



STREET OUTREACH GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between Partnership HealthPlan of California (“PHC”), a public entity contracted with the Department of Health Care Services (“DHCS”), and Siskiyou County Health and Human Services Agency (“Grantee”). This Agreement is effective June 1, 2023 (“Effective Date”). PHC and Grantee may each individually be referred to herein as “Party” and collectively as “Parties”.

RECITALS/BACKGROUND

PHC is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in 14 counties in Northern California, under a County Organized Health System model.

WHEREAS, the Grantee will use the fiscal support of the Street Outreach Grant Program funding to provide street outreach to PHC members. The use of the Program funding is to better integrate and support Housing and Homelessness Incentive Program (HHIP) measures with tracking referrals to services.

WHEREAS, the Grantee is able to perform the responsibilities and adhere to the terms and conditions as set forth in this Agreement.

FURTHERMORE, this Agreement identifies each party’s responsibilities and obligations for the allocation of the grant funds to support a project that will provide street outreach to unhoused, unsheltered Medi-Cal members enrolled with PHC.

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

I. GRANTEE’S OBLIGATIONS

- A. Grantee agrees they will use the PHC Street Outreach Program funding to better integrate and support HHIP measures.
- B. Grantee agrees to designate a primary staff member as the point of contact for the purposes of the administration of this Grant.
- C. The PHC Street Outreach Grant Program Grantee will report and submit timely and complete data to PHC on a schedule and in a format and process specified by PHC, or as otherwise mutually agreed upon by Grantee and PHC.
- D. Provider must be a PHC contracted provider in good standing.
- E. **Use of Funding**

- i. PHC Street Outreach Program funding will not duplicate or supplant other previously identified funding that is specifically dedicated to the deliverables listed in this application.
- ii. PHC Street Outreach Program funding may be combined with other funding sources to accomplish the milestones listed in this application, to the extent permissible under federal and state law.
- iii. PHC Street Outreach Program funding will not be used to reimburse for services currently reimbursable under Medi-Cal, but must be used to improve the delivery system for Medi-Cal managed care enrollees.
- iv. Payments for the PHC Street Grant Program will be contingent upon completion of the application milestone deliverables.
- v. To the extent the Grantee does not or is unable to achieve the deliverables of this Grant, the Grantee shall notify PHC and return any funds that the Grantee may have received related to the deliverables.

II. PHC OBLIGATIONS

- A. Provide grant funding to Grantee upon completion of deliverables outlined in Payment Schedule.
- B. Validate total number of PHC members as reported by Grantee in November 2023 for HHIP.

III. PAYMENT

- A. PHC shall disburse the grant amount to the Grantee as follows:

Disbursement and Amount	Scheduled Date	Deliverables
\$5,000	Within thirty (30) days' of executed Grant Agreement	Executed Grant Agreement
\$5,000	Within thirty (30) days' receipt of approved first and second progress reports Due: 8/31/2023	Completed milestone progress reports submitted
Total Budget:	\$10,000	

- B. If the terms and conditions set forth in this Grant are not met, including timely reporting, PHC reserves the right to withhold any further payments, to recoup Grant funds, and the right to move to terminate this Grant.

IV. REPORTING

1. Milestone progress reports will be submitted by June 30, July 31, August 31, September 30 and October 31, 2023 to HHIPgrants@partnershiphp.org. (Template will be provided)
2. A budget report describing how grant funding has been spent, due October 31, 2023.
3. A narrative summary demonstrating how the organization built capacity or expanded street outreach, due October 31, 2023.

V. TERM/CANCELLATION

- A. Term. The initial term of this Agreement shall run from June 1, 2023 through October 31, 2023. As there is no assurance or guarantee of funding beyond this period, a new agreement would need to be executed between the Parties to extend funding.
- B. Cancellation/Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice, via USPS certified or electronic mail, to the other Party.
- C. Return of Grant Funds. If Participating Site violates, in PHC's sole determination, the terms of this Agreement, PHC may, in addition to any other legal remedies it may have, refuse to make future grant payments and demand the immediate return of all or any unexpended portion of grant funds. Participating Site shall immediately comply with such PHC demands.
- D. Provider in Good Standing.

