



**CALHIVE BEHAVIORAL HEALTH INTEGRATION
IMPROVEMENT COLLABORATIVE
PARTICIPATION AGREEMENT**

This agreement is made and entered into this **July 1, 2023**, by and between the Purchaser Business Group on Health, a non-profit public benefit corporation of the state of California, hereinafter called "PBGH," and, **the City and County of San Francisco, by and through its Department of Public Health**, hereinafter called "Consultant".

In consideration of the covenants and conditions hereinafter set forth, PBGH and ~~Consultant~~~~Factor~~, agree to the following:

1. **SERVICES TO BE PERFORMED:**

Consultant agrees to perform services for PBGH (the "Work") as described in the Scope of Work (Exhibit A).

2. **REPORTING:**

Consultant shall report to **Kristina Mody, Associate Director, Practice Transformation**. Consultant shall provide status reports to PBGH on the progress of assignments, as stipulated in Exhibit A.

3. **TERM:**

This agreement shall commence on **July 1, 2023** and shall expire on **January 31, 2027** and PBGH may extend the contract at its discretion, for up to two additional years, if mutually agreed upon by both parties.

Consultant agrees to perform services as outlined in Exhibit A on or before the expiration of the term set forth above. PBGH may terminate the use of Consultant's services at any time without cause and without further obligation to Consultant except for payment due for services performed prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 5 – 17, hereof, which shall survive any termination.

4. **FEES AND PAYMENT SCHEDULE:**

PBGH will pay Consultant for Work performed under this Agreement as described in Exhibit A.

In no event shall total fees exceed **\$100,000** for the contract term without prior written authorization of PBGH.

Consultant shall submit invoices on a monthly basis in accordance with the schedule of services, milestones, and deliverables enumerated in Exhibit A, and the fees and billing rates stated in Exhibit B. All invoices shall be submitted using Consultant's standard invoice, and at a minimum shall include the services, deliverables or milestones completed. PBGH reserves the right to audit Consultant's provision of the Work under this Agreement, and Consultant agrees to cooperate with any such audit. All invoices shall be dated and numbered. Invoices submitted without this information may delay payment. Invoices shall include a certification that expenditures claimed represent actual allowable costs for committed effort and work performed under this contract. Invoices shall be sent to PBGH by email to the following PBGH address:

accountspayable@pbgh.org

The preferred method of payment is ACH. Please complete the attached ACH enrollment form.

Consultant must provide PBGH with a signed form W9, per Federal Instructions:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Invoices will be paid by PBGH within 30 days of receipt of invoice. Unless specifically agreed to by PBGH, Consultant shall be responsible for all costs and expenses incident to the performance of services, including but not limited to, all costs of equipment provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other Consultant's costs of doing business. PBGH shall be responsible for no expenses incurred by Consultant in performing services for PBGH.

Travel Expenses for travel to and from the site where ~~Work Services is~~are to be performed shall be by way of the lowest available airfare or train fare (whichever is most reasonably expedient), if applicable. Travel time shall not be billable. In no event, however, shall PBGH be responsible for unreasonable or excessive expenses, for ground transportation expenses to and from the homes of ~~Consultant's~~tractor's employees, or for travel time.

Consultant is responsible for paying all required state and federal taxes.

5. **INDEMNIFICATION**

- a) Consultant agrees to indemnify, defend, and hold PBGH and its successors, officers, directors, agents, and employees harmless from any and all actions, causes of actions, claims, demands, cost, liabilities, expenses, and damages (including attorneys' fees) arising out of, or in connection with any breach of Consultant's warranties or obligations arising out of this Agreement, ~~including without limitation breach of its tax obligations,~~ but only in proportion to and to the extent such actions, causes of action, claims, demands, cost, liabilities, expenses, or damages are caused by or result

~~from the negligent or intentional acts or omissions or growing out of any act or omission~~ of Consultant, ~~its officers, or his/her~~ agents, or employees.

- b) PBGH agrees to indemnify, defend, and hold Consultant and its successors, officers, directors, agents, and employees harmless from any and all actions, causes of actions, claims, demands, cost, liabilities, expenses, and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement, but only in proportion to and to the extent such actions, causes of action, claims, demands, cost, liabilities, expenses, or damages are caused by or result from the negligent or intentional acts or omissions by PBGH or growing out of any act or omission of PBGH, ~~or its officers,~~ agents, or employees.

