

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF VENTURA  
AND  
GOLD COAST HEALTH PLAN  
FOR SERVICES RELATED TO CALAIM INCENTIVE PAYMENT PROGRAM**

This Memorandum of Understanding (“MOU”) is effective as of January 1, 2022, by and between the County of Ventura, which includes among its component parts Ventura County Health Care Agency - Ambulatory Care and the Ventura County Behavioral Health Department (“Provider”), and Gold Coast Health Plan (“Plan”), in order to facilitate successful implementation of the goals and objectives established by the Department of Health Care Services (“DHCS”) CalAIM Incentive Payment Program (“CalAIM IPP”). The services and activities (collectively “Activities”) performed by Provider in support of the CalAIM IPP are set forth in the Scope of Work attached as Exhibit A hereto (“SOW”).

**Whereas**, CalAIM is a multi-year 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 reform across the Medi-Cal program;

**Whereas**, CalAIM seeks to achieve this transformation through a variety of initiatives, which include population health management, Enhanced Care Management (“ECM”), and Community Supports (“CS”) (also known as “In Lieu of Services”);

**Whereas**, DHCS acknowledges that successful implementation of ECM and CS requires significant investments in care management capabilities, ECM and CS infrastructure, information technology and data exchange, and workforce capacity across Medi-Cal Managed Care Plans (“MCP”), city and county agencies, providers and other community-based organizations;

**Whereas**, DHCS implemented the CalAIM IPP to support the implementation and expansion of ECM and CS by incentivizing MCPs in accordance with 42 CFR Section 438.6(b), to drive MCP delivery system investment in provider capacity and delivery system infrastructure, bridge current silos across physical and behavioral health care service delivery, reduce health disparities and promote health equity, achieve improvements in quality performance, and encourage take-up of CS;

**Whereas**, under the CalAIM IPP, Plan is eligible to receive incentive payments from DHCS based on the successful completion of DHCS-established infrastructure development goals, objectives, and measures in the following three (3) program priority areas: (1) delivery system infrastructure; (2) ECM provider capacity building; and (3) CS provider capacity building and take-up;

**Whereas**, in September 2021, DHCS released requirements for MCPs to provide a “Gap-Filling Plan” that describes how each MCP would enhance the infrastructure and capacity in its service area to meet the DHCS-established infrastructure development goals, objectives, and measures in each of the three above priority areas;

**Whereas**, Plan and Provider collaboratively developed a Gap Filling Plan that was submitted to DHCS in December 2021, which described how the parties would work together to meet the DHCS-established infrastructure development goals, objectives, and measures in each of the three priority areas in order to advance the quality of life and health outcomes for persons who are eligible for Medi-Cal and enrolled in Plan (“Member”);

**Whereas**, DHCS launched the CalAIM IPP on January 1, 2022 with the stated intent of providing advance payments to MCPs to allow them to fund the infrastructure development and capacity building goals and objectives;

**Whereas**, MCPs were required to begin infrastructure and capacity building activities as of January 1, 2022;

**Whereas**, Plan and Provider met bi-weekly to assist Plan in meeting the goals, measures, and objectives of the CalAIM IPP for the period beginning in January 1, 2022;

**Whereas**, DHCS approved Plan’s Gap Filling Plan and specified the funding to be released to GCHP for infrastructure development and capacity building on March 29, 2022;

**Whereas**, Plan informed Provider in April 2022 of the funding amount that would be allocated to Provider’s infrastructure capacity building Activities, based on the Gap Filling Plan;

**Whereas**, DHCS subsequently released CalAIM IPP funding for infrastructure development and capacity building in May 2022;

**Whereas**, Providers’ Activities as set forth in the SOW have involved significant investments by the Provider, and the Provider has relied on Plan’s stated intent regarding the funding to Provider for undertaking Activities to satisfy the ECM and CS infrastructure and capacity building goals and objectives of the CalAIM IPP;

**Whereas**, Plan and Provider have actively negotiated the terms of this MOU since April 2022; and

**Whereas**, the Activities to meet the DHCS-established infrastructure and capacity building goals and objectives and the associated funding amounts are documented in the SOW in Exhibit A.

