



PCP QIP VIRTUAL VIDEO CARE GRANT AGREEMENT

This Primary Care Provider Quality Improvement Program (“PCP QIP”) Virtual Video Care Grant Services Agreement (“Agreement”) is effective as of December 31, 2020 (“Effective Date”) by and between **PARTNERSHIP HEALTHPLAN OF CALIFORNIA**, a public entity contracted with the Department of Health Care Services (“DHCS”) hereafter referred to as (“PHC”), and **SOLANO COUNTY HEALTH & SOCIAL SERVICES** hereafter referred to as (“Grantee” or “Grantor”), both also referred hereafter as (“Party” and “Parties”). The term of this Agreement shall run from December 31, 2020 through March 31, 2021. As there is no assurance or guarantee of funding beyond the period specified above, a new agreement would need to be executed between the aforementioned Parties to extend incentive payment.

BACKGROUND

PHC is a non-profit community-based health care organization that contracts with the State to administer Medi-Cal benefits through local care providers to ensure Medi-Cal recipients have access to high-quality comprehensive cost-effective health care. PHC provides quality health care to over 540,000 Medi-Cal recipients (“Members”). Beginning in Solano County in 1994, PHC now provides services to 14 Northern California counties: Del Norte, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Shasta, Siskiyou, Solano, Sonoma, Trinity and Yolo.

RECITALS

WHEREAS, PHC strongly supports the goal of better access to virtual care and has a grant incentive for contracted Primary Care Provider Grantees to promote video visits in each of PHC’s 14 counties.

WHEREAS, this Agreement identifies each party’s responsibilities and obligations for the allocation of the grant funds to support a project that will improve virtual care video visits for Medi-Cal members enrolled with PHC.

WHEREAS, PHC desires to provide a one-time incentive payment to the Grantee to support the implementation and execution of virtual video visits upon successful completion of the milestone and outcome mentioned in **Exhibit A**.

WHEREAS, the Grantee is able to perform the responsibilities and adhere to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, it is agreed by and between the Parties hereto as follows:

I. GRANTEE RESPONSIBILITIES

- A. Provide optimal health care services to the communities they serve, including PHC Members, in accordance with state and federal laws, guidelines, standards, and requirements.
- B. Serve as a telehealth location to perform and/or facilitate access to medical services for PHC

members.

- C. Facilitate and utilize telecommunications technology, equipment, systems and broadband that meets state and federal guidelines and requirements to improve virtual care.
- D. Grantee agrees that the services provided pursuant to this grant are provided for the benefit of PHC members and all target population members within the Providers practice panel.
- E. Grantee agrees to work with PHC staff in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the project.
- F. Grantee agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.
- G. Submit telehealth data to PHC as required in Section III, Payment.
- H. Provider agrees funds will not be used to reimburse for services currently reimbursable under Medi-Cal but must be used to improve the delivery system for Medi-Cal managed care enrollees.

II. PHC RESPONSIBILITIES

- A. Provide a one-time payment by means of a grant to the “Grantee” for the successful completion of the milestone specified in **Exhibit A**, for each participating site location in **Exhibit B**
- B. Provide a one-time grant payment according to the amount based on the achievement of the milestone for each participating site listed in **Exhibit B**. In no event shall payments exceed the total grant award as indicated in **Exhibit B** for the term of this Agreement. If the terms and conditions set forth in **Exhibits A & B** are not met, including timely reporting, PHC reserves the right to withhold payment and the right to move to terminate this Agreement.
- C. If a site location does not meet the milestone specified in **Exhibit A**, the parent organization will not be eligible to receive grant payment for that specific site location.

III. PAYMENT

A one-time PCP QIP Virtual Grant Program incentive payment will be provided to the participating parent organization for each site location and is subject to successful completion of the milestone referenced in **Exhibit A**, and will be issued as follows:

- A. Funding will be issued as per the terms of this agreement listed in **Exhibits A & B**.
- B. Will be based on the successful achievement of the milestone at the participating site level.
- C. Telehealth data must be received from the Health Centers parent organization to PHC’s dedicated Grants mailbox (Grants@partnershiphp.org) upon the successful completion of the milestone referenced in **Exhibit A**.
- D. Telehealth data must be received timely; submitted on the required telehealth data tracking sheet (or equivalent); must be accurate and complete; and must be submitted through an approved secure method.

IV. REPORTING

- A. Telehealth data reported to PHC must demonstrate 20% of all telehealth visits are administered via video for a consecutive 90-day period.
- B. Telehealth data must be submitted using the telehealth data tracking sheets (or equivalent) provided by PHC to the parent organization (**see Exhibit C**).

