

LETTER OF AGREEMENT
BETWEEN

Central California Alliance for Health AND
County of Monterey, Health Department, Behavioral Health Bureau
for Student Behavioral Health Incentive Program (Year 2 and Year 3)

This Letter of Agreement (Agreement), effective upon the date of the last signature below (Agreement Effective Date), is entered into in order to specify the terms and conditions under which Santa Cruz-Monterey-Merced Managed Medical Care Commission, doing business as Central California Alliance for Health (the Alliance) agrees to provide funds (Incentives) through the Student Behavioral Health Incentive Program to County of Monterey, Health Department, Behavioral Health Bureau (Partner).

Recitals

Whereas, effective January 1, 2022, the Department of Health Care Services (DHCS) implemented the Student Behavioral Health Incentive Program (Program) to increase access to preventative, early intervention and behavioral health services for TK-12 children in public schools through partnerships between the Alliance, Local Education Agencies, County Offices of Education, county behavioral health departments, and other educational and/or behavioral health stakeholders.

Whereas, the Alliance is administering Incentives to Local Education Agencies, County Offices of Education, county behavioral health departments, and other educational and/or behavioral health stakeholders in order to facilitate successful implementation of student behavioral health interventions through the Program through December 31, 2024.

Whereas, the Alliance is responsible for oversight and administration of the Program and Incentive payments to the Partner consistent with the terms of the Program, any terms imposed as a condition of federal approval of the Program, and any DHCS guidance related to the Program.

Whereas, the Alliance will allocate staff time to engage in partnership development in the county by designing and facilitating individual and joint partner meetings over the course of the Program.

Now Therefore, the Alliance and, Partner agree that all funds provided as Incentives under the Program shall be subject to the terms and conditions of this Agreement.

1. Term. The term of this Agreement shall begin on Agreement Effective Date (date of the last signature on Agreement) and shall terminate on March 31, 2025 (Incentive Term), unless terminated by either party as permitted herein.

2. Liaison. The Alliance and Partner will each designate a liaison(s) to serve as a point of contact for activities performed related to this Agreement.

3. Incorporation of Incentives Request. Partner represents that all information contained in the submitted Student Behavioral Health Incentive Program (SBHIP) documentation,

including bi-annual progress reports and final outcome reports, is true, accurate and complete in all material respects to extent known to Partner at the time of submission. Partner further agrees that it will notify the Alliance promptly of any material change in information that impacts, alters or prevents completion of agreed upon Milestones, including any significant change in contract status for the provision of Medi-Cal services, organizational leadership, contact information, business operations, and/or financial standing.

4. Use of Funds. Incentive funds may only be used for the purpose of paying expenses that are actually incurred by Partner in carrying out the activities related to achieving Milestones during the Incentive Term of the Agreement provided. Expenses that may be funded by Incentives include: a portion of Employee Salary, Consultant fees, Hardware, Software, Training, Materials and other reasonable costs necessary to achieve Milestones. Funds cannot be used for the following purposes, and any amounts used for such unapproved uses will be deducted from payment amounts awarded hereunder: equipment already purchased or in place; equipment reimbursed through the Alliance's authorization process; and leased equipment.

5. Incentives Award Amount. Total payments outlined in Section 6 shall not exceed Incentives Award Amount of **\$50,000**, which is the total of all Milestone Funding Amounts outlined below in Section 7. Additional Incentive Awards will made be available to implement targeted interventions as stated under Future Changes in Section 7.

6. Incentive Payments. Payments shall be made to Partner by the Alliance according to the schedule provided below for the purposes of Program participation, subject to the receipt of all documentation reasonably required by the Alliance as described in Section 7 and 8, and all other terms of the Agreement:

- a. Initial Implementation Payment. The first payment shall be thirty percent (30%) of the total Incentives Award Amount for all Milestones described below and shall be paid within thirty (30) business days of receipt of the signed Letter of Agreement.
- b. Interim Payment 1. The second payment shall be thirty percent (30%) of the total Incentives Award Amount for the Milestones described below and shall be paid within thirty (30) business days of the Alliance's undisputed receipt of Milestone deliverables (due by May 31, 2023).
- c. Interim Payment 2. The third payment shall be fifteen percent (15%) of the total Incentives Award Amount for the Milestones described below and shall be paid within thirty (30) business days of the Alliance's undisputed receipt of Milestone deliverables (due by November 30, 2023).
- d. Interim Payment 3. The fourth payment shall be fifteen percent (15%) of the total Incentives Award Amount for the Milestones described below and shall be paid within thirty (30) business days of the Alliance's undisputed receipt of Milestone deliverables (due by May 31, 2024).
- e. Final Payment. The final payment shall be ten percent (10%) of the total Incentives Award Amount for the Milestones described below and shall be paid within thirty (30) business days of the Alliance's undisputed receipt of Milestone deliverables (due by November 30, 2024).