Therefore, Provider and Plan agree as follows:

1. **Term.** The term of this MOU shall begin on January 1, 2022, and will be effective through December 31, 2022.
2. **Termination.**
  - A. Plan may terminate this MOU with thirty (30) days’ advance written notice to Provider and DHCS due to Provider’s failure to meet terms of a corrective action plan as set forth in Section 5 (Corrective Action).

- B. This MOU is contingent upon the availability of sufficient state and federal Medicaid funding, and all necessary federal approvals to be obtained by DHCS. Should sufficient funds not be allocated, or federal financial participation be unavailable, Activities set forth in the SOW may be modified accordingly by mutual agreement of the parties, or this MOU can be terminated by any party after giving thirty (30) days' advance written notice.
  - C. Either party may terminate this MOU without cause upon ninety (90) days' written notice to the other party.
  - D. Either party may terminate this MOU at any time for cause upon thirty (30) days' prior written notice to the other party if such other party breaches this MOU and has failed to cure such breach during such thirty (30)-day period. Further, either party may terminate this MOU with notice to the other party upon the terminating party's reasonable determination that termination is required by regulatory requirements.
  - E. Upon termination or expiration of this MOU, no party shall have any further obligations hereunder. Payments under this MOU shall cease, except for (i) any payment obligations accrued prior to the date of termination and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this MOU. The obligations set forth in this MOU with regard to submission of documentation, Sections 10 and 11, below, with regard to overpayments and offsets, and Section 12, below, with regard to audits, shall survive termination of this MOU.
3. **Scope of Work under the MOU.** The Activities provided under this MOU are described in the SOW in Exhibit A.
  4. **Confidentiality.** Plan and Provider collaboration in support of project(s) may require the exchange of confidential or Protected Health Information as defined in 45 CFR Section 164.103 ("Confidential Information") as may be identified by either party. Plan and Provider agree to abide by each party's processes and requirements applicable to the exchange of Confidential Information, in accordance with applicable state or federal law.
  5. **Corrective Action.** Plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, to facilitate Provider's compliance with the terms of this MOU..
  6. **Provider Responsibilities.**
    - A. To assist Plan with furthering the goals of the CalAIM IPP, Provider shall be responsible for the performance of the Activities set forth in the SOW, which are directly related to each of the three DHCS priority areas described in further detail below. These Activities are intended to assist Plan in achieving the goals and objectives of the CalAIM IPP and successfully implement the ECM and CS programs.

- i. The priority area of Delivery Infrastructure requires Plan's ECM and CS providers to achieve the following objectives. The SOW defines Provider's Activities and Deliverables related to achievement of such goals and objectives.
  - a. Electronically exchange care plan information and clinical documents with other care team members;
  - b. Have access to certified Electronic Health Record ("EHR") technology or a care management documentation system that is able to generate and manage a patient care plan; and
  - c. Submit claim(s) or invoice(s) to Plan or have access to a system or service that is able to process and send claim(s) or invoice(s) to Plan with the information necessary for Plan to submit a compliant encounter to DHCS.
- ii. The priority area of Enhanced Care Management Provider Capacity Building and Uptake require Plan and Plan's providers to achieve the following objectives. The SOW defines Provider's Activities and Deliverables related to achievement of such goals and objectives.
  - a. Increase ECM line staff, uptake, authorizations, and providers;
  - b. Develop reporting capacity for race and ethnicity data of Members who are eligible for ECM benefits and ECM providers; and
  - c. Actively engage and pursue eligible justice involved Members (*e.g.*, individuals who are currently inmates, or have spent time, in jails, youth correctional facilities, or prisons).
- (1) The priority area of Community Supports Provider Capacity Building and Uptake requires Plan's ECM and CS providers to achieve the following objectives. The SOW defines Provider's Activities and Deliverables related to achievement of such goals and objectives. Increase number of providers, services offered, and authorizations;
  - a. Expand on CS housing to offer short-term post-hospitalization and one (1) other CS service to Members by July 1, 2022; and
  - b. Establish baseline, collect data, and report on CS enrollees by subpopulation.

