

**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

Print Name/Title

Terry Barber/County Administrative Officer

Date

6/12/19

PARTNERSHIP HEALTHPLAN OF CALIFORNIA, a non-profit organization

Signature

Elizabeth Gibboney, Chief Executive Officer, Partnership HealthPlan of California

Print Name/Title

Signature

Patti McFarland, Chief Financial Officer, Partnership HealthPlan of California

Print Name/Title

Date

7/1/19

Date

6/28/19

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.

Date: 7/1/19

CONTRACTOR: Partnership HealthPlan of California, a non-profit healthcare corporation
Elizabeth Gibboney, Chief Executive Officer
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 6/12/19
Terry Barber, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

Edward J. Kiernan 5/28/19
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:

Electronically approved
Jennie Ebejer, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Merkle 6/14/19
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.



EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of January 1, 2019 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY through its BEHAVIORAL HEALTH DIVISION (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY through its BEHAVIORAL HEALTH DIVISION may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective January 1, 2019 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY through its BEHAVIORAL HEALTH DIVISION.
- 2.2 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- 2.4 “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164;
- 3.4 Promptly report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Change Healthcare shall indemnify the Customer against any losses, damages, expenses or other liabilities including reasonable attorney’s fees incurred as a result of Business Associate’s or its agent’s or Subcontractor’s unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan’s obligations under 45 CFR 164.524;
- 3.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan’s obligations under 45 CFR 164.526;
- 3.8 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;

- 3.9 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.10 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.11 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.12 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of January 1, 2019 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
 - 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
 - 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
 - 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

- 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
- 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

By: 

Print Name: Elizabeth Gibbons

Title: CEO

Date: 7/1/19

SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY

By: 

Print Name: Sarah Collard, Ph.D.

Title: Director

Date: 7/28/19