



**LOCAL INNOVATION GRANT ON HOUSING
MEMORANDUM OF UNDERSTANDING
BETWEEN
MENDOCINO COUNTY through its HEALTH AND HUMAN SERVICES AGENCY
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (the "MOU") is made and entered into by Partnership HealthPlan of California ("PHC", "The Plan"), a public entity, and **Mendocino County Health and Human Services Agency** ("Housing Provider", "Grantee"), also hereunder known as ("Party", "Parties"). This MOU is effective **June 17, 2019** and will expire on **June 17, 2021**.

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 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 available, to projects, in each of PHC's 14 counties that were selected based upon a competitive request-for-proposals submission.

FURTHERMORE, this MOU identifies each party's responsibilities and obligations for the allocation of a one-time grant to support a project that will expand access to housing for Medi-Cal members enrolled with Partnership HealthPlan of California in Mendocino County. The project is the result of a collaborative process involving community support and leveraging of community resources.

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

HOUSING PROVIDER'S OBLIGATIONS

Mendocino County Health and Human Services Agency agrees that the services provided pursuant to this grant are provided for the benefit of PHC members and communities. Mendocino County Health and Human Services Agency 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.

Mendocino County Health and Human Services Agency agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.

Mendocino County Health and Human Services Agency agrees to provide the services and documentation outlined in Attachment A, Scope of Work, on or before June 17, 2021.

Mendocino County Health and Human Services Agency acknowledges the shared intent that the housing project funded through this MOU be used for the purposes described for at least fifteen (15) years after completion.

HEALTHPLAN'S OBLIGATION

PHC agrees to provide fiscal support by means of a grant to Mendocino County Health and Human Services Agency ("Grantee") for the purpose and project specified in Attachment C.

PHC will provide grant payments according to the schedule and amounts listed in Attachment B, Payment Schedule. In no event shall payments exceed the total grant award of \$618,404.00 for the term of this MOU. If the terms and conditions set for in Attachment A & B are not met, including timely quarterly reporting, PHC reserves the right to withhold any further payments, and move to terminate this MOU, and to recoup funds to the extent practical.

TERM AND TERMINATION

The effective date of this MOU is June 17, 2019 and will remain in force up to June 17, 2021.

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.

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. At the time of termination, PHC may seek to recoup funds to the extent practical.

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. PHC, has the sole authority to determine if a Provider is in good standing. 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.

OTHER PROVISIONS

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 of 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.

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.

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.

Liability. Mendocino County Health and Human Services Agency 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 Mendocino County Health and Human Services Agency related to the services funded under this MOU.

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:

MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY

Tammy Moss Chandler, HHSA Director

Printed Name and Title

Date



Date

6/20/19

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

Elizabeth Gibbons, CEO

Printed Name and Title

Date

7/2/19



Date

7/2/19

ATTACHMENT A

SCOPE OF WORK

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

1. Written progress reports, documenting efforts to provide the services outlined in Attachment C, no less than four times in a calendar year, on a quarterly basis. Quarterly reports shall be submitted no less than 30 days after the end of a quarter. Mendocino County Health and Human Services Agency agrees to provide additional reporting, as requested by PHC staff. All 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.
2. A list of PHC members, including names, CIN numbers and birth dates, for PHC members housed or otherwise served. Mendocino County Health and Human Services Agency acknowledges its obligation to ensure that these data are collected in accordance with HIPAA and other relevant rules or regulations.
3. Documentation of any changes in services for PHC members previously housed or served (i.e., if members leave the housing facility);
4. Outcome measures, as defined in Attachment C (*Grant Proposal*).
5. Other measures that may be mutually identified by PHC and Mendocino County Health and Human Services Agency during the term of this MOU.