- B. Provider shall be responsible for providing Deliverables to Plan to demonstrate completion of the Activities consistent with the terms of this MOU.
- C. Provider shall promptly notify Plan of any material change in organizational leaders, business operations, and financial standing that will affect the delivery of the Activities.
- D. Plan is responsible for overseeing the CalAIM IPP, including monitoring and verifying completion of the Activities, as well as administering payments consistent with the terms of the CalAIM IPP, this MOU, any terms imposed as a condition of federal approval of the CalAIM IPP, and any subsequent DHCS guidance related to the CalAIM IPP.

**7. Use of Funding and Reporting Requirements.**

**A. Use of Funding**

- i. Provider shall expend funds for the purposes of carrying out the Activities.
- ii. Provider shall document to Plan, in a form and manner determined by Plan, that the Activities have been completed. Provider shall submit all requested supporting documentation to support Plan's payment for all Activities performed.
- iii. To the extent Provider does not or is unable to carry out the Activities, Provider shall notify Plan and return any funds that Provider may have received related to those Activities, as set forth more fully in Sections 10 and 11 herein.
- iv. Provider shall administer payments consistent with the terms of this MOU, any terms imposed as a condition of federal approval of the CalAIM IPP, and any subsequent DHCS guidance related to the CalAIM IPP, as applicable.
- v. Provider shall not use funds for Activities other than those defined in the SOW. Such use of funds shall not duplicate other State, federal, or private funding for such Activities. Funding under this MOU shall not be used to pay for ECM or CS services, which are furnished pursuant to separate agreements.

**B. Reporting**

- i. Provider shall submit to Plan monthly reports on its progress on completion of the Activities described in the SOW in a form and manner specified by Plan.

- ii. Provider shall submit written reports in a form and manner specified by Plan regarding progress on the Activities in the SOW, as required by Plan and/or DHCS.

8. **Plan Responsibilities.**

- A. **Monitoring CalAIM IPP.** Plan will collect and evaluate all information related to implementation of Activities described in the MOU for the purposes of ensuring appropriate use of funds, reporting to DHCS, and other objectives as set forth in any CalAIM IPP guidance issued by DHCS.
- B. **Reporting to DHCS.** Plan will report to DHCS on the status of Provider's completion of the Activities, as required by DHCS.
- C. **Funding of Activities , Payment and Invoicing**
  - i. **Funding Amounts.** The total Ventura County Health funding amount is three million seven hundred ninety thousand eight hundred fifty seven dollars and fourteen cents (\$3,792,857.14) ("Total Funds"). Total Funds are budgeted to the Activities based on the amount of funding provided to Plan by DHCS to meet the objectives in each of the priority areas and are allocated among activities based on the relative contributions of Provider and Plan to satisfying the objectives, as described in the SOW.
  - ii. **Payment and Invoicing.** Plan will pay Provider for the Activities described in the SOW. Provider shall submit an invoice to Plan upon completion of the Activity (Activities).
  - iii. **Liaison.** Plan and Provider will each designate a liaison(s) to serve as a point of contact for the Activities performed related to this MOU.
  - iv. **MOU Monitoring.** Plan and Provider will meet on a mutually agreed upon frequency, or upon request, to monitor the performance of parties' responsibilities related to this MOU.

9. **Dispute Resolution.** If there is a dispute that cannot be resolved by the parties through informal discussions, either party can submit a request for resolution to DHCS. A party shall give the other party five (5) business days' notice of its intent to submit a request for resolution.

- A. **Government Claims Act.** For disputes unresolved by the above process, Plan and Provider agree to meet and confer in good faith to resolve any disputes that may arise under or in connection with this MOU. In all events and subject to the provisions of this Section which follow, Plan and Provider shall comply with the provisions of the Government Claims Act (Government Code Section 900 et. seq.) with respect to any dispute or controversy arising out of or in any way relating to this MOU or the subject

matter of this MOU (whether sounding in contract or tort, and whether or not involving equitable or extraordinary relief) (a “Dispute”).

