

**LETTER OF AGREEMENT
BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. AND
COUNTY OF FRESNO**

THIS LETTER OF AGREEMENT (the “Agreement”) by and between **Blue Cross of California Partnership Plan, Inc. and its affiliates** (“Anthem”) and County of Fresno (“Sponsored Party”) is effective upon the date of complete execution of the Agreement (the “Effective Date”).

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

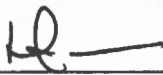
1. Anthem and Sponsored Party each desire to participate in a Provider Capacity Incentive Program (the “Program”) geared toward improving the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of delivery system infrastructure, Enhanced Care Management (ECM) capacity building, and Community Supports (CS) capacity building and take up, and Community Health Assessments (CHA) and Community Health Improvement Projects (CHIPS). Anthem and Sponsored Party both agree to provide the Program goals, metrics and objectives as specified in Exhibit A, attached hereto and incorporated herein.
2. To the extent any provision contained in this Agreement conflicts with the terms and conditions of Sponsored Party’s Participation Agreement with Anthem, then Sponsored Party’s Participation Agreement shall control.
3. 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. Sponsored Party 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.
4. The Agreement will commence on January 1, 2024 and will be in force until December 31, 2026 unless the Agreement is extended as specified in Section 5 or earlier terminated as specified in Section 6.
5. The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties before the first day of the next one-year extension period. The County of Fresno Department of Public Health Director or his or her designee(s), is authorized to execute Amendments to this Agreement on behalf of the Grantee to comply

with the fulfillment of the Services, Terms, Termination, and other relevant requirements subject to approval by Grantee's legal counsel as to legal form.

6. 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 Sponsored Party's Participation Agreement with Anthem; or
 - b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.
7. 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.
8. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
9. This Agreement is solely for the benefit of Sponsored Party 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. Sponsored Party agrees that capacity funds cannot be used for: capital campaigns, endowments, annual drives, operating deficit, debt retirement, replacement of previously funded services, direct services billable to other payers, or miscellaneous line items.
12. Sponsored Party agrees to provide progress reports at least quarterly or as requested and submit outcome documentation by the end of the 3 year cycle. Outcome documentation of incentive activities includes using templates provided by ANTHEM. Training and technical assistance will be provided by ANTHEM.

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

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC.

By: 

Name: Les Ybarra

Date: 04/09/2025

County of Fresno

By: 

Name: Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors
of the County of Fresno

Date: 5-6-2025

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By:  Deputy

For accounting use only:

Org No.: 1169

Account No.: 3530

Fund No.: 0080

Subclass No.: 17369

EXHIBIT A

The CalAIM Capacity Building Incentive Payment Program (IPP) is for Anthem California Medicaid business-only. Unless otherwise defined in this Agreement, all defined terms shall have the meanings set forth in the Sponsored Party Participation Agreement. Either party may modify the terms and conditions of the Program at any time upon written approval of both parties. The County of Fresno Department of Public Health Director or his or her designee is authorized to sign the written approval on behalf of the Sponsored Party.

Under the Program, Anthem will advance to Sponsored Party one lump sum in the amount of \$931,290 as an incentive to assist Sponsored Party with:

- ☐ Data infrastructure needs that align with ECM/CS requirements
- ☐ Billing/reporting assistance and development
- ☒ Staffing costs to support initial and growth capacity that aligns with Anthem's network needs (Geography, Cultural, PoF specific, etc.)
- ☐ Training and other Staff development/retention activities
- ☐ Health equity and health disparities around specific communities of focus
- ☐ CS Service model/program development
- ☐ Development and maintenance of HIE/HIT technology or community based EHR
- ☐ Community-based training forums
- ☐ Consulting/Program planning costs that focus on broad engagement across all stakeholders.
- ☐ Service model/program development to support Jail Re-Entry, Child Services PoF integration.
- ☒ CHA/CHIP

Sponsored Party shall deposit payments into a special revenue interest bearing fund outside of the County general fund. The County general fund shall be reimbursed on a monthly basis for costs incurred under this agreement. This special revenue fund is to be used exclusively for Medi-Cal population health management funding and interest earned. Acceptance of this funding requires that the interest accruing from these payments must be used for Medi-Cal Population Health Management program-related activities and shall be used to defray costs incurred by the program, measurably expand the program, improve the quality of services above the level of services already funded under the Agreement, or support other strategies to improve population

health. The interest earned on payments is not included in fiscal year budgets or the grant amount breakdown and disbursement of funding.

Approved Milestones:

Timeline – 1/1/2024-12/31/2026		
Activity	Cost	DHCS Bold Goal(s)
<ul style="list-style-type: none"> Staffing 	\$931,290 funding in full for all 3 years.	<p>Close racial/ethnic disparities in well-child visits and immunizations by 50 percent</p> <p>Ensure Anthem exceeds the 50th percentile for all children’s preventive care measures</p>

SPONSORED PARTY ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:

Grantee is agreeing to work in partnership with Anthem on achieving/impacting the DHCS Bold Goal(s) identified above.

During the **Program Grant Period (January 1, 2024– December 31, 2026)**, Sponsored Party will provide annual reporting after each fiscal year to Anthem that includes the following:

Program Activity	ACTIVITIES/DELIVERABLES/OUTCOMES			
Staffing	1. Report total positions hired and total dollar amounts. Please see example below:			
	LEGEND		Total Positions	Total Dollars
	AS	Administrative Support	X	\$\$\$\$\$
	CE	Community Engagement		
	Comm	Communications		
	DI	Data Infrastructure		
	IS	Implementation Strategies		
	PM	Project Management		
		IN-KIND		

Provided that Sponsored Party meets its Program Activity as specified herein during the term of the Agreement, then Anthem will waive repayment of such sponsorship, or a prorated portion, thereof.

If the Sponsored Party Participation Agreement between Anthem and Sponsored Party is terminated for any reason during the duration of this Agreement, Sponsored Party understands and agrees that it will repay a prorated amount of the Sponsorship.

Provider Capacity Incentive Payment Program Funds Services and Goals

Measurements

In order to be eligible for Provider Capacity IPP funds, Sponsored Party is required to choose 1 or more goals as outlined below:

1. CHA/CHIP