# Housing and Homelessness Incentive Program Agreement BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.

#### **AND**

## El Dorado County Health and Human Services Agency

**THIS AGREEMENT** (the "Agreement") by and between Blue Cross of California Partnership Plan, Inc. and its affiliates ("Anthem") and the El Dorado County Health and Human Services Agency ("HHIP Grantee") is effective upon the date of complete execution of the Agreement (the "Effective Date"). The scope of services, reporting, and funding details are included in Exhibit A.

WHEREAS: The Housing and Homelessness Incentive Program (HHIP) is a two-year incentive program from the Department of Health Care Services (DHCS) that allows Medi-Cal Managed Care Plans (MCP's) to earn funds by working with community organizations to build partnerships and address housing and homelessness. As part of HHIP, Anthem is making investments to community partners - "HHIP Grantees" to address identified gaps and needs and meet HHIP metrics.

WHEREAS: The El Dorado County Health and Human Services Agency is the Administrative Entity designated by the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC) to receive and administer HHIP funds for CoC related activities.

#### **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 HHIP Grantee each desire to participate in HHIP (the "Program") geared towards improving partnerships and addressing housing and homelessness among Medi-Cal members. HHIP Grantee agrees to perform the services, and agrees to program goals, metrics and objectives as specified in Exhibit A, attached hereto and incorporated herein.
- 2. 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 and confidential. HHIP Grantee and Anthem agree not to use such proprietary and confidential information except for the purpose of carrying out their

obligations under this Agreement. Neither party shall disclose any proprietary and confidential 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.

- 3. The Agreement will commence on the Effective Date and will be in force until the DHCS incentive phase out fiscal year 2024-2025 from the Effective Date unless the Agreement is earlier terminated as specified in Exhibit A.
- 4. 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 HHIP Grantee Agreement with Anthem; or
  - b. HHIP Grantee fails to meet requirements and measurements as outlined in Exhibit A.
- 5. 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.
- 6. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- 7. This Agreement is solely for the benefit of HHIP Grantee 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.
- 10. 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.
- 11. Provider agrees that HHIP funds cannot be used for long-term "room and board" costs which is defined as long-term rental assistance. This does not include shelter operations or shelter costs, short-term or emergency rental assistance, housing related costs for housing lease-up, capital funds for permanent affordable or supportive housing development or rehab, or housing development operating subsidies.

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

El Dorado County Health and Human Services Agency ("HHIP Grantee")	BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (Anthem Blue Cross)
Signature:	Signature:
Name: Title: El Dorado County HHSA Director	Name:
Date:	Date:

### EXHIBIT A

HHIP is for Anthem California Medicaid business-only. Unless otherwise defined in this Agreement, all defined terms shall have the meanings set forth in the DHCS HHIP All Plan Letter 22-007 dated September 19, 2022, viewable at the below link: <a href="https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2022/APL22-007.pdf">https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2022/APL22-007.pdf</a>

Under the Program, Anthem will advance funds (See Total Grant Amount) as a grant to assist Anthem with meeting HHIP metrics during the Program measurement periods. If the Program Agreement between Anthem and HHIP Grantee is terminated for any reason during the duration of this Agreement, Provider understands and agrees that it will repay the Grant in full.

#### 1. **Grantee Information:**

Grantee Name:	Primary Contact for Grant:
El Dorado County Health and Human	Name: Alyson McMillan
Services Agency	Title: HHSA Housing and Homelessness
	Program Manager
	Email: alyson.mcmillan@edcgov.us
	Phone: (530)295-6931
Grantee Address:	County(s) Served:
3047 Briw Rd.	El Dorado County
Placerville, CA, 95667	

- 2. Description of Grant/Investment: The El Dorado County Health and Human Services Agency has been an integral part of the HHIP planning and implementation. El Dorado County serves as the collaborative applicant for the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC) including oversite of the PIT Count, the Homeless Management Information System (HMIS), the Coordinated Entry System (CES), and other CoC activities. This HHIP grant will provide funds for the following activities:
  - EDOK CoC PIT Count Consultant for biannual PIT Counts (2023-2025 years). This includes support with conducting the PIT and analysis/reporting.
  - To procure a new HMIS software for the EDOK CoC to allow for more robust functionality, data sharing, and reporting.

