



AMENDMENT NO. 2 TO the PROVIDER RECRUITMENT PROGRAM GRANT AGREEMENT

Between

Partnership HealthPlan of California ("Plan")

And

Solano County Family Health Services

January 4, 2021

This Amendment No. 2 (the "**Amendment**") to the Provider Recruitment Program Grant Agreement ("**Agreement**"), originally effective January 4, 2021, is made by Partnership HealthPlan of California ("**Plan**") and Solano County Family Health Services ("**Grantee**"). This Amendment is effective the last date of Party signatures.

RECITALS

WHEREAS, the Parties desire to amend the terms of the Agreement as set forth below:

Now, therefore, the Parties hereby agree as follows:

1. The first paragraph in the Purpose of Grant section is hereby deleted in its entirety and replaced with the following new first paragraph under the Purpose of Grant section:

Purpose of Grant: To support the hiring of primary care and women's health providers, including OB/GYN and perinatal services providers (physician, nurse practitioner, physician assistant, and certified nurse midwives (CNMs)) to practice, in a family medicine, internal medicine, pediatrics, perinatal, or obstetrics/gynecology specialty to increase access to services in an outpatient setting, and in labor and delivery units, for Partnership HealthPlan of California members.

2. Section 3, Use of Funds, subsection a, is hereby deleted in its entirety and replaced with the following new Section 3. Use of Funds, subsection a:

- a. Sign-on bonus for the Recruit; eligible candidate may be:

- i. For MD/DOs there is a \$100,000.00 bonus incentive available
- ii. For NPs, PAs, and CNMs, there is a \$50,000.00 bonus available
- iii. Please note that sign-on bonuses are prorated on a case-by-case basis based on a provider candidate's % of full-time that they will be providing direct patient care for PCP and/or perinatal/women's health services in an outpatient setting, and labor and delivery. For example, a physician Recruit that will be providing direct patient care for PCP and/or perinatal services/women's health at .80 FTE would be eligible for an \$80,000 sign-on bonus (.80 x \$100,000 = \$80,000). Backup documentation may be required.

3. Section 4, Payment Schedule, is hereby deleted in its entirety and replaced with the following new Section 4, Payment Schedule:

4. **Payment Schedule.** If Grantee satisfies all terms of this Grant in this Agreement, Plan shall make Grant payments according to the schedule and documentation requirements. Payout for full time physician's bonus of \$100,000 are as follows: \$20,000 first year (50% of bonus at completion of Plan credentialing, 50% at twelve (12) months of practice); \$20,000 at twenty-four (24) months of practice; \$20,000 at thirty-six (36) months practice; \$20,000 at forty-eight (48) months of practice; and \$20,000 at sixty (60) months of practice.

For advanced practice clinicians (APCs), *i.e.* NPs, PAs, and CNMs, payout for full time APCs bonus of \$50,000 are as follows: \$10,000 first year (50% of bonus at completion of Plan credentialing, 50% at twelve (12) months of practice); \$10,000 at twenty-four (24) months of practice; \$10,000 at thirty-six (36) months practice; \$10,000 at forty-eight (48) months practice; and \$10,000 at sixty (60) months practice.