ATTACHMENT B

PAYMENT SCHEDULE

Total Allotment: \$618,404

Disbursement and Amount	Scheduled Date	Deliverables
\$37,504	Within 45 days of executed MOU	Execution of MOU
\$580,900	The entirety of these funds allocated to Orr Creek shall be available at Construction Loan Closing, March 2020.	<ul style="list-style-type: none">• Evidence of Award of July 2019 Application for Federal Tax Credits and Written progress report as detailed in Attachment A.• <u>MOU between Mendocino County and RCHDC</u> that contains description of target population(s) and service commitments, and shared understanding of how tenants will be referred to/selected for the available housing units.• <u>MOU between Redwood Community Services and RCHDC</u> covering same items listed above for MOU between Mendocino County and RCHDC• <u>MOU between Redwood Coast Regional Center and RCHDC</u> covering same items listed above for MOU between Mendocino County and RCHDC• Letter from Mendocino County Housing Authority that describes the criteria the Housing Authority will use to establish preferences for selection of tenants for project-based vouchers at Orr Creek Commons based on the need for services offered at the project. This should contain proposed or adopted language to be included in the Housing Authority's Annual Plan for their voucher program.• Participation in recorded lien/deed restriction(s) that commits RCHDC to operating the project as affordable housing consistent with the tax credit application that commits to using at least 50% of the units as housing for people with special needs.• Documentation of local government building permit approvals for project construction.

ATTACHMENT C
Grant Proposal
Grant Cover Sheet
For Local Innovation
Grants on Housing

Date:	May 2, 2019
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Organization Information

Name of Requesting Organization (or individual): Mendocino County Health and Human Services Agency (HHSA)		
Primary Contact: Tammy Moss Chandler		Title: Director
Address: 747 South State Street		
City Ukiah	State CA	Zip 95482
Telephone 707-463-7774	Fax 707-472-2335	Email chandler@mendocinocounty.org

Proposed Project

Type of Grant
<input checked="" type="checkbox"/> Capital Project
<input checked="" type="checkbox"/> Housing Facilitation Project
Brief Summary of Proposed Project
<p>Summary: Mendocino County's Homeless Services Continuum of Care (CoC) has more than 30 participating partners and has been administered through the County's Health & Human Services Agency (HHSA) for more than a decade. HHSA worked with the CoC and other key stakeholders to coordinate and respond to the Local Innovation Grant on Housing, while responding to and leveraging other local efforts to improve housing opportunities in Mendocino County. The proposed projects will build on local partnerships to expand access to permanent supportive housing for Medi-Cal beneficiaries who are homeless or at risk of homelessness. This will be accomplished through two strategies:</p> <ol style="list-style-type: none"> 1) HHSA will utilize grant funds to subcontract with Rural Communities Housing Development Corporation (RCHDC) for the development of Phase I of the Orr Creek Commons Project, which will consist of 40 units for a mixed population including families in the child welfare system, survivors of physical abuse, and others. PHC grant funds will allow RCHDC to set 10 units aside for HHSA's Adult and Aging Services, Family and Children's Services, and CalWorks families who are homeless or at risk of homelessness. 2) HHSA will use a small portion of grant funds to provide for emergent needs/rapid rehousing supports to vulnerable children and seniors who are Medi-Cal beneficiaries and homeless or at risk of homelessness.

Counties/Regions Impacted
Mendocino County
Estimation of PHC members impacted
60
Organization approval of attached proposed letter of agreement
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Proposed Budget and Timetable

Project Budget	Project Timetable
\$617,404	18 months

Project Director	Organization
Megan Van Sant	Mendocino County Health and Human Services Agency

PROJECT NARRATIVE

Table 1. Acronyms used in this application

APS	Adult Protective Services
CPS	Child Protective Services
CDC	Community Development Commission of Mendocino County
CHIP	Community Health Improvement Plan
CoC	Mendocino County Homeless Services Continuum of Care
HHSA	Mendocino County Health and Human Services Agency
HMIS	Homeless Management Information System
HOMe	HHSA Housing Options Mendocino Program
HUD	US Department of Housing and Urban Development
MAA	Medi-Cal Administrative Activities
RCHDC	Rural Communities Housing Development Corporation
RCS	Redwood Community Services

1. Project Description

Mendocino County (pop. 88,771) lies on the Pacific coast 100 miles north of San Francisco. The county's rugged terrain covers 3,500 square miles, an area bigger than the states of Delaware and Rhode Island combined. With more than 40,000 residents, the greater Ukiah community includes almost half of the county population; approximately one-third live in coastal communities. Ethnically, Mendocino County is 25% Hispanic. Racially, residents are 86% White, 6% Native American (primarily from local Pomo tribes), 2% Asian, 1% Black, and 5% of other or multiple races. One of every five residents (20%) lives in poverty, and the median household income of \$42,980 is only 70% of the statewide median. The Cities of Ukiah (pop. 16,186) and Fort Bragg (pop. 7,672) are the county's primary service centers.