- B. **Judicial Reference.** At the election of either party to this MOU (which election shall be binding upon the other party), a Dispute shall be heard and decided by a referee appointed pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereto, if applicable), who shall hear and determine any and all of the issues in any such action or proceeding, whether of fact or law, and report a statement of decision, subject to judicial review and enforcement as provided by California law, and in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The referee shall be a retired judge of the California superior or appellate courts determined by agreement between the parties, provided that in the absence of such agreement either party may bring a motion pursuant to the said Section 638 for appointment of a referee before the appropriate judge of the Ventura Superior Court. The parties acknowledge that they forego any right to trial by jury in any judicial reference proceeding. Any counterpart or copy of this MOU, filed with such court upon such motion, shall conclusively establish the agreement of the parties to such appointment. The parties agree that the only proper venue for the submission of claims to judicial reference shall be the courts of general jurisdiction of the State of California located in Ventura County. The parties reserve the right to contest the referee’s decision and to appeal from any award or order of any court. The designated non-prevailing party in any Dispute shall be required to fully compensate the referee for his or her services hereunder at the referee’s then respective prevailing rates of compensation.
- C. **Time Limitation.** Notwithstanding anything to the contrary contained in this MOU, any suit, judicial reference or other legal proceeding must be initiated within one (1) year after the date the Dispute arose or such Dispute shall be deemed waived and forever barred; provided that, if a shorter time period is prescribed under the Government Claims Act (Government Code Section 900 et. seq.), then, the shorter time period (if any) prescribed under the Government Claims Act shall apply.
- D. **Venue.** Unless otherwise specified in this Section, all actions and proceedings arising in connection with this MOU shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Ventura, State of California.
10. **Overpayment Recoupment.** Provider agrees to repay any funds paid to Provider in advance for any SOW Activities not performed and for any Activities partially performed or where DHCS goals or objectives described in the SOW were not met based on Provider’s lack of performance, as determined by Plan in consideration of DHCS standards, and/or determined by DHCS. Provider shall repay Plan for any

Plan and/or DHCS recoupment of CalAIM IPP funds paid to Provider under this MOU. Provider specifically agrees that Plan may recover such owed amounts by way of offset or recoupment in accordance with Section 11 of this MOU.

11. **Offset.** In the event that Plan determines that Provider has been overpaid, or that funds were paid which were not provided for under this MOU, Provider shall make repayment to Plan within sixty (60) days of written notification by Plan of the overpayment, duplicate payment, or other excess payment (“Overpayment”). In addition to any other contractual or legal remedy, Plan may recover the amounts owed by way of offset or recoupment from current or future amounts due Provider by giving Provider not less than sixty (60) working days’ notice in which to exercise Provider’s dispute resolution rights under this MOU. If Provider fails to make repayments within sixty (60) days of such notice by Plan, Plan shall offset such amounts against payments to Provider. As a material condition to Plan’s obligations under this MOU, Provider agrees that the offset and recoupment rights set forth herein shall be deemed to be and to constitute rights of offset and recoupment authorized in state and federal law or in equity to the maximum extent legally permissible, and that such rights shall not be subject to any requirement of prior or other approval from any court or other governmental authority that may now or hereafter have jurisdiction over Plan and/or Provider.
12. **Audits.** Provider agrees that Plan or its authorized representative may review, audit, and duplicate data and other information maintained by Provider that may be relevant to this MOU, including but not limited to medical records or other records relating to the Activities, to the extent permitted by law. Plan and its auditors shall have access (which includes inspection, examination and copying) at reasonable times upon notice to review books, records and papers of Provider, at Provider’s or such other mutually agreeable location in Ventura County and shall be subject to all applicable laws and regulations concerning the confidentiality of such data or records. Provider shall maintain such records for at least ten (10) years from the termination of this MOU, and such obligations shall not be terminated upon a termination of this MOU, whether by rescission or otherwise. Plan maintains the right to audit such records to determine the appropriateness of payments made for six (6) years after payment. Plan’s audit policy is described in the Plan Operations Manual. Further and specifically, Plan may audit Provider’s compliance with the terms of this MOU.
13. **Notices.** All notices required or permitted to be given by this MOU shall be in writing and may be delivered personally, by certified or registered U.S. Postal Service mail, return receipt requested, postage prepaid, or by U.S. Postal Service Express mail, Federal Express or other overnight courier that guarantees next day delivery, and shall be delivered or mailed to the parties at the addresses set forth beneath their respective names on the signature page of this MOU. Each party may change its address by giving notice as provided in this Section. Notices given by certified or registered mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by U.S. Postal Service Express mail, Federal



Express or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the U.S. Postal Service, Federal Express or overnight courier.

