

Approval Letter

December 23, 2024

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH ATTN: Ken Johnston 451 E Vanderbilt Way, 4th Floor San Bernardino, CA 92415-0012

RE: IPP Funding

Dear San Bernardino County Department of Public Health:

Molina Healthcare of California ("MOLINA") is pleased to confirm Incentive Payment Program (IPP) funding to the San Bernardino County Department of Public Health ("RECIPIENT"). IPP funding is in accordance with the California Department of Health Care Services (DHCS) requirement for managed care plans to support local health jurisdictions with funding and/or in-kind staffing for Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) development and implementation, and is subject to RECIPIENT's agreement to the terms of this letter (Letter) as follows:

• Funding in the amount of \$150,000 for Local Health Jurisdiction (LHJ) CHA/CHIP activities in alignment with CalAIM priorities, including Administrative Support; Consultants; Community Engagement; and Communications.

Please be advised that this approval notice is considered a binding agreement that **RECIPIENT** agrees to utilize the IPP funds provided by **MOLINA** explicitly as described above in this Letter and the attached Statement of Work to support the provision of CHA/CHIP activities in alignment with CalAIM priorities.

Within ten (10) days after **MOLINA**'s receipt of a signed copy of this Letter, indicating agreement to its terms, **RECIPIENT** will receive 100% of the payment to facilitate implementation of all agreed upon activities. Upon completion of all agreed upon activities, **MOLINA** will require documentation and evidence, in a form satisfactory to **MOLINA**, to demonstrate appropriate and agreed-upon utilization of IPP funds.

#### Other Terms and Conditions

Reporting: **MOLINA** will require status updates during the course of implementation; however, we encourage **RECIPIENT** to engage **MOLINA** at any point during the process with any questions, concerns, barriers, etc. that may arise. A strong working relationship with regular and timely communication will greatly support successful implementation and demonstrate appropriate use of IPP funds to the DHCS. **MOLINA** will also require reporting, in a form satisfactory to **MOLINA**, on the use of IPP funds to be submitted on a frequency and date established by **MOLINA**.



#### Approval Letter

Please be advised that if the submitted evidence of implementation deviates from the agreed upon terms presented in this notice, **RECIPIENT** agrees that **MOLINA** has the right to recover IPP dollars from **RECIPIENT** given our requirements and obligations to fulfill the DHCS IPP requirements. **RECIPIENT** shall repay **MOLINA** all funds that were not used according to the terms of this Letter upon demand from **MOLINA**.

<u>Compliance with Law</u>: **RECIPIENT** shall comply with all applicable state and federal laws in the conduct of its activities relating to the use of these IPP funds. **RECIPIENT** shall comply with all federal and state discrimination laws, and shall not discriminate on the basis of race, color, national origin, sex, disability or age.

Independent Contractor -: MOLINA and RECIPIENT relationship under this agreement is solely as issuer and receiver of the funds described herein. Under no circumstances shall RECIPIENT look to MOLINA as its employer, partner, agent or principal. RECIPIENT shall not be entitled to any wages or benefits which may be accorded to MOLINA's employees, including but not limited to workers' compensation, employee benefit plans, disability insurance, vacation or sick pay. RECIPIENT shall be responsible for all wages, withholding, workers compensation, disability, or other insurance as well as licenses and permits usual or necessary for performing the work described herein. RECIPIENT shall indemnify, hold harmless and defend MOLINA from any claims, losses, costs and fees (including attorneys' fees and costs), liabilities, damages or injuries suffered by RECIPIENT arising out of, or related to (i) MOLINA's breach of this section, and (ii) any assertion, claim or cause of action by any employee or consultant of RECIPIENT that such consultant or employee is entitled to any benefits from MOLINA.

<u>Use of name</u>: **RECIPIENT** shall not use the name or trademarks of **MOLINA** or its affiliates in any advertisement, marketing or mass communication, without the express, written permission of **MOLINA**. **RECIPIENT** shall not hold itself out or represent that it is acting as an agent of or on behalf of **MOLINA**.

