

**LOCAL INNOVATION GRANT ON HOUSING
MEMORANDUM OF UNDERSTANDING
BETWEEN
SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY
Through its BEHAVIORAL HEALTH SERVICES DIVISION
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (the “MOU”) is made and entered into by Partnership HealthPlan of California, a non-profit healthcare corporation (“PHC”, “The Plan”) and Siskiyou County Health and Human Services Agency through its Behavioral Health Services Division (“Grantee”), also hereunder known as (“Party”, “Parties”). This MOU is effective **April 1, 2019**, and will expire on April 1, 2021 or later as necessary if the California No Place Like Home NOFA is delayed.

RECITALS/BACKGROUND

Partnership HealthPlan of California is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in several counties in Northern California, under a County Organized Health System model.

WHEREAS, PHC’s mission is to provide its Members (“Member”, “Members”) with access to quality health care services delivered in a cost effective and compassionate manner.

WHEREAS, PHC has developed the Local Innovation Grant on Housing. Through this grant program, PHC seeks to address the critical housing and housing-related needs that affect the health and overall costs of healthcare for its 572,000 members. The Plan has allocated a total of \$25 million to this program for the purpose of making a one-time grant to projects that were selected based upon a competitive request-for-proposals submission.

WHEREAS, the parties acknowledge that PHC’s allocation of grant funds is contingent upon the Plan’s receipt and acceptance of a State-approved project plan for the use of No Place Like Home funding; the parties will rely upon the No Place Like Home plan for the development of an amendment to this MOU incorporating the detailed work plan. Said work plan will be created and submitted by Developer Sponsor to be identified by Grantee through a request for proposal.

FURTHERMORE, this MOU outlines the terms of the contingent one-time funding to support projects that will expand access to housing for Medi-Cal members enrolled with Partnership HealthPlan of California (the Plan, PHC). The project is the result of a collaborative process involving community support and leveraging of community resources.

THEREFORE, PHC has agreed to provide fiscal support by means of a grant to Siskiyou County Health and Human Services Agency through its Behavioral Health Services Division (“Grantee”) for the project specified herein. Grantee will allocate these grant funds via an MOU to the project’s Development Sponsor who will assemble the funding necessary to complete the project.

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

1. GRANTEE'S OBLIGATIONS

- a. Grantee agrees that the facilities and services provided pursuant to this grant are provided for the benefit of PHC members and communities. 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.
- b. Grantee agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.
- c. Grantee agrees to provide the services and documentation outlined in Attachment A, Scope of Work. Grantee will not own or operate the project, but will partner with a Developer Sponsor who will be the owner and operator of the project

2. FUNDING/PAYMENT SCHEDULE

- a. Grant payment will be issued to Grantee according to the schedule and amounts listed in Attachment B, Payment Schedule as a pass thru to Developer Sponsor. In no event shall payments exceed the total grant award of \$560,000.00 for the term of this MOU.

3. TERM AND TERMINATION

- a. The effective date of this MOU is April 1, 2019 and will remain in force up to April 1, 2021 or later as necessary if the California No Place Like Home NOFA is delayed.
- b. This MOU, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this MOU may be amended only by both Parties' agreement in writing, and executed by a duly authorized person of each Party.
- c. Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days' notice of the failure, if the obligation is still not met at that time.
- d. **Good Standing**. PHC provides a variety of support initiatives, including this one-time housing access expansion grant to local providers in good standing. Local providers in good standing are those not pursuing any 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 with PHC 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. Upon termination of the MOU, the Grantee will reimburse PHC for any funds not expended by it on the project by the termination date. At the date of termination,

PHC will cease to be liable to the Grantee for any grant funds committed pursuant to this MOU.

4. OTHER PROVISIONS

- a. **Non-Discrimination.** Grantee 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 family care leave and any other characteristics covered under State and federal law. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- b. **Compliance with Law:** Grantee agrees to comply with all federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State, or locally, to assure quality of service. Grantee agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.
- c. **Audit:** PHC reserves the right to audit data submissions prior to payment. Upon request, Grantee agrees to provide copies of the supporting documentation based on the obligations of this MOU.
- d. **Liability:** Grantee indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Grantee related to the services funded under this MOU.
- e. **Counterparts:** this MOU may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date written above:

COUNTY OF SISKIYOU

Signature _____ Date _____

Print Name/Title

Terry Barber/County Administrative Officer

PARTNERSHIP HEALTHPLAN OF CALIFORNIA, a non-profit organization

Signature _____ Date _____

Elizabeth Gibboney, Chief Executive Officer, Partnership HealthPlan of California

Print Name/Title

Signature _____ Date _____

Patti McFarland, Chief Financial Officer, Partnership HealthPlan of California

Print Name/Title

IN WITNESS WHEREOF, County and Contractor have executed this Memorandum of Understanding on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: Partnership HealthPlan of California, a non-profit healthcare corporation

Date: _____

Elizabeth Gibboney, Chief Executive Officer

Date: _____

Patti McFarland, Chief Financial Officer

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

Terry Barber, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)

2122 401030 560300/752500

If not to exceed, include amount not to exceed:

Jennie Ebejer, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Merkle, Risk Management (Date)

ATTACHMENT A

SCOPE OF WORK

Siskiyou County Health and Human Services Agency agrees to provide the following services and documentation of services:

1. Evidence of site control for the project will be submitted to PHC by Developer Sponsor in collaboration with Grantee.
2. Written progress reports, documenting efforts to secure No Place Like Home funds and to establish the housing and related services will be submitted to PHC by Developer Sponsor, in collaboration with Grantee, on a quarterly basis and as requested by PHC staff. These reports shall include, as applicable:
 - a. Details of the expenditure of grant funds
 - b. Summaries of ongoing collaborative efforts with the region's health care providers and/or homeless programs;
 - c. Verification of the use of the applicable HMIS system;
 - d. Changes, if any, to the proposed budget or sustainability plan;
 - e. "Lessons learned" or observations on the effectiveness of various outreach, case management or other strategies.
3. A list of PHC members, including names, CIN numbers and birth dates, for PHC members housed or otherwise served. Grantee acknowledges its obligation to ensure that these data elements are collected in accordance with HIPAA and other relevant rules or regulations.
4. Documentation of any changes in services for PHC members previously housed or served (i.e., if members leave the housing facility);

ATTACHMENT B

PAYMENT SCHEDULE

Disbursement and Amount	Scheduled Date	Deliverables
40% of grant funds	Within 45 days of PHC acceptance of approved No Place Like Home plan	PHC and State Approved No Place Like Home plan
50% of grant funds	At closing	Written progress report, as detailed in Attachment A the budget and sustainability plans, with revisions if needed.
10% of grant fund	Within 60 days of the projected completion of the project, or sooner if said funds are needed to start construction as determined by Developer Sponsor.	Summary of the status of the projected completion of the project as detailed in Attachment A, including details of the final grant expenditures and program evaluation.