- f. Recoupment. It is at the Alliance’s discretion if recoupment of part of the initial 30% payment and/or interim payments, total of 90%, will be made for partially completed Milestones that support Program implementation.
- g. Disputed Amounts. The Alliance shall be permitted to withhold payment of any amounts for which the Alliance, in good faith, disputes or contests, including reducing such payment amounts by a recoupment consistent with the above terms. In the event of a good faith dispute pursuant to which the Alliance believes it is entitled to withhold or recoup payments, the Alliance may withhold payment of the disputed amount provided that, within thirty (30) calendar days following the Alliance’s submission of the targeted intervention Project Plans to DHCS which initiates the Final Payment and which the Alliance in good faith deems to be in dispute, the Alliance shall notify Partner in writing with a detailed explanation stating the factual basis for the Alliance’s withholding or recoupment of payment. To contest such withheld amounts, Partner must, within ten (10) calendar days following receipt of the Alliance’s notice of disputed amounts, respond to the Alliance in writing with a detailed explanation stating the factual basis, if any, for Partner, in good faith, demanding payment on any amount in dispute. Parties shall negotiate in good faith to resolve the dispute before pursuing other available legal remedies.

7. Milestones, Milestone Funding Amount and Deliverables. Partner and Alliance have agreed to the Milestones, Funding Amount per Milestone, and Deliverables required to verify completion in order to receive payment as outlined below. Unless mutually agreed upon in writing between Partner and the Alliance, all Milestone activities shall be completed by December 31, 2024.

Milestone 1: Agreement to Implementation of SBHIP Project Plans #1, #3, #6 and #10 (“Project Plans”)

Milestone Funding Amount: 30% of total allocation.

Deliverable: Full execution of this Letter of Agreement.

Due Date: July 15, 2023

Milestone 2: Execution of Activities Described in Project Plans for period of January 1, 2023-June 30, 2023

Milestone Funding Amount: 30% of total allocation.

- A. Serve as SBHIP Implementation Partner
 - 1. Participate in county-specific partner meetings to discuss SBHIP implementation of the four SBHIP Targeted Intervention Projects (“Projects”) by Alisal Union School District and Soledad Unified School Districts (“LEAs”) as approved by DHCS in the Project Plans (“Plans”).
 - 2. Provide input, as requested, on the Projects.
 - 3. Provide connections to County staff, as requested, to support Projects.
 - 4. Communicate updates of this Project to relevant County staff not currently participating in SBHIP meetings.
 - 5. Participate in SBHIP learning groups and opportunities as available.

Milestone 3: Execution of Activities Described in Project Plans for period of July 1, 2023-December 31, 2023

Milestone Funding Amount: 15% of total allocation.

- A. Serve as SBHIP Implementation Partner
 - 1. Participate in county-specific partner meetings to discuss SBHIP implementation of the four SBHIP Targeted Intervention Projects (“Projects”) by Alisal Union School District and Soledad Unified School Districts (“LEAs”) as approved by DHCS in the Project Plans (“Plans”).
 - 2. Provide input, as requested, on the Projects.
 - 3. Provide connections to County staff, as requested, to support Projects.
 - 4. Communicate updates of this Project to relevant County staff not currently participating in SBHIP meetings.
 - 5. Participate in SBHIP learning groups and opportunities as available.

Milestone 4: Execution of Activities Described in Project Plans for period of January 1, 2024-June 30, 2024

Milestone Funding Amount: 15% of total allocation.

- A. Serve as SBHIP Implementation Partner
 - 1. Participate in county-specific partner meetings to discuss SBHIP implementation of the four SBHIP Targeted Intervention Projects (“Projects”) by Alisal Union School District and Soledad Unified School Districts (“LEAs”) as approved by DHCS in the Project Plans (“Plans”).
 - 2. Provide input, as requested, on the Projects.
 - 3. Provide connections to County staff, as requested, to support Projects.
 - 4. Communicate updates of this Project to relevant County staff not currently participating in SBHIP meetings.
 - 5. Participate in SBHIP learning groups and opportunities as available.

Milestone 5: Execution of Activities Described in Project Plans for period of July 1, 2024 - December 31, 2024.

Milestone Funding Amount: 10% of total allocation.

- A. Serve as SBHIP Implementation Partner
 - 1. Participate in county-specific partner meetings to discuss SBHIP implementation of the four SBHIP Targeted Intervention Projects (“Projects”) by Alisal Union School District and Soledad Unified School Districts (“LEAs”) as approved by DHCS in the Project Plans (“Plans”).
 - 2. Provide input, as requested, on the Projects.
 - 3. Provide connections to County staff, as requested, to support Projects.
 - 4. Communicate updates of this Project to relevant County staff not currently participating in SBHIP meetings.

5. Participate in SBHIP learning groups and opportunities as available.

Notification of Material Change. Partner agrees to notify the Alliance promptly of any material change in information previously communicated that impacts, alters or prevents completion of agreed upon Milestones, including any significant change in organizational leadership, contact information, business operations, and/or financial standing.

8. Reporting. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Incentives funds, either before or after use by Partner, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds.

9. Corrective Action. In recognition of the need for project flexibility, the Alliance may utilize a corrective action plan for modifying the Agreement terms to facilitate Partner's compliance with terms or to adjust Milestones, related Incentive Amounts, and/or Completion Documentation as necessary. Partner noncompliance with modified terms may result in termination of this Agreement consistent with Section 11 (Termination). In the event of Agreement termination, Partner shall return funds as directed by the Alliance.

