

**LETTER OF AGREEMENT
BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. AND
COUNTY OF TULARE**

THIS LETTER OF AGREEMENT (the “Agreement”) by and between **Blue Cross of California Partnership Plan, Inc. and its affiliates** (“Anthem”) and County of Tulare (“Sponsored Party”) is effective January 1, 2025 (the “Effective Date”).

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Anthem and Sponsored Party each desire to participate in a Provider Capacity Incentive Program (the “Program”) geared toward improving the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of delivery system infrastructure, Enhanced Care Management (ECM) capacity building, and Community Supports (CS) capacity building and take up, and Community Health Assessments (CHA) and Community Health Improvement Projects (CHIPS). Anthem and Sponsored Party both agree to provide the Program goals, metrics and objectives as specified in Exhibit A, attached hereto and incorporated herein.
2. To the extent any provision contained in this Agreement conflicts with the terms and conditions of Sponsored Party’s Participation Agreement with Anthem, then Sponsored Party’s Participation Agreement shall control.
3. The parties acknowledge and agree that all information related to the Program created and/or furnished by one party to the other party as a result of this Agreement is proprietary. Sponsored Party and Anthem agree not to use such proprietary information except for the purpose of carrying out their obligations under this Agreement. Neither party shall disclose any proprietary information to any person or entity without the other party’s express written consent, except as required pursuant to applicable law, regulatory requirements, or legal order, in which case such party shall immediately notify the other party of the receipt of any such request for disclosure prior to the disclosure.
4. The Agreement will commence on the Effective Date and will be in force until December 31, 2027 unless the Agreement is earlier terminated as specified in Section 6.
5. Either party may terminate this Agreement with or without cause on thirty (30) days’ prior written notice to the other party. This Agreement will automatically terminate upon one or more of the following events:
 - a. Termination of Sponsored Party’s Participation Agreement with Anthem; or

- b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.
- 6. The parties hereto represent to each other that to their knowledge this Agreement (i) has been validly executed and delivered, and (ii) has been duly authorized by all corporate action necessary for the authorization.
- 7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- 8. This Agreement is solely for the benefit of Sponsored Party and Anthem and will not be construed to give rise to or create any liability or obligation to, or to afford any claim or cause of action to, any other person or entity.
- 9. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with a breach of any representation and warranty made by a party in this Agreement, and for claims for damages of any nature whatsoever, arising from a party's performance or failure to perform its obligations hereunder.
- 10. Sponsored Party agrees that 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.
- 11. Sponsored Party agrees to provide progress reports at least annually or as requested and submit outcome documentation by the end of the 3 year cycle and a final report to the health plan by January 31, 2028. Outcome documentation of incentive activities includes using templates provided by Anthem. Training and technical assistance will be provided by Anthem.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC.

By: [Signature]

Name: Les Ybarra, CEO

Date: 3/28/2025

By: [Signature]

Name: Cassie Kam

Date: 4/1/2025

County of Tulare
By: [Signature]

Name: Pete Vander Poel, chair, Board of Supervisors

Date: 5/6/2025

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare



By: [Signature]
Deputy Clerk

Approved as to Form

Approved as to Form

County Counsel

By: Allison K. Pierce
Deputy

Date: 4/2/25

Matter ID: 2025170

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 Sponsored Party Participation Agreement. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties.

Under the Program, Anthem will advance to Sponsored Party one lump sum in the amount of \$106,996 as an incentive to assist Sponsored Party with:

☒ CHA/CHIP

Approved Milestones:

Funds will support Tulare County's CHA/CHIP efforts from January 1, 2025 through December 31, 2027, including activities related to the SMART objective to develop and implement a joint action plan to increase depression screenings of adolescents ages 12-17. Specifically, funds will support communications & media (e.g., funding for media/messaging about CHA/CHIP which may include, but is not limited to, social media, bus ads, billboards, and radio/TV advertising); bi-monthly committee meetings support to provide refreshments for the in-person meetings or ad hoc meetings (this could include purchasing incentives, offering lunch at CHIP committee meetings, etc.); contracting with a trainer for Cultural Humility trainings and other equity-focused trainings; data support/infrastructure (i.e., web-based data-visualization tools, technology to support data sharing and analysis, including management, data analysis, and stakeholder engagement activities to advance the CHIP goals); and contracting with a consultant who specializes in providing support on CHAs/CHIPs (e.g., data collection and analysis, stakeholder outreach, meeting facilitation, subject matter experts on topics such as the MAPP process, reporting writing, and coordination/implementation of focus groups, key informant interviews, and community survey facilitation).

Provided that Sponsored Party meets its funded deliverables 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 at a prorated rate.

Provider Capacity Incentive Payment Program Funds Services and Goals**Measurements**

SMART Goal: By December 2025, Tulare County and MCPs will work collaboratively to develop and implement a joint action plan to increase depression screenings of adolescents ages 12-17.

Sponsored Party is agreeing to work in partnership with Anthem on achieving the DHCS Bold Goal(s) as described within the DHCS Comprehensive Quality Strategy... Sponsored Party must submit final reporting to Anthem by January 31, 2028. Sponsored Party will report on the following deliverables from January 1, 2025– December 31, 2027. The final report will include different sections based on the referenced funded deliverables. The sections include metrics on communication and media messaging regarding the CHA and CHIP. Media messaging may include social media, bus advertisements, billboards, and radio or television advertising.

.Another section will include documentation of food and beverages purchases for the committee meetings, workplan, and final report of the contractor services that may include professional development training, data infrastructure (web based data visualization tool) reporting, and workplan and final reports of the consultant to support with the CHA and CHIP development

Funded deliverables:

- a. Communications & media (e.g., funding for media/messaging about CHA/CHIP which may include, but is not limited to, social media, bus ads, billboards, and radio/TV advertising)
- b. Bi-monthly committee meetings will provide refreshments for in-person meetings or ad hoc meetings (this could include purchasing incentives, offering lunch at CHIP committee meetings, etc.)
- c. Contracting with a trainer for professional development trainings
- d. Data support/infrastructure (i.e., web-based data-visualization tools, technology to support data sharing and analysis, including management, data analysis, and stakeholder engagement activities to advance the CHIP goals)
- e. Contracting with a consultant who specializes in providing support on CHAs/CHIPs (e.g., data collection and analysis, stakeholder outreach, meeting facilitation, subject matter experts on topics such as the MAPP process, reporting writing, and coordination/implementation of focus groups, key informant interviews, and community survey facilitation).