

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)
AND
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and
through the San Francisco Department of Public Health (Sponsored Party)

This CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (“CalAIM”) CAPACITY BUILDING INCENTIVE PAYMENT PROGRAM (“IPP”) Agreement (“Agreement”) is made as of July 1, 2024, in the City and County of San Francisco, State of California, by and between BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (“ANTHEM”) and the City and County of San Francisco, a municipal corporation (“City”), acting by and through the San Francisco Department of Public Health (“Sponsored Party”),

WHEREAS, CalAIM is a multi-year Department of Health Care Services (“DHCS”) initiative to improve the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of broad delivery system, program and payment reforms across the Medi-Cal program; and

WHEREAS, DHCS is making incentive payments to qualifying MCPs that meet milestones and metrics associated with the implementation of components of CalAIM, including the ECM and Community Supports (ILOS) programs; and

WHEREAS, ANTHEM has received those funds and wishes to grant those funds to Sponsored Party in accordance with the capacity funding requirements; and

WHEREAS, Sponsored Party desires to receive such an incentive payment on the terms and conditions set forth herein:

Now, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

CATEGORY	Sponsored Party	ANTHEM
LIAISON	Appoint liaison person(s) to coordinate activities with Anthem and to notify Sponsored Party staff of their roles and responsibilities to comply with the requirements of the Provider Capacity Incentive Program.	Appoint liaison person(s) to coordinate activities with Sponsored Party and to notify Sponsored Party’s staff and providers of their roles and responsibilities to comply with the requirements of the Provider Capacity Incentive Program.
CAPACITY FUNDING REQUIREMENTS	1. Capacity funds cannot be used for: capital campaigns, endowments, annual drives, operating deficit, debt retirement, replacement of previously funded services, direct services billable to other payers, or miscellaneous line items.	1. Anthem will advance to Sponsored Party one lump sum in the amount of \$265,000.00 (“sponsorship funds”) as an incentive to assist with the following provider capacity building activities: a. Staffing and training costs to support program expansion, in

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	<p>2. Provide Anthem required documentation to support funding request.</p>	<p>alignment with Anthem's network needs as indicated by DHCS.</p> <p>b. Training and other staff development/retention activities</p> <p>2. Funding can be taken back to the extent that Sponsored Party utilizes sponsorship funds in a manner expressly prohibited or in a manner not authorized, and to the extent any sponsorship funds remain unspent all unspent funds shall be returned if Anthem determines that the Sponsored Party has not or will not meet program requirements. Provided that Sponsored Party substantially meets its goals as specified in this Agreement, in Anthem's sole discretion, and provided that Sponsored Party is given an opportunity to submit to Anthem additional information or evidence that it has substantially met its goals under this Agreement after written notice by Anthem that it has determined that Sponsored Party has not substantially met its goals under this Agreement, then ANTHEM will waive repayment of such sponsorship, or a prorated portion, thereof. If the ECM/CS Provider Agreement between ANTHEM and Sponsored Party is terminated for any reason, with the exception of Sponsored Party's breach of Agreement, during the duration of this Agreement, Sponsored Party understands and agrees that it will repay any unspent sponsorship funds.</p>
ELIGIBILITY, TRACKING AND FOLLOW-UP	See Exhibit A of this MOA.	Review Sponsored Party's submitted documentation to ensure program requirements are met.
QUALITY ASSURANCE	Sponsored Party agrees to provide progress reports as requested and submit outcome documentation by the date specified by Anthem that are provided to Sponsored Party with reasonable notice. Outcome documentation of incentive activities includes using templates provided by Anthem. Training and technical assistance will be provided by Anthem.	Collect needed documentation for review through Plan resources.