10. Evaluation and Monitoring. The Alliance may monitor and conduct evaluation of operations under this Program. This may include a meeting with Alliance staff to discuss the Partner's performance on responsibilities related to the Program, discuss the Program with the Partner's personnel, and review financial or other records and materials connected with the funded activities.

11. Termination.

- a. The terms of this Agreement are contingent upon DHCS funding of Program. Should sufficient funds not be allocated, or federal financial participation be unavailable, this Agreement may be modified accordingly, or this Agreement can be terminated by any party after giving thirty (30) calendar days advance written notice.
- b. This Agreement shall be effective on the Agreement Effective Date. This Agreement shall remain in effect until Incentive Term as set forth in Section 1 unless terminated by either party as permitted herein.
- c. This Agreement may only be rescinded, modified or amended by mutual agreement in writing.
- d. The Alliance may terminate this Agreement immediately if Partner fails to comply with the terms of this Agreement.
- e. The Alliance may terminate this Agreement immediately or cease providing payments hereunder in the event that the Alliance determines in its sole discretion (i) that further payments as set forth in the Agreement could violate laws or regulations or violates DHCS Program guidance, including laws or regulations or guidance in existence on the Agreement Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a

natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.

- f. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Partner ceases operations or in the event of Partner's insolvency, which insolvency shall be considered to have occurred when Partner makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Partner's ability to carry out the Milestones in this Agreement. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments already made prior to Partner's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Partner's general creditors or for any purpose other than as specifically set forth in this Agreement.

12. Effect of Termination. In the event of termination, this Agreement shall terminate and have no further force or effect with respect to either party as of the effective date of termination established in writing, except that all obligations arising or accruing prior to termination, including use or return of Incentives funds, shall be performed in accordance with the terms of the Agreement in effect as of the date such obligations arose or accrued and shall survive termination. The provision of sections 5, 6, 10, 11 and 12 of this Agreement shall remain in effect for any occurrences arising out of performance of the Agreement prior to termination.

13. Remedies.

- a. To the extent the Partner does not or is unable to achieve Milestones in their entirety as outlined above, the Partner shall notify the Alliance and return any funds at the direction of the Alliance not expended from the Initial Payment for any Milestone not completed. Partial completion of Milestone will be assessed for partial payment by the Alliance if the activities completed effectively support implementation of Program. Determination of partial payment is at the Alliance's discretion. In the event Partner fails to complete a Milestone as contemplated in this Agreement, Partner may be required to return any Incentives funds that it has already received under this Agreement, even if such funds were properly used.
- b. In addition to any other provision of this Agreement, if the Alliance determines, at its sole discretion, that Partner has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to provide documentation provided for in Section 6 hereof, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further Incentives payments to Partner under this Agreement or any other Incentives agreement, and may demand the return of all or part of the Incentives funds previously received by Partner, which Partner shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

14. Books and Records. Partner agrees to maintain satisfactory financial accounts, documents and records for the Incentives and to make them available to the Alliance, the

State of California, the United States Department of Health and Human Services or the Comptroller General of the United States, or otherwise required by law, for auditing at reasonable times. Partner also agrees to retain such financial accounts, documents and records for three years following termination or completion of this Agreement. Partner agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

15. Incentive Announcements. Any materials used to advertise, announce or otherwise inform the public, including individuals served by Partner, of the receipt of Incentives provided for hereunder shall describe the Incentives and the activities funded by the Incentives accurately, and in a way that conforms to the purpose set forth in this Agreement. Any such materials that mention or include information about the Alliance shall not be published or in any other way communicated without the prior approval of the Alliance. Any such materials that mention or include information about the Alliance shall refer to the health plan as Central California Alliance for Health.

16. Indemnification. Each party (“Indemnifying Party”), at its own expense, agrees to defend, indemnify and hold harmless the other Party (“Indemnified Party”) and any of Indemnified Party’s affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Indemnifying Party related to any of its obligations performed hereunder, (ii) any breach of Indemnifying Party’s representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third party rights or any laws or regulations relating to Indemnifying Party’s performance of its obligations under this Agreement.

17. Independent Contractors. The parties hereto are independent contractors and neither the Alliance nor Provider is an agent or employee of the other.

18. Severability. Except as provided in section 10, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

19. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

20. Assignment. This Agreement shall not be assigned by the Partner either in whole or in part.

21. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

22. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

For the Partner:

For Central California Alliance for Health:

Signature: _____

Signature: _____

Name: _____

Name: _____

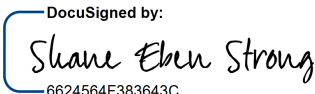
Title: _____

Title: _____


Date: _____

Date:

Approved as to Legal Form:

By:  _____
Office of County Counsel
Title: _____
6/23/2023 | 7:13 PM PDT
Date: _____

Approved as to Fiscal Provisions:

By:  _____
Auditor Controller Analyst I
Title: _____
6/26/2023 | 8:11 AM PDT
Date: _____