- C. Data tracking sheets are required to be submitted to PHC's dedicated Grants mailbox (Grants@partnershiphp.org) upon the successful completion of the milestone referenced in **Exhibit A**.
- D. Data tracking sheets must include the following key components for payment consideration for eligible encounters:
 - Reporting Period
 - Parent Organization Name
 - Site Name
 - PHC Provider #
 - County
 - Patient Name
 - Patient CIN #
 - Date of Service (DOS)
 - Type of Visit (Modality)
 - Patient Type

V. TERM/CANCELLATION

- A. Term. The initial term of this Agreement shall run from December 31, 2020 through March 31, 2021.
- B. Cancellation/Termination. This Agreement may be cancelled by either Party with thirty (30) days prior written notice to the other Party, with or without cause. The Parties to this Agreement agree that should the Provider notify PHC of an intent to terminate the Provider Agreement that governs the Provider's provision of health care services to PHC members, all unpaid funds will be forfeited.
- C. Provider in Good Standing. Providers in good standing are those currently contracted with PHC for the delivery of services, not currently in contract negotiations, not pursuing litigation or arbitration against PHC at the time of program application or at the time additional funds may be payable, and has demonstrated the intent, in PHC's sole determination, to continue to work together on addressing community and member issues. Additionally, at the direction of the Chief Executive Officer or designee, PHC may determine that a Provider is not in good standing based on relevant quality, payment or other business concerns.

VI. OTHER PROVISIONS

- A. Disputes. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- B. Entire Agreement. This Agreement, with its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. This Agreement cannot be assigned or delegated to another entity by either Party.
- C. Existing Contract. This Agreement does not supersede nor replace the existing Hospital, Health Center, or Contracted Site Provider Contract(s) between PHC and the Hospital, Health Center, or Contracted Site. Where this Agreement conflicts with the Provider Contract between the Parties, the Provider Contract shall prevail.

D. Amendment. Except as may otherwise be specified in this Agreement and any applicable attachments, the Agreement (including its attachments) may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.

E. Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

F. Non-Discrimination. During the performance of this Agreement, Health Center and its subcontractors shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status and use of family care leave and any other characteristics covered under state and federal law. Health Center and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

G. Compliance with Law. PHC is a public agency subject to the laws of the California Public Records Act (“CPRA”). Health Center agrees to comply with all State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State, or locally, to assure quality of service. Health Center agrees to comply with all applicable State and Federal laws and regulations during the term of this Agreement.

H. Audit. PHC reserves the right to audit data submissions prior to payment. Upon request, Health Center agrees to provide copies of the Telehealth consultation documentation.

I. Force Majeure. Each party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the party obligated to perform and which by the exercise of reasonable diligence such party is unable to prevent (each a “Force Majeure Event”), then, and only upon giving the other party notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail of the Force Majeure Event, such party’s duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such party’s performance for more than thirty (30) days following the date on which notice was given to the other party of the Force Majeure Event, the other party may terminate this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the party shall not be deemed Force Majeure Events.

J. Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

- K. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.
- L. **Survival of Terms**. Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

<<Signature page to immediately follow>>

IN WITNESS THEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement by signing below:

PARTNERSHIP HEALTH PLAN OF CALIFORNIA	
By:	
Name:	
Title:	
Address:	
Email:	
Date:	

SOLANO COUNTY	
By:	
Name:	Birgitta E. Corsello
Title:	County Administrator
Address:	275 Beck Avenue MS 5-200 Fairfield, CA 94533
Email:	
Date:	

EXHIBIT A

MILESTONE & OUTCOME	PAYMENT SCHEDULE
<p>Milestone #1: By March 31, 2021, applicant will submit a report generated from their electronic health records system showing a consecutive 90 day period of 20% of virtual care visits that are done by video. Measurement period can start any time after 4/1/2020. Note: Provider must have the capability to generate such a report.</p>	<p>A one-time payment at the end of the quarter following the achievement of Milestone #1.</p>

EXHIBIT B

REPORTING SUBMITTED	*PAYMENT PROCESSING DATE
September 30, 2020 - December 30, 2020	December 31, 2020
December 31, 2020 - March 31, 2021	March 31, 2021

* PHC will begin to process incentive payment on the date specified above. Payment processing time may vary depending on volume

PARENT ORGANIZATION	SITE NAME / LOCATION	PCP PROVIDER #	GRANT FUND AMOUNT
Solano County Health & Social Services	Solano County Family Health & Social Services, 2101 Courage Dr.	27776	\$ 56,970
Solano County Health & Social Services	Solano County Family Health & Social Services, 2201 Courage Dr.	1013	\$ 85,914
Solano County Health & Social Services	Solano County Family Health & Social Services, Vacaville	26994	\$ 52,966
Solano County Health & Social Services	Solano County Family Health & Social Services, Vallejo	1034	\$ 112,414
			\$ 308,265

EXHIBIT C

PCP QIP VIRTUAL CARE GRANT PROGRAM TELEHEALTH TRACKER							
REPORTING PERIOD:							
PARENT ORGANIZATION: < Select Organization>							
TOTAL VIDEO VISITS: 0							
TOTAL TELEHEALTH VISITS:							
PERCENTAGE: 0.0%							
Formula Driven	Formula Driven	Formula Driven	Text Only	Text Only	MM/DD/YYYY	Drop Down Menu	Drop Down Menu
Site Name	PHC Provider #	County	Patient Name	CIN	Date of Service	Telehealth Modality	Adult or Pediatric
<Select Site Name >						<Select Modality >	<Select One >
<Select Site Name >						<Select Modality >	<Select One >
<Select Site Name >						<Select Modality >	<Select One >