Eligibility for PHC Program(s): Eligible providers must have a PHC contract in place at the time of this Grant Agreement. The provider must remain contracted through duration of this Agreement to be eligible for payment. Eligible providers must be in Good Standing continuously from the beginning of the Grant Agreement to the month the payment is to be disbursed.

Definition of Good Standing: PHC has the sole authority to determine if a provider is in Good Standing based on the criteria set forth below.

1. Provider is open for services for PHC members
2. Provider is financially solvent (not in bankruptcy proceedings)
3. Provider is not under financial or administrative sanctions, exclusion or disbarment from the State of California, including the Department of Health Care Services (DHCS) or the federal

government including the Centers for Medicare & Medicaid Services (CMS). If a Provider appeals a sanction and prevails, PHC will consider a request to change the Provider status to good standing.

4. Provider is not pursuing any litigation or arbitration against PHC.

5. Provider has not issued or threatened to issue a contract termination notice, and any contract renewal negotiations are not prolonged.

6. Provider has demonstrated the intent to work with PHC on addressing community and member issues.

7. Provider is adhering to the terms of their contract (including following PHC policies, quality, encounter data completeness, and billing timeliness requirements).

8. Provider is not under investigation for fraud, embezzlement or overbilling.

9. Provider is not conducting other activities adverse to the business interests of PHC.

VI. OTHER PROVISIONS

- A. Grant Monitoring. PHC and Participating Site will meet on a mutually agreed upon frequency, or upon request to monitor the performance of Parties' responsibilities related to this Grant Agreement.
- B. Disputes. 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. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- C. Entire Agreement. This Agreement, with its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement. This Agreement cannot be assigned or delegated to another entity by either Party.
- D. Amendment. Except as may otherwise be specified in this Agreement and any applicable attachments, the Agreement (including its attachments) may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.
- E. Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing from the other Party. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.
- F. Non-Discrimination. Participating Site and its subcontractors, employees, and agents 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.

Participating Site and its subcontractors, employees, and agents shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

- G. Compliance with Law. PHC is a public agency subject to the laws of the California Public Records Act (CPRA). Participating Site 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 of California, or locally, to assure quality of service. Participating Site agrees to comply with all applicable state, federal, and local laws and regulations during the term of this Agreement.
- H. Audit. PHC reserves the right to audit data submissions prior to payment of grant funds under this Agreement. Upon request, Participating Site agrees to provide copies of the supporting documentation based on the obligations of this Agreement.
- I. Liability. Participating Site 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 Participating Site related to the services funded under this Grant.
- J. Force Majeure. Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance that is beyond the reasonable control of the Party obligated to perform and that by the exercise of reasonable diligence such party is unable to Prevent (each a “Force Majeure Event”), then, and only upon giving the other party notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail of the Force Majeure Event, such Party’s duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party’s performance for more than ten (10) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement upon written notice to the Party that is unable to perform its obligations under this Agreement. Neither Party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party shall not be deemed Force Majeure Events.
- K. Counterparts. This Agreement may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.
- L. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.
- M. Survival of Terms. Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those

provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied. This includes Sections IV.A and IV.I.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA (“PHC”)**

**SISKIYOU COUNTY HEALTH AND
HUMAN SERVICES AGENCY (“Grantee”)**

DocuSigned by:
Elizabeth Gibboney
By: _____
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By: _____

Name: Elizabeth Gibboney

Name: Dr. Sarah Collard, Ph.D.

Title: CEO

Title: Director, Health and Human Services

Date: 6/28/2023

Date: _____

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: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Partnership HealthPlan
of California, a Non-Profit Organization

Date: 6/28/2023

DocuSigned by:
Elizabeth Gibboney

Elizabeth Gibboney, Chief Executive Officer

Date: 6/28/2023

DocuSigned by:
Patti McFarland

Patti McFarland, Chief Financial Officer

License No.: n/a
(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. On File

ACCOUNTING: N/A			
Fund	Organization	Account	Activity Code (if applicable)
2122	401030	545100	TBD

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$10,000.00.
If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.