In spite of its relatively small population, Mendocino County's per capita homelessness rate is one of the highest in the nation. At 139.5 homeless people per 10,000 population, the rate is almost quintuple California's statewide rate of 29.8 and nearly eight times the nationwide rate of 17.7.¹ In January 2017, Mendocino County's bi-annual point-in-time Homeless Census identified 1,238 homeless individuals, 206 (20%) more than in 2015. Of these, 97 (8%) were considered chronically homeless. The 2017 count provided the following demographic information.

- GENDER: 411 (33%) female; 824 (66%) male; and <1% transgender or other.
- RACE: 1,026 (83%) White; 152 (12%) American Indian; 34 (3%) Black; and 26 (2%) of other, multiple, or unreported ethnicity.
- ETHNICITY: 1,121 (91%) non-Hispanic and 117 (9%) Hispanic.
- AGE: 32 (3%) under age 18; 47 (4%) age 18 to 24; and 1,159 (94%) age 25 or older.
- LOCATION: Half (50%) of Mendocino County's homeless people were living in the south inland area that includes the City of Ukiah, with 272 (22%) living in north inland communities and 347 (28%) living in coastal communities.

¹ Mendocino County 2017 Point-In-Time Count and National Alliance to End Homelessness.

Mendocino County suffers a lack of affordable housing, with a rental vacancy rate of 3.4%.² More than one-quarter (28%) of county residents have severe housing problems (e.g., households with overcrowding, high housing costs, and/or lack of kitchen or plumbing facilities)³ and over half of renters (52%) pay more than one-third of their income for rent.⁴ Much of the housing that does exist is unaffordable for many residents.

The Community Development Commission of Mendocino County (CDC), the county Housing Authority, reports that new HUD Housing Choice Vouchers and Permanent Supportive Housing Certificates have a success rate of 38%, meaning that only 38% of new vouchers or certificates issued will result in the beneficiary finding a unit that will accept rental assistance. Because the success rate is so low, CDC has been granted approval to utilize Success Rate Payment standards, which are capped at 110% of the 50th percentile Fair Market Rents for the county.

Rapid Rehousing Support

A small portion of project funds (\$37,504) will be used to provide emergency housing and rapid rehousing support to Medi-Cal beneficiaries with children who are homeless or at risk of homelessness, but have minimal barriers to securing housing. Rapid rehousing may include such supports as financial assistance with rent, moving costs, rent application fees, security deposits and last month rent, utility deposit, and/or utility payments. Once housed, case managers will work with participants to secure long-term housing support through other benefit programs for which they are eligible.

Permanent Supportive Housing for individuals who are clients of HHSA's Social Services Branch

The county's need to expand access to permanent supportive housing is described in several local reports, most recently highlighted in the Homelessness Needs Assessment conducted by Marbut Consulting (March 2018). Marbut states: "Because of a low inventory of affordable housing and high occupancy rates, housing placements are very low relative to the need. There is a wide variety of encampments within Mendocino County...that are generally unsafe and unhealthy for the individuals living within them...There is a critical need to increase the number of both "short term" and "longer term" housing placements across the spectrum for men, women and families with children."

Mendocino County Health and Human Services Agency (HHSA), the applicant, will utilize grant funds to subcontract with Rural Communities Housing Development Corporation (RCHDC) for the development of Orr Creek Commons in Ukiah. HHSA will also provide a supportive services agreement with RCHDC to allow RCHDC to apply for and maximize federal tax credits for Orr Creek Commons. This partnership includes a Memorandum of Understanding (MOU) between RCHDC and HHSA to provide services to ten households who qualify as special needs population. The intended recipients will be eligible through HHSA's Social Services Branch for ongoing services through Family & Children's Services (FCS), Housing and Disability Advocacy Program (HDAP), APS's Home Safe Housing Support Program, CalWORKs Housing Support Program, or In Home Supportive Services (IHSS). These HHSA populations are among the most vulnerable individuals served by PHC.

² US Census Bureau, 2011-2015 American Community Survey 5-Year Estimates.

³ Robert Wood Johnson Foundation (2017). County Health Rankings.

⁴ Mendocino County HHSA (2016). Community Health Needs Assessment.

RCHDC is a local non-profit whose mission is to provide affordable housing to low and moderate income persons. RCHDC has an extensive history of developing and managing housing projects in several Northern California counties, and specific history working with HHSA to develop a 37 unit permanent supportive housing facility in Ukiah, CA, for individuals with serious mental illness. This makes RCHDC uniquely situated to partner with HHSA to maximize use of grant funds.