6. **CONFIDENTIALITY AND OWNERSHIP:**

- a) Consultant or ~~its his/her~~ employees recognizes that PBGH possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of PBGH relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Consultant, or (b) information that subsequently becomes public through no act or omission of the Consultant. The term "confidential information" also includes any data, analysis, reports, or results developed under this Agreement. Additionally, at no time shall Consultant or ~~its his/her~~ employees disclose any information, including any personally identifiable information ("PII") or protected health information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing regulations, about individual patients, individual physician groups, or health plans participating in any study associated with this Agreement. For clarity, in no event will Consultant share PHI or PII with PBGH. Consultant agrees that all of the confidential information is and shall continue to be the exclusive property of PBGH, whether or not prepared in whole or in part by Consultant and whether or not disclosed to or entrusted to Consultant's custody. Consultant agrees that Consultant shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of PBGH, except as required by state or local law, including the California Public Records Act. (California Government Code § 6250 et seq.), and the San Francisco Sunshine Ordinance. (San Francisco Administrative Code Chapter 67).
- b) To the extent any work product, deliverables, inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Consultant in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by PBGH and they shall be deemed

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“work for hire” as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as “work for hire” under applicable law, and to the extent they include material subject to copyright, patent trade secret or other proprietary rights protection, Consultant hereby irrevocably and unconditionally waives all enforcement of such rights. Consultant shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Consultant, as part of its services under this Agreement shall be owned by PBGH.

- c) Upon termination of this Agreement for any reason, Consultant shall deliver immediately to PBGH the deliverables, in whatever form they exist at the time of termination. Unless such deliverables are received by PBGH, PBGH shall not have any obligation to make payments to Consultant under this Agreement.
- d) The provisions of this section shall survive termination of this Agreement.

7. **RETURN OF MATERIALS:**

Consultant agrees that upon termination of this Agreement, Consultant will return to PBGH all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of PBGH. Consultant will not retain any such materials.

8. **WARRANTIES:**

Consultant warrants that:

- a) Consultant’s agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Consultant and a third party; and
- b) The Work as delivered to PBGH will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
- c) The services provided by Consultant shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Consultant and PBGH.

9. **RELATIONSHIP OF PARTIES:**

Consultant is an independent contractor of PBGH. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon PBGH’ sole discretion to terminate this Agreement at any time without cause. Consultant’s employees shall not be entitled to

any benefits provided to the employees of PBGH and Consultant further agrees to be responsible for all of Consultant's federal and state taxes, withholding, social security, insurance, and other benefits. Neither Consultant nor its employees shall have any claim against PBGH for compensation, overtime, vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind ("Consultant's Employee Benefits") and Consultant shall indemnify, defend and hold harmless PBGH from and against any and all claims, losses, expenses, judgments and damages for and with respect to Consultant's Employee Benefits.

10. **OTHER ACTIVITIES:**

Consultant is free to engage in other independent contracting activities, provided Consultant does not engage in any such activities which are inconsistent with, or in conflict with, any provisions hereof, or that so occupy Consultant's attention as to interfere with the proper and efficient performance of Consultant's services thereunder. Consultant agrees not to induce or attempt to influence, directly or indirectly, any employee at PBGH to terminate his/her employment and work for Consultant or any other person.

11. **ENTIRE AGREEMENT:**

This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between the parties respecting the subject matter of this agreement. This Agreement may be amended only by a writing signed by Consultant and by a duly authorized representative of PBGH.

12. **SEVERABILITY:**

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

13. **ARBITRATION: (Reserved).**

~~Any controversy or claim arising out of or relating to this Agreement or breach hereof shall be settled promptly by arbitration with one arbitrator in San Francisco, California, in accordance with the rules of the American Arbitration Association then existing; provided, however, that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Agreement. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be the exclusive final remedy for any dispute between the parties.~~

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14. **INJUNCTIVE RELIEF:**

Nothing in this Agreement shall prevent PBGH from seeking injunctive relief for violation of the Confidentiality clause in Section 6 of this Agreement.