<u>Indemnification</u>: Each Party to this agreement will indemnify and hold harmless the other Party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from a breach of the duties and obligations of the indemnifying Party or its officers, directors, shareholders, employees, agents, and representatives under this agreement. Each Party agrees to give the other Party prompt written notice of any claim made against the other Party. This section will survive the termination of this Agreement.

<u>Arbitration</u>: Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration at the request of either Party, in accordance with and administered by the Comprehensive Arbitration Rules of Practice and Procedure of the Judicial Arbitration Mediation Services, Inc. ("JAMS"). Such arbitration shall occur in the State of California. Each Party shall bear its own litigation expenses and costs, including but not limited to attorneys' fees. This agreement will be governed by the laws of the State of California, except as preempted by federal law.

<u>Integration/Amendment</u>: This Agreement and the attached Statement of Work constitute and contain the entire Agreement and final understanding of the Parties related to matters dealt with herein. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral,

### MOLINA' HEALTHCARE

## **Incentive Payment Program**

#### Approval Letter

concerning the subject matter hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against any Party. Any Amendment to this Agreement shall be in writing, executed by both parties.

<u>Term/Termination</u>: The term of this Agreement is from the later of the execution dates below through December 31, 2026. Either Party may terminate this Agreement for material breach. Upon termination, any funds from this agreement that remain unexpended for the purposes provided herein shall be returned to **MOLINA**.

<u>Binding Agreement</u>: This approval notice is considered a binding agreement that **RECIPIENT** agrees to utilize the IPP funds provided by **MOLINA** explicitly as described herein and in the attached Statement of Work to support individuals experiencing homelessness.

<u>Electronic Signatures</u>: This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

We appreciate your partnership and look forward to working with you on this exciting opportunity to support our members, providers, and community.

Please provide a signature below indicating your agreement with the terms outlined in this notification.

Molina Healthcare of California	IPP Funds Recipient Legal Name:	
	SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH	
Neeta Alengadan, AVP Healthcare Services Molina Healthcare Authorized Representative	Dawn Rowe, Chair, Board of Supervisors  SAN BERNARDINO COUNTY DEPARTMENT  OF PUBLIC HEALTH Authorized Representative	
Date	Date	
Mailing Address	Mailing Address:	
200 Oceangate Suite 100, Long Beach CA 90802	451 E. Vanderbilt Way, San Bernardino CA 92415-0012	
Primary Contact for this agreement:	Primary Contact for this agreement:	
Carolina Wroblewski, AVP	Ken Johnston, Division Chief, Compliance Officer	
MHC_IP@Molinahealthcare.com	Ken.Johnston@dph.sbcounty.gov	



Approval Letter 562.549.4785

909.387.6469



Approval Letter

#### IPP PAYMENT RECIPIENT

#### STATEMENT OF WORK

#### **Activities and Use of Funds**

As a condition of receiving the IPP Payment, **RECIPIENT** must perform each of the Activities set forth below in time for **MOLINA** to meet the specified DHCS due dates. **MOLINA** will be responsible for making all submissions to DHCS.

#### **RECIPIENT Activities:**

Completing Community Health Assessment and Community Health Improvement process activities in alignment with CalAIM priorities to support MOLINA members.