Orr Creek Commons is a new Ukiah property that will consist of 80 units for a mixed population including families, individuals with developmental disabilities, individuals who are homeless or at risk of homelessness, transitional age youth, families in the child welfare system, and other HHSA Social Service linked programs. The entirety of integrated special needs populations will be receiving supportive services from three separate service providers. Commitments to provide supportive services for each tenant population is memorialized in 15-20 year service commitment contracts in place for the Orr Creek Commons housing community, one of which is the described MOU between RCHDC and HHSA. Development of the property has been divided into two Phases. Phase I will complete 40 units: 26 one-bedroom, 13 two-bedroom, and 1 unit for an on-site manager, along with a community building that includes ADA-compliant bathrooms, kitchen, meeting room, and laundry facilities. PHC grant funding will enable RCHDC to finalize Phase I. In the future, Phase II will add an additional 30 one-bedroom units and 10 two-bedroom units.

Integration is a key component of the development of Orr Creek Commons, which is designed for a mixed population and incorporates shared common areas designed and built to encourage interaction and community activities. Supportive services will be provided to residents by on-site apartment management staff as well as life skills coaches, employment counselors, and case workers representing a range of service providers.

RCHDC will be the Property Management organization for the housing community. RCHDC's Property Management Department has been providing such services since the organizations inception in 1975. RCHDC's portfolio includes several housing communities designated to serve individuals and families with special needs. RCHDC will be providing a Service Coordinator to support Orr Creek Commons. The Service Coordinator will act as an intermediary between Property Management and the Supportive Service Organizations. This position will ensure tenants receive and are properly connected to their individual care needs.

The PHC Grant Funds will be utilized on capital construction and will fund brick and mortar construction activities. This will ensure the timely expenditure of these funds and allow compliance with PHC requirements. The entirety of the PHC funds allocated to Orr Creek Commons shall be available at Construction Loan Closing, March 2020.

Cultural competency and relevance

While most participants will be English speakers, all clients will require culturally appropriate services, whether because of their language or ethnicity or because of their membership in other subgroups. Cultural competency will be incorporated into all components to ensure service provision in a language, setting, and method that meets client needs, recognizing the unique subculture of homelessness. Social workers and other case workers in APS, CPS and CalWorks are trained to address unique cultural competency needs within their service populations. Staff will also draw on Project Sanctuary to provide guidance in meeting the needs of people experiencing homelessness as a result of fleeing domestic violence.

2. Target Population

Rapid Rehousing Support

The target population for Rapid Rehousing is Medi-Cal recipients who are families with children and homeless or at risk of homelessness.

These will be individuals at high-risk of homelessness with minimal barriers to securing housing, so that they can be housed quickly while case managers work to secure long-term benefits through other programs. Project participants will be further assessed through the CoC Coordinated Entry System (CES) to ensure that the individuals served are those with the greatest needs and highest likelihood of benefitting from services.

Permanent Supportive Housing for individuals who are clients of HHSA's Social Services Branch

The target population for 10 of the units of Orr Creek Commons will be homeless/at risk of homelessness and eligible through HHSA's Social Services Branch for ongoing services through Family & Children's Services (FCS), the Housing and Disability Advocacy Program (HDAP), APS's Home Safe Housing Support Program, CalWORKs Housing Support Program, or In Home Supportive Services (IHSS).

These populations have been prioritized for assistance because there is limited housing for these high risk populations, and the community health needs assessment conducted by HHSA in 2015-2016 identified homelessness and housing as among the county's five most urgent priority issues.

3. Partner Organizations⁵

Mendocino County Health and Human Services Agency (HHSA) will provide overall program guidance and technical assistance, negotiate and administer sub-contracts, administer rapid rehousing support, and track and report data. HHSA departments will also provide direct services that will have a positive impact on client health. For example, Behavioral Health and Recovery Services provides outpatient substance use disorder treatment services and Public Health provides WIC services and wellness programs such as tobacco cessation and nutrition