15. **GOVERNING LAW:**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

16. **ASSIGNMENTS:**

Consultant shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of PBGH and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment shall not constitute consent to any further assignment or transfer.

17. **SUBCONTRACTORS:**

PBGH reserves the right of approval of any subcontractors hired by Consultant who will perform Work under this Agreement. The covenants contained within this Agreement shall be made a part of any subcontract between Consultant and any subcontractor for Work covered by this Agreement.

18. **NOTICES:**

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U.S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

PBGH:	Purchaser Business Group on Health 1611 Telegraph Avenue #210 Oakland, CA. 94612 Attn: _____ Tele: _____
Consultant:	_____ _____ _____ Attn: _____ Tele: _____ Email: _____

Either party may change its address by giving notice to the other in the manner provided herein.

19. **ACKNOWLEDGEMENT**

Consultant certifies and acknowledges that Consultant has carefully read all of the provisions of this Agreement and Consultant understands and will fully and faithfully comply with such provisions.

IN WITNESS WHEREOF: PBGH, a non-profit public benefit corporation, caused this agreement to be executed in duplicate, attested by _____, **PBGH, and Consultant.**

PBGH	CONSULTANT
By: _____	By: _____
{Signature}	{Signature}
Name: _____	Name: _____
Title: _____	Title: _____
Purchaser Business Group on Health	Company: _____
Date: _____	Date: _____
Address: 1611 Telegraph Avenue #210 Oakland, CA. 94612	Address: _____
	Tax Identification Number: Consultant: If individual, please attach W-9, http://www.irs.gov/pub/irs-pdf/fw9.pdf

Approved as to Form:

David Chiu
City Attorney

By: _____
Henry L. Lifton
Deputy City Attorney

**CALHIVE BEHAVIORAL HEALTH INTEGRATION (BHI)
IMPROVEMENT COLLABORATIVE**

**EXHIBIT A
PARTICIPANT REQUIREMENTS**

Participation requirements for the CalHIVE Behavioral Health Integration (BHI) Improvement Collaborative are defined below:

A. Data Reporting

Participant agrees to identify a practice or clinic that will serve as a pilot site for behavioral health integration. Participant will enroll and provide data for all clinicians across their organization and the identified pilot practice or clinic site through October 2026.

For the duration of the collaborative data reporting includes:

- Submission of required data deliverables on-time. A high-level overview of the data submission cycles is provided below in [Table 1](#).
- Use of standard reporting templates provided by CalHIVE (e.g., clinician enrollment file, measurement results file)
- Report on all required measures within the CalHIVE BHI measure set and selected optional measures based on organizational priorities (see [Appendix, Table 1](#))
- Report on all measures for all practice/clinic sites in network, identifying which are from the implementation pilot site
- Report on measurement data based on a 3-month lag in claims processing. The CalHIVE BHI measure set includes a mix of claims/administrative based measures and electronic clinical quality measures designed for reporting from electronic health record systems
- Report on measurement data for rolling 12-month basis at the individual clinician level (Type 1 National Provider Identifier), identifying their associated practice or site of care, and payer/product mix
- Submission of clinician enrollment at beginning of program, with clinician and practice identifiers including: Type-1 NPIs, Type-2 NPIs and Tax Identification Numbers (TIN), practice/clinic address, eligible provider type

Table 1 – Data Submission Cycles Submission

2023			July Cycle Test 1	October Cycle Test 2
2024		April Baseline	July Cycle 1	October Cycle 2
2025	January	April	July	October

	Cycle 3	Cycle 4	Cycle 5	Cycle 6
2026	January Cycle 7	April Cycle 8	July Cycle 9	October Cycle 10

B. Staff Commitment

Participant will identify individuals to fulfill the following roles for the improvement collaborative by the time of the program launch in July 2023. Note that if roles are not filled by July 2023 there should be a documented plan for hiring that role. These roles may be filled by the same individual.

