Grantee shall submit written progress report(s) to Health Net in accordance with the due dates stated on the Incentive Summary in Exhibit A. Health Net is authorized to conduct audits, including on-site audits, at any time during the term of this Incentive and within four years after completion of the Project. Grantee shall allow Health Net and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as Health Net deems necessary or appropriate concerning this Incentive. Grantee shall maintain accounting records sufficient to identify the Incentive and to whom and for what purpose such funds are expended for at least four (4) years after the Incentive has been expended.

5. Representations. Grantee acknowledges, represents, and agrees (i) that it acts completely independently of Health Net and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless Health Net, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Incentive.

6. Other Obligations. Grantee acknowledges that the Grantee has no obligation to the Company in consideration for the Incentive, other than to (i) publicly recognize Health Net as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with Health Net to enhance public awareness of Health Net's sponsorship of the Project, (iii) placement of Health Net's name and logo and a brief description of Health Net's sponsorship in all relevant marketing materials, collateral, social media and similar public communications stating that the Project was made possible through the generous support of Health Net, (iv) permit Health Net to use Grantee's name, trademark, logo and other identifies in communications and publications (including internet, radio, television, etc.) in furtherance of Health Net's efforts to inform others of its connection to the Project, and (v) provide Health Net with audio, visual and/or written testimonials that promote Health Net's connection to the Project.

7. Independence of the Parties. Neither the Incentive nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

8. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as



health net



california
health & wellness

amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

9. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

10. Entire Agreement. This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended or modified except upon the written consent of both parties hereto.

Sincerely,

Martha Santana-Chin
Medicare and Medi-Cal President

Agreed to: the City of Long Beach, by and through its Department of Health and Human Services

Signature:

Linda F. Tatum

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Name:

LINDA F. TATUM

Title:

ASST CITY MANAGER

Date:

10/12/2022

APPROVED AS TO FORM

October 10, 2022

CHARLES PARKIN City Attorney

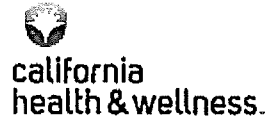
By

Taylor M. Anderson
DEPUTY CITY ATTORNEY



EXHIBIT A
CaAIM INCENTIVE PAYMENT PROGRAM SUMMARY

INCENTIVE NUMBER: IPP Q22022-0327	DATE AUTHORIZED: September 7, 2022
GRANTEE NAME: the City of Long Beach, by and through its Department of Health and Human Services	AMOUNT: \$243,242.00
PROJECT CONTACT, TITLE: Thomas B. Modica, City Manager	
TELEPHONE: 562-570-4208	EMAIL: evelyn.gonzalez@longbeach.gov
HEALTH NET/CHW INCENTIVE CONTACT: Karen Richmond EMAIL: Karen.Richmond@cahealthwellness.com	
<p>INCENTIVE PURPOSE: As designed, the CaAIM Incentive Payment Program (IPP) payments are intended to complement and expand the Enhanced Care Management (ECM) benefit and Community Supports in the following ways:</p> <ul style="list-style-type: none"> • Build appropriate and sustainable capacity; • Drive managed care plan (MCP) investment in necessary delivery system infrastructure; • Bridge current silos across physical and behavioral health care service delivery; • Reduce health disparities and promote health equity; • Achieve improvements in quality performance; and • Incentivize MCP take-up of Community Supports. <p>Medi-Cal MCPs have agreed to jointly fund Provider's IPP Grant Funding request in the amount of \$810,807.00, proportional to Medi-Cal membership in the County. Health Net will fund \$243,242.00.*</p> <p>Disbursement of Incentive Payment</p> <p>Health Net or CHW will disburse the Incentive Payments Provider in two (2) installments.</p> <p>To be eligible for funding, Provider must submit to Health Net or CHW one (1) copy of Provider's W-9 form and such other documentation reasonably requested by Health Net or CHW.</p> <p>Health Net will make the first Incentive payment in the amount of \$182,431.50 within approximately ninety (90) calendar days of the receipt of Grantee's completed Agreement.</p> <p>Health Net will make the second Incentive payment in the amount of \$60,810.50 by January 31, 2023, or within sixty (60) calendar days of the second Progress Report (as defined below) submission, whichever is later.</p> <p>Health Net or CHW shall have no obligation to provide any additional funding or incentive support to Provider under this Agreement or for any other purpose.</p>	



Provider shall refrain from using any portion of the Incentive for costs not approved under this Agreement, including, but not limited to, the following:

- Indirect costs, including accounting and legal expenses, administrative salaries, office expenses, rent, security expenses, telephone expenses, and utilities, unless otherwise approved under this Agreement.
- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by Health Net or CHW other duplicative funding source; or
- Direct services billable to Health Net, and/or other miscellaneous lines items.

** In Stanislaus and San Joaquin Counties, the MCPs are not jointly funding requests.*

IPP Funded Project Milestone Activities per Funding Area

FUNDING AREA I

FUNDING AREA II

- Identify technical assistance activities to develop a realistic timeline 7/2022-9/2022
- Compare and contrast Targeted Case Management with ECM 8/2022-10/2022
- Identify activities/services congruent with ECM to avoid duplication of services
- Develop appropriate reporting capabilities associated with ECM activities for sustainability
- Prepare final reports and recommendation to transition to ECM

FUNDING AREA III

- Conduct assessment to determine path/process beyond Health Promotion (Nutrition, and Chronic Disease Prevention Programs)
- Conduct assessment of existing Asthma programs to align with CalAIM and prevent duplication of services
- Determine realistic workplan and milestones for readiness and expansion
- Final Report and Plan

FUNDING AREA IV

RECOGNITION:

Grantee agrees to place the Health Net or CHW logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. Health Net and CHW will work with the Grantee to determine which logo (Health Net or CHW) shall be used. In addition, Health Net or CHW will be



acknowledged on the Grantee’s website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net or CHW as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to Health Net or CHW for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event Health Net or CHW changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.

INCENTIVE PERIOD:

Start date: On or after January 1, 2022	End Date: On or before December 31, 2022
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REPORTING REQUIREMENTS:

Provider shall prepare and deliver two (2) progress reports (each, a “Progress Report”) to Health Net or CHW by the dates identified below.

Provider shall submit each Progress Report no later than five (5) business days after the reporting date listed below:

<u>Report</u>	<u>Reporting Date</u>
First Progress Report	October 15, 2022
Second Progress Report	December 31, 2022

Health Net or CHW may request additional Progress Report(s) during the Term and up to one (1) year after the expiration or termination of this Agreement.

Health Net or CHW may change the reporting due date(s) of the Progress Reports based on changes or communications from DHCS’s submission timeframe.

Each Progress Report shall (1) document progress and provide data in accordance with the progress report template provided by Health Net or CHW and (2) include other requirements imposed by DHCS.

Failure to timely complete and submit Progress Reports may impact receipt of Incentive Payment(s) under this Agreement and may disqualify Provider from receiving any future Incentive Payments.

The reporting obligations of this Article shall survive any expiration or termination of this Agreement.