- a. Within ninety (90) business days of the supported Grantee's official start date, Grantee will provide proof of completion of application submission to credentialing process to Plan, and the Plan shall pay fifty percent (50%) of the approved first year sign on bonus to Grantee within thirty (30) business days after Plan receives Grantee's documentation verifying the Recruit's credentialing. Plan shall pay the remaining fifty percent (50%) of the approved sign-on bonus for first year at the completion of twelve (12) months post official start date of practice. The Plan will pay the approved second-year bonus at twenty-four (24) months of practice, the approved third-year bonus at thirty-six (36) months of practice, the approved fourth-year bonus at forty-eight (48) months of practice, and the final approved bonus at sixty (60) months of practice. All Recruits must be credentialed either by Plan or by another entity with which the Recruit is contracted in accordance with Plan's credentialing policies and procedures and applicable laws prior to Recruit's participation in Plan's network of providers.
- b. Grantee will need to furnish Plan with receipts or proof of reimbursement to Recruit to receive payment for the \$5,000 moving allowance match sixty (60) days post candidate's date of relocation. Note that the date of relocation must take place in the same fiscal year as the incentive request was made in order to process payment.
- c. Grantee will need to furnish Plan with receipts or proof of reimbursement to Recruit to receive payment for the \$1,000 site visit matching of funds payment sixty (60) days post site visit date.
- d. Grantee will need to furnish Plan with receipts of proof of reimbursement to recruit or receipts for moving expenses to move the extended family (parentals/parental in-laws) of an existing provider to the community in order for Recruit to receive up to \$5,000.00 from the Plan. Grantee must provide proof of twelve (12) months employment for Recruit to receive incentive. Please note, the Recruit does not have to have been previously supported by Provider Recruitment Program in order to qualify for extended family moving allowance support.
- e. If a change in the percentage of direct patient care takes place for a previously approved Recruit with approved bonus payments remaining, Grantees must complete the below steps:
 - i. Grantee will provide an incentive request form to the Plan to request a change in the percentage of direct patient care delivered for a previously approved Recruit to increase or decrease the amount for the remaining payments due to the Grantee ongoing (*i.e.* 12, 24, 36, 48, and 60 month payments) in support of the Recruit.
 - ii. The adjustment request must include the estimated number of the Plan's membership to be affected by the change (*i.e.* estimated number of members provided services based on the change).
 - iii. It is the responsibility of the Grantee to submit requests to make a change to the Plan within 30 days of initial hire date or anniversary date. For example, if a Recruited providers FTE percentage for PCP and/or women's health/perinatal services changes in their second year of practice, a site may submit a change request for the provider to adjust the remaining bonus payment(s) at twenty-four (24), thirty-six (36), forty-eight (48), and sixty (60) months accordingly. Once the change request is approved by the Plan, in order

to complete payment(s) at the adjusted amount, documentation (i.e. personnel form citing the updated practice %) must be provided to the Plan along with the request change in order to review and approve it accordingly.

- f. Plan shall have no obligation to pay any Grant funds to Grantee if Grantee does not comply with the terms of this Agreement.
4. Section 7, Use of Funds, subsection a, is hereby deleted in its entirety and replaced with the following new Section 7, Use of Funds, subsection a:
 - a. Sign-on bonus for the Recruit; eligible candidate may be:
 - i. Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, Licensed Professional Clinical Counselor, Licensed Clinical Psychologists \$20,000 Bonus incentive available
 - ii. Please note that sign-on bonuses are prorated on a case-by-case basis based on a candidate's % of full-time that they will be providing direct patient care. For example, a behavioral health Recruit that will be providing direct patient care at .80 FTE would be eligible for a \$16,000 sign-on bonus ($.80 \times \$20,000 = \$16,000$). Backup documentation may be required.
 5. Section 7, Use of Funds, subsection c, is hereby deleted in its entirety and replaced with the following new Section 7, Use of funds, subsection c:
 - c. Sign-on bonus for the Recruit; eligible candidate may be:
 - i. Certified Drug Counselors - Bonus of \$4,000, \$5,000 if bilingual (Bilingual in Spanish or another language needed within the PHC network (e.g., Russian, Tagalog) To qualify, candidates must be:
 - i. Certified in good standing through any of the three-DHCS (Department of Health Care Services) recognized certification agencies (CAADE, CADTP, CCAPP)
 - ii. Certified counselors (in place practicing registered counselors who become certified or candidates hired as certified counselors would qualify for support; Registered drug counselors are not eligible for support)
 - iii. Plan to be credentialed to provide SUD Services in PHC's Wellness and Recovery Program Counties (Humboldt, Lassen, Mendocino, Modoc, Shasta, Siskiyou, or Solano)
 - iv. Bonus amount will be prorated based on percentage of time the candidate will working on wellness and recovery
 - v. Please note that sign-on bonuses are prorated on a case-by-case basis based on a candidate's % of full-time that they will be providing direct patient care. For example, a certified bilingual drug counselor Recruit that will be providing direct patient care at .80 FTE would be eligible for a \$4,000 sign-on bonus ($.80 \times \$4,000 = \$4,000$). Backup documentation may be required.
 6. Section 8. Payment Schedule, first paragraph is hereby deleted in its entirety and replaced with the following new first paragraph to Section 8. Payment Schedule:
 8. **Payment Schedule.** If Grantee satisfies all terms of this Grant in this Agreement, Plan shall make Grant payments according to the schedule and documentation requirements. Payout for full time BH Professionals a bonus of \$20,000 are paid out as follows: 25% of the bonus at time at time of credentialing with Carelon and/or PHC within six (6) months of candidate's start date, 25% at 12 months of practice and 50% of the bonus at 24 months of practice.