14. **Entire Agreement.** This MOU, together with Exhibit A, contains the entire agreement between Plan and Provider relating to the rights granted and the obligations assumed by this MOU. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this MOU not expressly set forth in this MOU are of no force or effect.
15. **Amendment.** This MOU may be amended upon mutual agreement of Plan and Provider, including to allow for additional Activities.
16. **Provision of Care.** The parties acknowledge and agree that nothing in this MOU will encourage or result in any of the following: (1) the facilitation of premature patient discharge from care, (2) the limitation or reduction of medically necessary services to Plan's members, (3) the use of inferior products or supplies, (4) use by Provider of products, supplies or drugs that Provider believes to be less medically appropriate for a particular patient, or (5) a reduction in the quality of patient care services. Plan shall have the right to immediately terminate this MOU if the CalAIM IPP represents a material risk to any of Plan's members, as determined in Plan's sole discretion.
17. **Compliance.**
  - A. In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their respective businesses and professions, Provider and Plan each acknowledges that they are subject to certain federal and state laws governing the referral of patients that are in effect or will become effective during the term of this MOU, including but not limited to, the following:
    - i. Prohibition on payments for referral or to induce the referral of patients (Cal. Business and Professions Code §650; Cal. Labor Code §3215; Cal. Welfare and Institutions Code §14107.2; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act);
    - ii. Prohibition on the referral of patients by Provider for certain designated health care services to an entity with which the Provider (or Provider's immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code §§650.01 and 650.02, applicable to all other patient referrals within the state; and §1877 of the Social Security Act, applicable to referrals of Medicare and Medicaid patients); and

- iii. Nothing in this MOU is intended or shall be construed to require either party to violate the state or federal laws described in this Section, and this MOU shall not be interpreted to: (i) require Provider to make referrals to Plan, be in a position to make or influence referrals to Plan, or otherwise generate business for Plan; or (ii) provide for payments in excess of the fair market value or comparable compensation paid to Provider for similar services in comparable locations and circumstances.

- 18. **Governing Law.** The laws of the State of California, the laws of the United States of America, and the contractual obligations of Plan will govern the validity, construction, interpretation and enforcement of this MOU. Any provision required to be in this MOU by law, regulation, or the Medi-Cal managed care agreement between Plan and DHCS will bind Plan and Provider whether or not provided in this MOU.
- 19. **Counterparts.** This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same agreement.

The parties hereto have executed this MOU as signed and dated below.

COUNTY OF VENTURA

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

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

Address for Notices:

Ventura County Behavioral Health  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

And

Ventura County Ambulatory Care  
800 South Victoria Avenue  
Hall of Administration L #4615  
Ventura, CA 93009

GOLD COAST HEALTH PLAN

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

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

Address for Notices:

Gold Coast Health Plan  
711E. Daily Drive, Suite 106  
Camarillo, CA 93010-6082

ATTACHMENT:

Exhibit A – Scope of Work

## Exhibit A

Measure #	Proposed Funding Amount	Priority Area	Objective of Cal AIM IPP	VCBH Activities and Services in Support of Objective	Deliverable	Deliverable Due Date
1.1.1	\$176,892.86	Delivery Infrastructure	Number and percent of contracted ECM providers capable of electronically storing, managing, editing, updating and exchanging care plan information and clinical documents with other care team members	<ul style="list-style-type: none"> <li>* WPC Medical Lead to review, edit, and finalize care plan template and care plan note template in HealtheCare</li> <li>* Informatics team to update care plan note template based on edits</li> <li>* Conduct ECM provider team training on utilizing goals and interventions section of HealtheCare care plan</li> <li>* BH Clinicians to document care plan goals and notes in Cerner HealtheCare</li> <li>* Implement procedure for PCP or WPC Medical Lead care plan sign-off in HealtheCare</li> </ul>	<ul style="list-style-type: none"> <li>* Documentation of ECM Care Plan note in Cerner for VCHCA.</li> <li>* Copies of training provided to ECM</li> <li>* Providers and report on training strategies/sessions and number of ECM providers trained</li> <li>* Policies/procedures for PCP or WPC medical lead to sign off on 1 note in Cerner</li> </ul>	12/31/2022
1.1.2	\$176,892.86	Delivery Infrastructure	Number and percent of contracted ECM providers with access to certified EHR technology or a care management documentation system able to generate and manage a patient care plan	<ul style="list-style-type: none"> <li>* Purchase and implement Cerner HealtheCare as the ECM care management platform for County ECM team, including VCBH beginning July 31, 2022</li> <li>* Build out Cerner HealtheCare encounter types to align with ECM populations of focus</li> <li>* Build out Cerner HealtheCare encounter type to track ECM outreach</li> </ul>	<ul style="list-style-type: none"> <li>*Submission of ECM encounters to GCHP beginning August 1, 2022</li> <li>*Report on implementation of care management platform and number and percent of EMC providers using the care management system</li> </ul>	12/31/2022
1.1.3	\$176,892.86	Delivery Infrastructure	Number and percent of contracted ECM and Community Supports (ILOS) providers who are capable of submitting a claim or invoice to an MCP, or have access to a system or service that can process and send a claim or invoice to an MCP with information necessary for the MCP to submit a compliant encounter to DHCS	<ul style="list-style-type: none"> <li>*Convene workgroup of VCHCA rev cycle, charge master, claims, informatics, and program staff to develop billing infrastructure for CalAIM ECM and ILOS</li> <li>* Convene regular joint VCHCA/GCHP claims/billings meeting to facilitate submission of compliant claims and resolve issues/barriers</li> <li>* Build out billing/claims infrastructure to align with DHCS ECM and Community Supports Billing and Invoicing Guidance</li> <li>* Build out Cerner Quick Orders m-page and back-end linkages to claims rules to bill for each contracted ECM/CS service</li> <li>* Build out medical service and special registration rules linked to CalAIM billing taxonomies to facilitate CalAIM claims generation</li> <li>* Obtain CalAIM specific NPI and taxonomies to facilitate CalAIM Claims generation</li> </ul>	<ul style="list-style-type: none"> <li>* List of workgroup meeting dates</li> <li>* List of joint VCHCA/GCHP claims/billing meeting dates</li> <li>* Screenshot of CalAIM quick orders M-Page in Cerner</li> <li>* Report on implementation of billing-claims infrastructure and number of ECM and CS providers who submit claims electronically to GCHP</li> <li>*Submission of Medi-Cal compliant claims for ECM for VCHCA</li> </ul>	12/31/2022

Measure #	Proposed Funding Amount	Priority Area	Objective of Cal AIM IPP	VCBH Activities and Services in Support of Objective	Deliverable	Deliverable Due Date
1.1.4	\$176,892.86	Delivery Infrastructure	1.1.4 Number and percent of contracted Community Supports (ILOS) providers for those Community Supports (ILOS) offered by the MCP starting January 1, 2022 or July 1, 2022 who have access to closed-loop referral systems	<ul style="list-style-type: none"> <li>* Participate in GCHP-convened scrum and ECM/CS Data/IT checkpoint meetings to build file exchange infrastructure for CalAIM to align with DHCS Member-Level Information Sharing Between MCPs and ECM Providers guidance</li> <li>* Build out ECM Provider Return Transmission File, ECM Provider Initial Outreach Tracker File and Potential ECM Member Referral File to communicate closed-loop referral information to MCP</li> </ul>	<p>Screenshots of ECM Return Transmission File, ECM Provider Initial Outreach Tracker File, ECM Member Referral File to GCHP file transfer site</p> <p>Report on providers that have access to closed loop referral system</p>	12/31/2022
1.1.5	\$176,892.86	Delivery Infrastructure	Number and percent of contracted ECM behavioral health providers able to electronically exchange care plan information and clinical documents with other care team members	<ul style="list-style-type: none"> <li>* Build out Cerner HealtheCare encounter types to align with VCBH ECM SMI/SUD population of focus</li> <li>* Train VCBH staff in utilization of Cerner HealtheCare care management system</li> </ul>	<ul style="list-style-type: none"> <li>* Screenshot of VCBH ECM SMI/SUD encounter type</li> <li>* Evidence of VCBH training of ECM behavioral health providers</li> </ul>	12/31/2022