3. **HHIP Measures to be Impacted:** The following HHIP measures are intended to be successfully impacted/achieved by the grant. The grantee has reviewed and understands the definitions and expectations of the intended impacted DHCS HHIP metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
■ 1.1 Engagement with the CoC	☐ 2.1 Connection with street medicine team (DHCS Priority Measure)	■ 3.3 MCP members experiencing homelessness who were successfully engaged in Enhanced Care Management (ECM)
■ 1.2 Connection and Integration with the local Homeless Coordinated Entry System (DHCS Priority Measure)	■ 2.2 MCP Connection with the local Homeless Management Information System (HMIS) (DHCS Priority Measure)	■ 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports (DHCS Priority Measure)
□ 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		☐ 3.5 MCP members who were successfully housed (DHCS Priority Measure)
☑ 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching (DHCS Priority Measure)		□ 3.6 MCP members who remained successfully housed (DHCS Priority Measure)
■ 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		

4. **Grantee Deliverables/Reporting:** Grantee is agreeing to work in partnership with Anthem Blue Cross on achieving HHIP metrics identified above.

During HHIP Measurement Period 1 (5/1/22-12/31/22) with reporting to Anthem by February 1, 2023, grantee will do the following:

a. Participate in monthly HHIP Implementation meetings with Anthem and partners.

- b. Provide Anthem with process on how Anthem staff can volunteer for the Point-In-Time (PIT) Count by December 1, 2022.
- c. Develop CES strategies for Anthem involvement focused on CalAIM services and work with Anthem to craft narrative for HHIP measure 1.2 for submission 1. Integrate new strategies into CoC CES Policies and Procedures. Strategies should include how to increase connection between the CES including increasing referrals for ECM and CS services and how to pair ECM and CS services with housing resources including vouchers/rental assistance.
- d. Develop strategies (in alignment with the CoC) to address disparities and promote equity and identify Anthem's role in these strategies. With Anthem, craft narrative strategies for HHIP measure 1.6 for submission 1.
- e. Facilitate "view only" access to the Homeless Management Information System (HMIS) for Anthem care coordination staff and provide training to new users to gain their license.
- f. Include Anthem in discussions and scope of work to procure new HMIS software to meet Anthem and HHIP needs for data sharing.

During HHIP Measurement Period 2 (1/1/23-10/31/23) with reporting to Anthem by December 1, 2023, grantee will do the following:

- a. Participate in monthly HHIP Implementation meetings with Anthem and partners.
- b. Identify Anthem as a funder/partner of the PIT Count in community messaging, materials, and the final public report distributed to the community.
- c. Begin implementation of CES strategies for Anthem involvement. Train CoC, CalAIM contractors, and MCP's in new CES strategies. Begin making referrals through CES for ECM and CS services. With Anthem craft narrative for HHIP measure 1.2 for submission 2.
- d. Begin implementation of equity strategies with Anthem. With Anthem craft narrative for HHIP measure 1.6 for submission 2.
- e. Provide trainings/engage in discussion with Anthem HMIS users on best practices and innovative uses of HMIS to better meet the needs of Anthem members experiencing homelessness.
- f. Procure new HMIS software to meet Anthem and HHIP needs for data sharing that includes the ability to provide timely alerts when an Anthem members housing status changes.

## 5. Anthem Responsibilities:

- a. Identify a point of contact to serve as a liaison for HHIP grant.
- b. Participate as necessary in any planning activities, system/program design, or any other necessary meetings to implement activities being funded by the HHIP grant.
- c. Distribute funds to HHIP grantee based on Disbursement Intervals below.
- d. Periodically meet with HHIP grantee to monitor progress on achieving anticipated HHIP metrics. Engage with HHIP grantee on strategies to improve/address challenges to meeting HHIP metrics.
- 6. **Total Grant Amount:** \$139,711

HHIP Activity	HHIP
	Amount
PIT Count Consultant	\$46,333
HMIS Software Procurement	\$93,378
Total HHIP Grant	\$139,711

- 7. **Effective Date:** Upon Execution through 12/31/23
- 8. **Disbursement Intervals:** The total grant will be dispersed using the following intervals:
  - \$46,333 upon execution of HHIP grant agreement
  - \$93,378 upon execution of agreement with new HMIS vendor