Team roles should include:

- Executive Sponsor – overall program champion and executive responsible for meeting the program requirements; provides strategic alignment to organization’s goals; ensures accountability
- Project Lead – key contact to PBGH staff; manages project day-to-day; ensures milestones are on track
- Clinician Leader – responsible for leading practice improvement and engaging clinicians; understands clinical implications of project
- Behavioral Health Program Lead (if BH services are already offered) – responsible for designing and executing pilot program; understands behavioral health workflows and processes
- Data Manager – person responsible for aggregating and submitting data
- Technical expert (health IT) – has knowledge of current technical systems and ability to make changes
- Quality/performance measurement lead – leads quality improvement projects; has knowledge of organizational performance; able to access patient feedback data

C. Participation in Learning and Improvement Advising

Phases

The improvement collaborative is broken down into two distinct phases, outlined below.

Participating provider organizations will be required to complete the following:

- Phase 1: Preparation/Boot Camp (2023 –2024)
 - Understand and build capabilities for collecting and reporting data through coding and clinical documentation
 - Identify a care team; hiring and on-boarding new roles as necessary
 - Identify a pilot practice or clinic site for behavioral health implementation
 - Participants will be required to graduate from the program’s Preparation/Boot Camp Phase to participate in Phase 2 (measured by completion of certain milestones in the Implementation Milestone Assessment Tool)
- Phase 2: Implementation & Scaling (2024 – 2026)

- Apply the program’s curriculum, defined in seven distinct steps
- Implement their BHI model at the pilot practice
- Refine and begin scaling the integration model more broadly across their network of providers

During both Phase 1 and Phase 2 of the improvement collaborative, participants will be required to actively engage in the program, as demonstrated by:

- Participating in improvement advising (IA) sessions designed to support teams (at least 2 per month)
- Completing offline activities to advance in the program
- Joining and contributing in monthly learning events and webinars
- Attending in-person convening(s) where participating organizations come together for peer-to-peer sharing and learning. No more than two in-person convenings will be hosted in any calendar year.

D. Program Deliverables

With support of an assigned Improvement Advisor, each participant will be responsible for completion of the following program deliverables for core funding:

- Needs Assessment – completed at the beginning of program; will identify strengths and opportunities at organization and pilot site
- Implementation Milestone Assessment Tool – completed four times over course of program; will assess scored progress on milestones across nine domains (project planning, patient/family engagement, workforce, health IT, clinical/care model, financing data/reporting, sustainability, health equity)
- Behavioral Health Integration implementation plan – 1) design of and 2) implementing a workplan to integrate behavioral health into primary care at pilot site
- Sustainability plan – identify workplan for scaling behavioral health integration across entire organization/network

With support of an assigned Improvement Advisors, each participant must complete the following program deliverables for incentive funding:

- Disparity reduction plan – analyze data to identify a health disparity on reported measure and identify plan to remediate
- Depression outcomes – demonstrate improvement at pilot site in “Depression Remission or Response for Adolescents and Adults” measure

EXHIBIT B
PAYMENT SCHEDULE

Total payments of up to \$100,000 over the duration of the agreement are available to each participant. Funding includes core (85%) and incentive performance-based payments (15%).

Core payments will be based on three milestones:

- Data Reporting (see Exhibit A, Section A)
- Participation in Learning and Improvement Advising (see Exhibit A, Section C)
- Fulfillment of Program Deliverables (see Exhibit A, Section D)

Incentive payments will be based on two milestones (see Exhibit A, Section D).

The Payment schedule and associated deliverables are outlined in the table below.

Table 2: Payment Schedule & Deliverables

Program Year	Funding Amount - Type	Milestones
Program Year 1 July 2023 – June 2024	Sub-total: \$40,000 available	
Payment no earlier than 1/1/24	\$20,000 - Core	<ul style="list-style-type: none"> • Data: Submission of 2 Reporting Cycles (July and October 2023) • Participation: IA & Learning Events • Deliverables: Needs Assessment & Implementation Milestone Assessment (IMAT) (1 of 4)
Payment no earlier than 7/1/24	\$20,000 - Core	<ul style="list-style-type: none"> • Data: Submission of 1 Reporting Cycle (April 2024) • Participation: IA & Learning Events • Deliverables: Implementation Milestone Assessment (IMAT) (2 of 4) • Documented Behavioral Health Integration implementation plan
Program Year 2 July 2024 – June 2025	Sub-total: \$35,000 available	