7. Section 9, Important Terms and Conditions; Return of Funds, subsection a(ii), is hereby deleted in its entirety and replaced with the following new Section 9, Important Terms and Conditions; Return of Funds, subsection a(ii):

ii. Grantee must maintain a contract in Good Standing with Plan for participation in Plan's provider network for a period of five (5) year(s) after the Recruit's start Date, and/or, in those circumstances where the provision of services to Medi-Cal beneficiaries is arranged through an external entity, maintain a contract in Good Standing with an external entity for the provision of services to Medi-Cal beneficiaries. In this Agreement, Good Standing means Grantee:

- (1) Is contracted with Plan, or another external entity, for the provision of services to Medi-Cal beneficiaries.
- (2) Has not issued or threatened to issue a contract termination.
- (3) Is not pursuing any litigation or arbitration against Plan at the time of applying for Grant funds or at the time additional Grant funds may be payable.
- (4) Has demonstrated the intent, in Plan's sole determination, to continue to work with Plan to address community and member issues. Plan may determine that a Grantee is not in good standing based on relevant quality, payment, or other business concerns.

8. Section 9, Important Terms and Conditions; Return of Funds, subsection b(ii)(1), is hereby deleted in its entirety and replaced with the following new Section 9, Important Terms and Conditions; Return of Funds, subsection b(ii)(1):

1) Recruited providers must remain working in the PHC service area for a minimum of five (5) years after recruitment in order for the full PRP payment to vest in the interest of Facility. Recruited BH Professionals must remain working in the Partnership service care for a minimum of two (2) years after recruitment in order for the full PRP payment to vest in the interest of the Facility. If the recruited provider does not remain with Facility for a period of one year, Facility agrees that it will repay PRP funds on a prorated 8.333% per month basis. The repayment expectation of twelve (12) months of practice applies to BH Professionals as well.

9. Section 10, Reporting, is hereby deleted in its entirety and replaced with the following new Section 10, Reporting:

10. Reporting. Grantee will submit a final report describing the outcome of the Grant from the successfully recruited candidate's start date. Grantees with overdue reports are ineligible for future funding consideration until the report is submitted.

In addition to the required final report, Plan may contact Grantee during the course of the grant term to inquire about the status of the grant. Grantee's failure to respond to these Plan inquiries during the course of the Grant may disqualify Grantee from receiving future grant funding from Plan.

10. This Amendment may be executed in multiple counterparts and counterpart signature pages may be assembled to form a single, fully executed document. Capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed to them in the Agreement.
11. This Amendment is by this reference made part of the Agreement. After the Amendment effective date, any reference to the Agreement shall mean the Agreement as amended and supplemented by this Amendment. Except as otherwise provided in this Amendment, all of the terms, conditions, and provisions of the Agreement and prior amendments shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the

Agreement and prior amendments, if any, the provisions of this Amendment shall in all respects govern and control.


IN WITNESS THEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment to be effective the date indicated above.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA "PLAN"**

DocuSigned by:
By: Sonja Bjork
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Sonja Bjork
Name: _____
Title: CEO
Date: 10/31/2023 | 9:20 AM PDT

**SOLANO COUNTY FAMILY HEALTH
SERVICES**

By: Gerardo R. Huber
Name: Gerardo R Huber
Title: Director
Date: 10/26/23

By: Bill Emlen 
Name: Bill Emlen
Title: County Administrator
Date: 11/16/2023 01:51 PM EST