**RECIPIENT** will use **MOLINA** IPP funds and leverage funding from other managed care plans operating in San Bernardino County to complete the milestones in each category for Community Engagement, Administrative Support, Consultant and Communication as described below

Community Engagement	Progress
	Measurement
CHA/CHIP Meeting Support: Meetings to provide CHIP progress updates	Report as
regarding input obtained from the community during the CHA. Community	completed by 12/31/2026
engagement meetings will allow the LHJ to collect feedback regarding the CHIP	12/31/2026
implementation. Childcare, gas cards, and food will help to remove barriers to	
community participation.	
Milestones:	
• Identify five priority population communities by November 30, 2025.	
<ul> <li>Conduct first round of meetings in each of five communities by November 30, 2025.</li> </ul>	
• Conduct second round of meetings in each of five communities by May 31, 2026.	
<b>2.0 FTE Health Educator Specialist II (extra-help):</b> HES IIs will develop and coordinate ongoing stakeholder relationship management with organizational leads of CHIP strategies and activities. They will serve as leads of HES Is to conduct community engagement in support of CHIP strategies and activities.	
Milestones:	
Fill two (2) Health Educator Specialist II positions to support CHA/CHIP processes as defined above by April 30, 2025.	
<ul> <li>Develop priority populations/sectors for engagement by Spring 2025.</li> <li>Manage the Community Vital Signs (CHA/CHIP) website, marketing material development, and develop communication for stakeholders (ongoing).</li> </ul>	
Ensure stakeholders remain engaged in CHA development and CHIP implementation (ongoing).	



Approval Letter

**3.0 FTE Health Educator Specialist I (extra-help):** HES Is will serve as liaisons between the LHJ and organizational partners implementing CHIP strategies and activities. They will develop outreach materials, social media contents, and conduct community engagement in support of the CHIP.

#### Milestones:

- Fill three (3) Health Educator Specialist I positions to support CHA/CHIP processes as defined above by November 30, 2025.
- Develop stakeholder and community marketing and meeting materials (ongoing).
- Research, network, schedule, and conduct 1:1 meetings with stakeholders (ongoing).
- Support event planning and facilitation (ongoing).

**Event/Meeting Support:** Materials, supplies, handouts, AV, printing, language support, venue rental

#### Milestones:

• Two meetings in each of five communities.

**Facilitator/Speaker Honorariums:** Emcee/guest speakers for CHIP community engagement.

#### Milestones:

• Two meetings in each of five communities.

#### **Administrative Support**

**1.0 FTE Office Specialist (extra-help):** Administrative/clerical support for CHA and CHIP development and implementation.

Report as completed by 12/31/2026

#### Milestones:

• Fill one (1) Office Specialist position to support CHA/CHIP processes as defined above by November 30, 2025.

#### Consultant

Collective Impact Consultants: Consult on effective CHA/CHIP governance, by-laws, vision, sustainability/funding, MAPP framework implementation, Accountable Communities for Health. Complete a CHIP implementation evaluation and progress report, including recommendations for improvement and effectively implementing the MAPP framework. Hire a consultant to develop a population health data platform that will ingest and visualize data from multiple secondary and primary sources to inform CHIP implementation strategies, track progress of health indicators associated with the CHIP, inform future community

Report as completed by 12/31/2026



Approval Letter

<u> </u>	
health assessments, and link users to policies and evidence-based practices for	
specific issues to guide community health improvement efforts.	
Milestones:	
By December 31, 2025. Recipient will have fully executed agreements.	

- By December 31, 2025, Recipient will have fully executed agreements with consultants to:
  - 1. Conduct collective impact and MAPP training
  - 2. Complete an evaluation and recommendations report
  - 3. Support the development of a population health data platform
- By May 31, 2026, Recipient will have completed the following:
  - o Collective impact/MAPP training; and
  - Evaluation and recommendations report.

Communication	
Promotion of CHIP community engagement meetings.  Milestones:	Report as completed by 12/31/2026
<ul> <li>Manage Community Vital Signs (CVS) communication campaigns (ongoing).</li> <li>Eventbrite registration (ongoing).</li> <li>Promote at least one CHIP event or meeting using social media.</li> </ul>	

All funds awarded to **RECIPIENT** must be used for the purposes stated in this letter and in accordance with the terms of this letter by December 31, 2026. **RECIPIENT** will provide reports as to the usage of these funds according to the schedule stated above.