

**REINSTATEMENT AND FIRST AMENDMENT TO THE  
CENTRAL CALIFORNIA ALLIANCE FOR HEALTH  
AGREEMENT FOR CalAIM INCENTIVE PAYMENT PROGRAM  
#0422-MCHD-IPP**

This Reinstatement and First Amendment (“Amendment”), effective as of the last signature date below (the “Amendment Effective Date”), reinstates and amends the above referenced Agreement for CalAIM Incentive Payment Program (as amended, the “Agreement”) entered into by and between the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, successor to Santa Cruz-Monterey-Merced Managed Medical Care Commission, operating as Central California Alliance for Health (the “Alliance”) and the County of Monterey, on behalf of the Monterey County Health Department (“County”).

WHEREAS, the parties entered into the Agreement, effective June 7, 2022 (“Agreement Effective Date”);

WHEREAS, the Agreement expired by its terms on April 30, 2023 (“Expiration Date”);

WHEREAS, the Alliance and County have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the Alliance and County mutually desire to reinstate the Agreement with effect retroactive to May 1, 2023, as well as amend the Agreement as provided below with effect retroactive to the Agreement Effective Date;

**NOW, THEREFORE**, in consideration of the forgoing recitals and the mutual representations and covenants set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

1. **Reinstatement.** The termination of the Agreement is hereby revoked and reinstated in its entirety as amended by this Amendment. Except as expressly modified by this Amendment, the Agreement shall remain unchanged and in full force and effect as if the Agreement had never been terminated.
2. **Amendment.** The following modifications to the Agreement shall be retroactively applied and in full force and effect and incorporated into the Agreement as of the Agreement Effective Date:

- a. **Term:** As previously referenced on Page 2, Line 3:

1. Term. The term of this Agreement shall begin on Agreement Effective Date and shall terminate on **April 30, 2023** (Incentive Term), unless terminated by either party as permitted herein. This Incentive Term account for the activity period to achieve Milestones and an additional month for reporting after the end of the Incentive funding period.

**Shall be deleted in its entirety and replaced with the following:**

1. Term. The term of this Agreement shall begin on Agreement Effective Date and shall terminate on December 31, 2024 (Incentive Term), unless terminated by either party as permitted herein. This Incentive Term account for the activity period to achieve Milestones and an additional month for reporting after the end of the Incentive funding period.

- b. **Final Payment:** As previously referenced on Page 2, Line 37:

6.b. Final Payment. The second and final payment shall be twenty percent (20%) of the Incentives amount for each Milestone completed by March 31, 2023 and shall be paid within thirty (30) business days of receipt by the Alliance of a Final Report indicating that the Milestones have been completed (Final Report), as described below in section 7. The Alliance may adjust the Final Payment consistent with the terms of a corrective action plan as described below. It is at the Alliance’s discretion if partial payment of the final

20% will be made for partially completed Milestone that support ECM and/or Community Support implementation. The Alliance will not make a Final Payment until all past due reporting is completed.

**Shall be deleted in its entirety and replaced with the following:**

6.b. Final Payment. The second and final payment shall be twenty percent (20%) of the Incentives amount for each Milestone completed by **December 31, 2024** and shall be paid within thirty (30) business days of receipt by the Alliance of a Final Report indicating that the Milestones have been completed (Final Report), as described below in section 7. The Alliance may adjust the Final Payment consistent with the terms of a corrective action plan as described below. It is at the Alliance's discretion if partial payment of the final 20% will be made for partially completed Milestone that support ECM and/or Community Support implementation. The Alliance will not make a Final Payment until all past due reporting is completed.

- c. **Milestones, Milestone Funding Amount and Completion Documentation:** As previously referenced on Page 3, Line 24:

7. Milestone, Milestone Funding Amount and Completion Documentation. County has determined and Alliance has agreed to the Milestones, Incentive Amount per Milestone, and Completion Documentation required to verify completion in order to receive payment as outlined below. Unless mutually agreed upon in writing between County and the Alliance, all Milestones shall be completed by March 31, 2023.