Measure #	Proposed Funding Amount	Priority Area	Objective of Cal AIM IPP	VCBH Activities and Services in Support of Objective	Deliverable	Deliverable Due Date
1.1.6 1.1.7	\$467,571.43 \$116,892.86	Delivery System Infrastructure	* Contribute to development of ECM and CS Gap Filling Narratives * Complete assigned activities from ECM and CS Gap Filling Plans	*Active participation in the Ventura County Community Health Improvement Collaborative (VCCHIC) to support community efforts, including HIE/CIE platform evaluation *Joint development of a technology road map through collaborative, cross functional meetings (IT and program teams) to determine potential high-impact opportunities to leverage technology in support of ECM and CS program goals to facilitate exchange of data between MCP and ECM and CS providers.	* List of assigned representatives to listed committees and meeting participation dates, January 1-June 30, 2022. * Technology Road Map working document * Demonstrate a minimum of 2 joint planning meetings January 1-June 30, 2022 to develop technology road map.	12/31/2022
1.2.1	\$174,183.67	ECM Provider Capacity Building	Number of contracted fulltime ECM care teams * Report number of ECM care team FTEs by ECM population of focus (numerator) against estimated number of ECM care team FTEs needed to meet expected demand for adults experiencing homelessness.	Summary report for the period January 1-June 30, 2022, and reports as requested by GCHP	Completed reports	12/31/2022

Measure #	Proposed Funding Amount	Priority Area	Objective of Cal AIM IPP	VCBH Activities and Services in Support of Objective	Deliverable	Deliverable Due Date
1.2.2	\$130,637.76	ECM Provider Capacity Building	Reporting on racial and ethnic demographics of ECM care team FTEs for each Program Year 1 Population of Focus relative to the racial and ethnic demographics of the Members in each Program Year 1 Populations of Focus.	Monitor and report racial and ethnic demographics, report to GCHP create reports upon request by GCHP; summary report for the period January 1-June 30, 2022	* Completed reports	12/31/2022
1.2.4	\$43,545.92	ECM Provider Capacity Building	Number of Members across Program Year 1 Populations of Focus expected to require ECM, broken out by race and ethnicity	* Collaborate with GCHP to identify disparities in ECM authorizations, service utilization, discontinuance, and graduations. * Develop an outreach plan for disproportionately impacted population of focus(es) by race/ethnicity/primary language	* Generate reports summarizing race/ethnicity and preferred language for: - persons referred for ECM - persons referred for ECM meeting eligibility criteria - enrolled/authorized members, including breakout by population of focus - service contacts - disenrollment by reason, including graduations * Outreach plan based on disparities report above.	12/31/2022
1.2.5	\$304,821.43	ECM Provider Capacity Building	*Complete assigned provider capacity building activities from ECM gap-filling plan	* Develop an ECM staff outreach document that maps out high volume, high opportunity locations where outreach workers, CHWs, and peer specialists could be embedded in shelters, hospitals, clinics, and other locations where they can easily engage and assess eligible Members, including those who are justice-involved, for ECM services and initiate service delivery. Develop workplan to address existing workforce needs: •Increase the availability of a qualified and diverse workforce and promotion of CHW retention; •Support expansion of supervision, mentoring, and staff support using a reflective supervision model and strategies to address secondary trauma; •Support staff development in areas of motivational interviewing, mental health first aid, trauma informed approaches, understanding and caring; and •Development of a comprehensive ECM workforce development plan that identifies workforce competencies,	* Completed outreach plan	12/31/2022