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MONITORING AND CONFLICT RESOLUTION	<ol style="list-style-type: none"> 1. Coordinate with Anthem liaison(s) to schedule quarterly meetings to monitor this MOA. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings. 2. MOA will commence on the Effective Date and will be in force until the end of DHCS incentive phase out fiscal year 2024-2025 and thus an end date of 06/30/2025, unless otherwise informed by DHCS and incorporated into this MOA through an amendment, or as noted in subsection 3 below. 3. Either party may terminate this agreement with or without cause on thirty (30) calendar days' prior written notice to the other party. The MOA will automatically terminate upon one or more of the following events: <ol style="list-style-type: none"> a. Termination of Sponsored Party's CalAIM Agreement (Participation Agreement) with Anthem; or b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A of this MOA. 	<ol style="list-style-type: none"> 1. Coordinate with Sponsored Party liaison(s) to schedule quarterly meetings to monitor this MOA. 2. MOA will commence on the Effective Date and will be in force until the end of DHCS incentive phase out fiscal year 2024-2025 and thus an end date of 06/30/2025, unless otherwise informed by DHCS and incorporated into this MOA through an amendment, or as noted in subsection 3 below. 3. Either party may terminate this MOA with or without cause on thirty (30) calendar days' prior written notice to the other party. The MOA will automatically terminate upon one or more of the following events: <ol style="list-style-type: none"> a. Termination of Sponsored Party's CalAIM Agreement (Participation Agreement) with Anthem; or b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A of this MOA.
STATE MANDATE	The Provider Incentive Program complies with DHCS All Plan Letter (APL) 21-016 , including any future APLs concerning IPP.	
PROTECTED HEALTH INFORMATION	<ol style="list-style-type: none"> 1. Sponsored Party will comply with all applicable laws pertaining to use and disclosure of Protected Health Information (PHI) including: <ol style="list-style-type: none"> a. HIPAA / 45 C.F.R. Parts 160 and 164 b. LPS / W & I Code Sections 5328-5328.15 c. 45 C.F.R. Part 2 d. HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> e. CMIA (CA Civil Code 56 through 56.37) 2. Sponsored Party will train all members of its workforce on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions within the covered entity. 	<ol style="list-style-type: none"> 1. Anthem will comply with all applicable laws pertaining to use and disclosure of PHI including: <ol style="list-style-type: none"> a. HIPAA / 45 C.F.R. Parts 160 and 164 b. LPS / W & I Code Sections 5328-5328.15 c. 45 C.F.R. Part 2 d. HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> e. CMIA (CA Civil Code 56 through 56.37) 2. Anthem will encrypt any data transmitted via Electronic Mail (email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other

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	<div>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</div> <div>4. Sponsored Party will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 business days.</div>	<div>confidential data to Anthem or anyone else including state agencies.</div> <div>Anthem will notify Sponsored Party within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</div>
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Term. This Agreement will commence on the Effective Date and will be in force until June 30, 2025, unless the Agreement is terminated as specified below in the Termination Section of this Agreement.

Termination. Either Party may terminate this Agreement with or without cause upon sixty (60) calendar days’ prior written notice to the other Party. This Agreement will automatically terminate upon termination of Sponsored Party Participation Agreement with Anthem.

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EXHIBIT A

The CalAIM Capacity Building Incentive Payment Program (IPP) is for Anthem California Medicaid business-only. Unless otherwise defined in this Agreement, all defined terms shall have the meanings set forth in the Agreement. The parties agree that the terms of this agreement may be modified upon written mutual agreement.

Under the Program, Anthem will advance to Sponsored Party in one lump sum in the amount of \$ 265,000.00 as an incentive to assist Sponsored Party with (Check all that apply):

- ☒ Provider Capacity Building
- ☒ Training and other Staff development/retention activities
- ☐ Purchase or Improve IT Infrastructure
- ☐ Service Model/Program Development to Engage Hard to Reach Populations
- ☐ Service model/program development for future Populations of Focus (PoFs) such as Jail Re-Entry, Child Services PoF integration
- ☐ Closure of other identified gaps

Provided that Sponsored Party meets its goals under the Program as specified herein during the term of the Agreement, then Anthem will waive repayment of such sponsorship, or a prorated portion, thereof.

If the Sponsored Party Participation Agreement between Anthem and Sponsored Party is terminated for any reason during the duration of this Agreement, Sponsored Party understands and agrees that it will repay the Sponsorship in full.

Provider Capacity Incentive Payment Program (IPP) Services and Goals

Measurements

In order to be eligible for IPP funds, Sponsored Party chooses the goals as bolded below:

- 1. Increase staff roster size to serve more ECM and/or CS members.**
- 2. Implement Staff Training or Community Based Training forums to support ECM and/or CS Membership**
- ~~3. Purchase or improve IT infrastructure to support ECM and/or CS systems including certified EHR technology, care management document systems, closed loop referral, billing systems/services, and onboarding/enhancements to health information exchange capabilities~~
- ~~4. Community/County Partnerships: Development and maintenance of HIE/HIT technology or community based HER.~~

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- ~~5. Community/County Partnerships: CS Service Model/Program Development and ECM Jail Re-Entry, Child Services PoF Integration~~
- ~~6. Community/County Partnerships: Consulting/Program Planning costs that focus on broad engagement across all stakeholders.~~
- ~~7. Closure of other identified gaps~~

Required documentation to support the capacity building need request and the resulting impact of the funding is required and outlined in the Anthem IPP Program Description.

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Blue Cross of California Partnership Health Plan, Inc.

MSPi:

03/31/2025

Date

Name: **Michael Piellucci**

Title: **Regional Vice President**

City and County of San Francisco, a municipal
corporation, acting by and through the
San Francisco Department of Public Health

DocuSigned by:

Naveena Bobba

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02/26/2025 | 2:36 PM PST

Date

Name: **Naveena Bobba**

Title: **Deputy Director of Health**

Approved as to Form:
DAVID CHIU
City Attorney

DocuSigned by:

Arnulfo Medina

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By:

Arnulfo Medina
Deputy City Attorney

Date: **02/25/2025 | 2:40 PM PST**