**Shall be deleted in its entirety and replaced with the following:**

7. Milestone, Milestone Funding Amount and Completion Documentation. County has determined and Alliance has agreed to the Milestones, Incentive Amount per Milestone, and Completion Documentation required to verify completion in order to receive payment as outlined below. Unless mutually agreed upon in writing between County and the Alliance, all Milestones shall be completed by **December 31, 2024**.

- d. **Milestones, Milestone Funding Amount and Completion Documentation:** As previously referenced on page 3 line 29,

Milestone 1: Support seventeen (17) full-time staff positions dedicated to deliver direct ECM contracted services, and two (2) staff positions dedicated to transition program operations from Whole Person Care to ECM Program and provide supervision and program management.

Milestone Funding Amount: \$2,000,000

Completion Documentation:

- 1) Payroll ledgers through March 31, 2023 with position titles demonstrating: a) thirteen (13) full-time staff including at least four (4) Community Health Workers hired after April 30, 2022 dedicated full-time to ECM direct service; b) four (4) staff positions including two (2) Public Health Nurses and two (2) Licensed Vocational Nurses dedicated full-time to ECM direct service since January 1, 2022 transitioned from Whole Person Care; and c) two (2) positions (1.5 FTE) providing supervision and program management support for ECM Program.
- 2) Policy on case load per ECM lead care manager and number of supporting team members; and 3) ECM Program policies and procedures, workflows, and program management reports.

**Shall be deleted in its entirety and replaced with the following:**

Milestone 1: Support sixteen (16) full-time staff positions dedicated to deliver direct ECM contracted services. **Hire eight new full time staff positions to deliver direct ECM contracted services by 06/30/24 and assign two staff positions (1.5 FTE) to transition program operations from Whole Person Care to ECM Program and provide supervision and program management.**

Milestone Funding Amount: **\$2,148,143.19**

Completion Documentation:

- 1) Payroll ledgers through March 31, 2023 with position titles demonstrating: a) twelve (12) full-time staff including at least four (4) Community Health Workers hired after April 30, 2022 dedicated full-time to ECM direct service; b) four (4) staff positions including two (2) Public Health Nurses and two (2) Licensed

Vocational Nurses dedicated full-time to ECM direct service since January 1, 2022 transitioned from Whole Person Care; c) two (2) positions (1.5 FTE) providing supervision and program management support for ECM Program; and d) one (1) position providing program management.

2) Policy on case load per ECM lead care manager and number of supporting team members; and 3) ECM Program policies and procedures, workflows, and program management reports.

**3) Payroll ledger through December 31, 2024 for eight (8) new full time staff positions and two (2) staff positions mentioned above.**

- e. Milestones, Milestone Funding Amount and Completion Documentation: As previously referenced on page 4 line 3,

Milestone 2: Purchase of office furniture for desk configuration, allowing ECM teams to rotate the use of office space at the Department headquarters by Dec 31, 2022.

Milestone Funding Amount: \$25,000

Completion Documentation: 1) Purchase orders and payment verification for Department Headquarters desk configuration.

**Shall be deleted in its entirety and replaced with the following:**

Milestone 2: Purchase of office furniture for desk configuration, allowing ECM teams to rotate the use of office space at the Department headquarters by Dec 31, 2022.

Milestone Funding Amount: **\$57,424.65**

Completion Documentation: 1) Purchase orders and payment verification for Department Headquarters desk configuration.

- f. Milestones, Milestone Funding Amount and Completion Documentation: As previously referenced on page 4 line 8,

Milestone 3: Explore and develop data sharing and reporting solutions between the MCHD instance of Activate Care and the Alliance and develop reports.

Milestone Funding Amount: \$36,000

Completion Documentation: 1) Contract with Activate Care (MCHD); 2) agreement between MCHD and the Alliance and workflows for data sharing; and 3) development of at least three data reports on ECM population.

**Shall be deleted in its entirety and replaced with the following:**

Milestone 3: Explore and develop data sharing and reporting solutions between the MCHD instance of Activate Care and the Alliance and develop reports.

Milestone Funding Amount: **\$40,195.50**

Completion Documentation: 1) Contract with Activate Care (MCHD); 2) agreement between MCHD and the Alliance and workflows for data sharing; and 3) development of at least three data reports on ECM population.