Program Year	Funding Amount - Type	Milestones
Payment no earlier than 7/1/25	\$30,000 - Core	<ul style="list-style-type: none"> • Data: Submission of 4 Reporting Cycles (July 2024, October 2024, January 2025, April 2025) • Participation: IA & Learning Events • Deliverables: Implementation Milestone Assessment (IMAT) (3 of 4) • Implemented Behavioral Health Integration implementation plan
Payment no earlier than 7/1/25	\$5,000 - Incentive	<ul style="list-style-type: none"> • Documented disparity reduction plan
Program Year 3 July 2025 – June 2026	Sub-total: \$25,000 available	
Payment no earlier than 7/1/26	\$15,000 - Core	<ul style="list-style-type: none"> • Data: Submission of 4 Reporting Cycles (July 2025, October 2025, January 2026, April 2026) • Participation: IA & Learning Events • Deliverables: Implementation Milestone Assessment (IMAT) (4 of 4) • Implemented Behavioral Health Integration sustainability plan
Payment no earlier than 12/31/26	\$10,000 - Incentive	<ul style="list-style-type: none"> • Data: Submission of 2 Reporting Cycles (July 2026, October 2026) • Depression outcomes at pilot site

Payments will be made by PBGH within 30 days of invoice to PBGH.

To receive payment:

- Participant must submit a W9 form, updated annually
- Participant must establish electronic funds payment via ACH form
- Upon approval from CQC program office for annual deliverables, Participant must issue an invoice to PBGH 30 days prior to payment being issued

APPENDIX
Table 1: CalHIVE BHI Measure Set

Required Measure & NQF ID	Numerator Description	Denominator Description
Depression Screening and Follow-Up for Adolescents and Adults (DSF) <i>NQF ID 0418</i>	Members 12 years of age and older who were screened for clinical depression using a standardized instrument and, if screened positive, received follow-up care on or up to 30 days after the date of the first positive screen.	Members 12 years of age and older at the start of the Measurement Period. Exclude members with any of the following: <ul style="list-style-type: none"> - Bipolar disorder during the year prior to the Measurement Period. - Depression during the year prior to the Measurement Period. - In hospice or using hospice services during the Measurement Period.
Depression Remission or Response for Adolescents and Adults (DRR) - 4-8 Months	<p>Depression Follow Up: A PHQ-9 total score in the member's record during the Depression Follow-Up Period (4-8 months)</p> <p>Depression Remission: Members who achieve remission of depression symptoms, as demonstrated by the most recent PHQ-9 total score of <5 documented during the Depression Follow-Up Period (4-8 months).</p> <p>Depression Response: Members who indicate a response to treatment for depression, as demonstrated by the most recent PHQ-9 total score being at least 50 percent lower than the PHQ-9 score associated with the IESD, documented during the Depression Follow-Up Period (4-8 months).</p>	Members 12 years and older as of the start of the Intake Period who meet all the following criteria: <ul style="list-style-type: none"> - A PHQ-9 total score >9 documented during the Intake Period. - A diagnosis of major depression or dysthymia that starts before and overlaps or starts during the IESD. - Participation in the measurement period. Exclude members with any of the following at any time during the Intake Period or during the Measurement Period. <ul style="list-style-type: none"> - Bipolar disorder. - Personality disorder. - Psychotic disorder. - Pervasive developmental disorder.

Required Measure & NQF ID	Numerator Description	Denominator Description
		- In hospice or using hospice services during the Measurement Period.
Preventive Care and Screening: Unhealthy Alcohol Use: Screening & Brief Counseling <i>NQF ID 2152</i>	Members 18 years of age and older who were screened for unhealthy alcohol use using a standardized tool and received appropriate follow-up care if they screened positive	Members 18 years of age and older with at least one eligible encounter during the measurement period
Diabetes: HbA1c Poor Control (>9%)	Patients with most recent HbA1c test >9% or missing result during the measurement period	Patients 18–75 years of age with diabetes (type 1 and type 2)
ED Visits/1000/Yr.	Number of emergency department visits	Member years of enrollment with Participant (or with clinician)/1000