Measure #	Proposed Funding Amount	Priority Area	Objective of Cal AIM IPP	VCBH Activities and Services in Support of Objective	Deliverable	Deliverable Due Date
				<p>barriers, and gaps, with a focus on cultural competency to serve race/ethnic/gender/LGBTQ/aging sub-populations and offers strategies.</p> <p>Develop a strategic plan to increase the ECM workforce and reduce attrition that includes the following principals:</p> <ul style="list-style-type: none"> <li>• Recruiting CHWs specialized in supporting the sizable and largely underserved Mixteco population;</li> <li>• Collaboration with stakeholders to implement educational programs, and peer training programs to build a CHW pipeline in Ventura County;</li> <li>• Supporting adequate ECM Provider staffing and develop training for reflective supervision and staff retention practices;</li> <li>• Exploration of caseload ratio and staffing requirements in ECM Provider contracts</li> </ul> <p>With input from Ventura County Behavioral Health, HCA will focus on strategies to increase the ECM behavioral health workforce, including:</p> <ul style="list-style-type: none"> <li>• Ensure case ratios and BH staff appropriately meet the needs of the SMI/SUD PoF</li> </ul>		
1.2.9	\$261,275.51	ECM Provider Capacity Building	Submission of narrative plan describing how the MCP will improve outreach to and engagement with the following Population of Focus: “people experiencing homelessness or chronic homelessness or who are at risk of becoming homeless with complex health and/or behavioral health conditions with a focus on racial and ethnic groups who are disproportionately experiencing homelessness.	Collaborate with GCHP to identify priority populations. Develop report describing outreach efforts by HCA	Completed report	12/31/2022
1.3.3 1.3.4	\$281,892.86 \$451,028.56	CS Provider Capacity Building and Take-Up	<p>Offer Community Supports housing:</p> <ol style="list-style-type: none"> <li>1. Housing Transition Navigation</li> <li>2. Housing Deposits</li> <li>3. Housing Tenancy and Sustaining Services</li> <li>4. Recuperative Care</li> </ol> <p>Starting in January, 2022</p> <p>Number of community Supports offered by the MCP starting January 2022 or July 2022</p>	<p>Offer Community Supports housing as of Jan. 1, 2022 for</p> <ol style="list-style-type: none"> <li>1. Housing Transition Navigation</li> <li>2. Housing Deposits</li> <li>3. Housing Tenancy and Sustaining Services</li> </ol> <p>"Collaborate with GCHP to annually assess and review the provision of CS services and include the following:</p> <ul style="list-style-type: none"> <li>•Number of Members on waitlists and waitlist growth over time;</li> <li>•Resource availability in the community;</li> <li>•The effectiveness of ECM providers in linking ECM-eligible individuals to CS; and</li> <li>•Outcomes for Members and cost-effectiveness of CS."</li> </ul>	<p>Report on CS provider capacity and barriers to expanding access to and availability of CS services, including recommendations, as described in column B</p> <p>Enter into a contract to provide Community Supports – Short Term Post Hospitalization Housing beginning July 1, 2022.</p>	12/31/2022



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				* Program development with GCHP and contracted provider to offer 14 contracted and up to 6 FFS recuperative care beds in Oxnard and 4 contracted beds in Ventura to CalAIM CS standards. * Develop FFS rate for FFS beds * Develop billing/reporting mechanism for recuperative care * Host weekly joint GCHP/NHF/HCA clinical case review calls to ensure optimal utilization of beds and coordination of services		
1.3.5	\$300,685.71	CS Narrative Gap Filling Plan	Identify gaps in Community Supports offered as compared to community needs. Identify areas of strong community supports uptake and areas for expansion	*Track demographic data for individuals receiving housing services and medically tailored meals * Collaborate with GCHP to identify areas of strong community supports uptake and areas for expansion * Propose areas of expansion for medically tailored meals	*Annual community supports demographic summary *Proposal for expansion of medically tailored meals to other conditions	12/31/202
1.3.7	\$375,857.13	CS Provider Capacity Building and Take-Up	Expand existing WPC capacity and support ongoing community supports capacity building approaches.	"Develop a comprehensive CS workforce development plan that includes all of the following: •Recruitment of a qualified, diverse workforce, including community health workers and housing coordinators; •Strategies to reduce staff attrition; •Increase bilingual Spanish-speaking staff representative of the population, including peer staff with lived experience, to build trust with the populations served; •Peer based training; •Identify workforce competencies, barriers, and gaps, with a focus on cultural sensitivities of race/ethnic/gender/LGBTQ/aging sub-populations and offers strategies to overcome identified barriers and gaps."	Workforce development plan that addresses each of the topics in column C and provides recommendations to expand CS workforce and improve competencies	12/31/2022