- g. Milestones, Milestone Funding Amount and Completion Documentation: As previously referenced on page 4 line 14,

Milestone 4: Integration of Activate Care with EPIC by March 31, 2023.

Milestone Funding Amount: \$80,000

Completion Documentation: 1) Contract and statement of work with EPIC (OCHIN); and 2) integration workflows and procedures.

**Shall be deleted in its entirety.**

- h. Milestones, Milestone Funding Amount and Completion Documentation: As previously referenced on page 4 line 18,

Milestone 5: Integration of Activate Care with Avatar by March 31, 2023.

Milestone Funding Amount: \$80,000

Completion Documentation: 1) Contract and statement of work with Avatar (NetSmart); and 2) integration workflows and procedures.

**Shall be deleted in its entirety.**

- i. Milestones, Milestone Funding Amount and Completion Documentation: As previously referenced on page 4 line 22,

Milestone 6: Trainings in new systems, practices, and workflows for Activate Care. Training recordings available on-demand in Learning Management System (LMS).

Milestone Funding Amount: \$50,000

Completion Documentation: 1) Training schedule and agenda; 2) pre/post survey results; 3) training certification forms for trained staff; and 4) training recordings in LMS.

**Shall be deleted in its entirety and replaced with the following:**

Milestone 6: Trainings in new systems, practices, and workflows for Activate Care. Training recordings available on-demand in Learning Management System (LMS).

Milestone Funding Amount: **\$24,549.09**

Completion Documentation: 1) Training schedule and agenda; 2) pre/post survey results; 3) training certification forms for trained staff; and 4) training recordings in LMS.

- j. Milestones, Milestone Funding Amount and Completion Documentation: As previously referenced on page 4 line 27,

Milestone 7: Trainings in culturally appropriate case management service delivery.

Milestone Funding Amount: \$50,000

Completion Documentation: 1) Training schedule and agenda; 2) pre/post survey results; and 3) training certification forms for trained staff.

**Shall be deleted in its entirety and replaced with the following:**

Milestone 7: Trainings in culturally appropriate case management service delivery.

Milestone Funding Amount: **\$50,687.57**

Completion Documentation: 1) Training schedule and agenda; 2) pre/post survey results; and 3) training certification forms for trained staff.

- k. **Reporting:** As previously referenced on Page 5, Lines 7-13:

County shall provide the Alliance with a Final Report by April 30, 2023 that shall document to the Alliance, in a form and manner described above as Completion Documentation, that activities have been carried out and Milestones have been achieved. Final Report will include narrative on completion of Milestone, attachment of Completion Documentation and documentation of categories of Incentive expenditure in carrying out Milestone completion activities. Failure to submit this report will delay Final Payment and may disqualify County from receiving future Incentives funding from the Alliance.

**Shall be deleted in its entirety and replaced with the following:**

County shall provide the Alliance with a Final Report by **July 31, 2024** that shall document to the Alliance, in a form and manner described above as Completion Documentation, that activities have been carried out and Milestones have been achieved. Final Report will include narrative on completion of Milestone, attachment of Completion Documentation and documentation of categories of Incentive expenditure in

carrying out Milestone completion activities. Failure to submit this report will delay Final Payment and may disqualify County from receiving future Incentives funding from the Alliance.

- 3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect; provided however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.
- 4. **Counterparts.** This Amendment may be executed in counterparts or via electronic signature, each of which shall be deemed to be an original and all such counterparts or electronically signed documents shall together constitute one and the same Amendment.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

COUNTY/PARTNER

ALLIANCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM

DocuSigned by:  
 By: Stacy Sietta  
C0ECE1B99F444A9...  
 Print Name: Stacy Sietta

Title: Chief Deputy County Counsel

Date Signed: 10/17/2024 | 1:49 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:  
 By: Patricia Ruiz  
E79EF64E57454F6...  
 Print Name: Patricia Ruiz

Title: Auditor Controller Analyst I

Date Signed: 10/18/2024 | 7:22 AM PDT