



# MEMORANDUM OF UNDERSTANDING

Between

Partnership HealthPlan of California (“PHC”)

And

Siskiyou County Health and Human Services Agency

For

**Outreach and Field Services to Partnership HealthPlan Members**

This Memorandum of Understanding (the “MOU”) is made and entered into by Partnership HealthPlan of California (“PHC”, “The Plan”), a public entity contracted with the Department of Health Care Services (“DHCS”), and Siskiyou County Health and Human Services Agency, (“County”), also hereunder known as (“Party”, “Parties”). This MOU is effective as of January 1, 2023.

## RECITALS/BACKGROUND

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

**WHEREAS**, Partnership HealthPlan of California (“PHC”) seeks to support and enhance outreach and field services that facilitate the provision of clinical and other services to persons experiencing homelessness and to others experiencing challenges in getting care;

**WHEREAS**, the availability of such clinical and supportive services is key to the implementation of the Housing and Homelessness Incentive Program (“HHIP”), California Advancing and Innovating Medi-Cal (“CalAIM”) and other programs that seek to address the broad needs of certain vulnerable populations;

**WHEREAS**, Siskiyou County Health and Human Services Agency is a designated rural county, not part of a Metropolitan Statistical Area as defined by the federal Office of Management and Budget;

**WHEREAS**, Siskiyou County Health and Human Services Agency has agreed to provide (OR “continue to provide”) the outreach and referral services outlined in this MOU for PHC Members and others needing assistance in securing health and social support;

**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. COUNTY’S OBLIGATIONS**

- A. County must evaluate or begin the process of developing a street outreach program that has effective field services.
- B. County must track those PHC members experiencing homelessness that they refer to CalAIM services such as ECM and Community Supports as well as for medical or behavioral health.
- C. County will ensure it has the necessary State or other regulatory approvals to operate its outreach and referral program.
- D. County will report on the services provided to PHC members in the manner described in this MOU, in a timely manner per timeline below, including a detailed monthly report of the Program.

Aggregate report will include:

- a. County
- b. Total Number of people seen

- i. Number of new people for the reporting period
- ii. Number of returning people
- iii. Total Number of PHC members seen (if patient discloses or knows they have Medi-Cal)
- c. Types of services provided
  - i. Number of PHC members for each service type provided
- d. Types of services referred and information of referrals (Provider/Organization Name)
  - i. Number of PHC members for each service type referred

Timeline:

Measurement Period:	Measurement Date:	Data Due to PHC:
Period 1	May 1, 2022 – December 31, 2022	January 31, 2023
Period 2	January 1, 2023 – October 31, 2023	November 30, 2023

## 2. TERM AND TERMINATION

- A. This MOU is effective the date listed above and will expire on March 31, 2024.
- 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. **Provider in Good Standing.** PHC provides a variety of support initiatives, including this HHIP grant to local providers in good standing. Local providers in good standing, including counties, 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. PHC, has the sole authority to determine if a Provider is in good standing. Upon termination of the MOU, the Provider 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 Provider for any grant funds committed pursuant to this MOU.

## 3. OTHER PROVISIONS

- A. **Dispute Resolution.** 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. Any unresolved dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in Solano County and by a

single arbitrator knowledgeable in health care administration. This provision shall survive the termination of this Agreement.

- B. **Confidentiality.** Siskiyou County Health and Human Services Agency shall abide by confidentiality policies and professional ethics concerning patient medical information, including the privacy and security laws and regulations set forth in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).
- C. **Non-Discrimination.** During the performance of this Agreement, Siskiyou County Health and Human Services Agency 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. [County] shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- D. **Compliance with Law.** Siskiyou County Health and Human Services Agency 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. [County] agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.
- E. **Counterparts.** This Agreement may be executed by electronic signature or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

<<SIGNATURE PAGE FOLLOWS>>

IN WITNESS WHEREOF, County and Contractor have executed this agreement 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.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

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.)