⁵ This proposed revision to HHSA's original application is focused primarily on development of the Orr Creek Commons Project. When HHSA first applied for this funding in 2017, the agency was simultaneously applying for other federal and state grants that would serve overlapping populations and had also just fully funded and broken ground on Willow Terrace, a 37-unit housing project serving Medi-Cal beneficiaries with serious mental illness, and was in the early stages of trying to identify other similar housing projects. Willow Terrace is now completely built and occupied. The original HHSA application also included funding for several organizations that work with housing and homeless populations who had capital projects in the stages of early development. Some of these projects have already secured funding from other sources. To maximize the impact of PHC grant funds, HHSA is now focused on supporting a capital project that is already in development and that has secured multiple funding sources to ensure that the project becomes a reality. HHSA's original application also included significant funding for Redwood Community Services (RCS). However, the activities included in the original proposal have since been covered by a separate grant from PHC to RCS. Since other funding has been identified for project staffing and technical assistance, using this funding for RCHDC's housing development will maximize the impact of PHC dollars.

education. Through Social Services, clients will have access to eligibility determination and enrollment in benefits programs, including SSI/SSDI, Medi-Cal, and CalFresh.

Social Services will also provide linkages, case workers and Social Worker supports for individuals identified and housed in connection with Social Service Branch programs such as APS's HomeSafe program, CPS reunification and housing efforts, and the CalWorks housing program.

The project will coordinate closely with local hospital discharge units to link participants to services for homeless people who are high utilizers of medical services. Contracted PHC provider clinics funded through HHSA's Whole Person Care Project are currently ensuring timely access to healthcare services and health homes for over 150 participants who are enrolled in the program. The providers support the project through data sharing, referrals, primary health care, and linkage with medical homes.

Rural Communities Housing Development Corporation (RCHDC) is HHSA's primary partner in this project. RCHDC is a nonprofit affordable housing developer with 40 years' experience serving low to moderate income persons. RCHDC has developed and currently manages 30 facilities with more than 1,000 units throughout Northern California, and has worked closely with local communities to address the housing needs of mentally ill persons who are homeless or at risk of homelessness. RCHDC's most recent project in Mendocino County is Willow Terrace, a 38-unit development that is now fully occupied and is housing individuals who are seriously mentally ill. HHSA is partnering through its specialty mental health provider network and Whole Person Care to provide supportive services.

RCHDC brings to the project its expertise in applying for and drawing down federal tax credits for special populations. The Willow Terrace project leveraged \$1.3 million in local Mental Health Service Act (MHSA) dollars to secure over \$8 million in tax credits. RCHDC has already secured over \$3,500,000 for Orr Creek Commons Phase I from multiple sources, as detailed in the Budget Narrative. With the additional \$579,900 from the proposed PHC grant, RCHDC will be able to leverage tax credits to secure the remaining funds needed for the project. RCHDC's experience in developing, managing and owning affordable housing communities gives assurance to its partners both new and existing that all rules and regulations will be satisfied and remain in compliance. This speaks to the complexity of layering federal, state and private funding sources and assuring the intent of these funds support the intended clientele. RCHDC has proven itself in this area by retention of all communities it develops and manages. Most recently RCHDC has been sought out by both the California Department of Housing and Community Development and the United States Department of Agriculture Rural Development to support struggling affordable housing communities and bring these communities back into compliance with respect to their regulations.

4. Collaborative Process

HHSA undertook several strategies to ensure that an inclusive process was used to identify housing issues in the county's widely scattered communities and to prioritize projects for this proposal. In 2015, HHSA and its partners conducted a broad community assessment to identify the most pressing health priorities facing Mendocino County residents (a follow-up survey is currently in progress). A total of 1,486 residents completed a Community Health Survey. Survey responses pointed to five priority concerns, including access to housing. Through the Healthy

Mendocino (www.healthymendocino.org) collaborative, the county has initiated a Community Health Improvement Planning (CHIP) process with community-based teams developing action plans focused on priority issues.

As a first step in planning this application, HHSA met with a broad range of key partners in 2017, including PHC contracted providers and other organizations that serve the target population. Secondly, HHSA conducted a brief survey asking potential partners to identify capital and other projects that would expand access to permanent and/or transitional housing. In all, 11 organizations responded to the survey with their proposals for 20 projects. HHSA compiled the results and developed a scoring rubric to rank the proposals. Scoring criteria included the following:

- Project will increase inventory of and access to transitional and permanent housing.
- Project is ready to start immediately or in the near future.
- Project has matching funds, but will not progress as quickly without PHC support.
- Project will impact a significant number of people.
- Project will decrease participant utilization of high-cost medical services.

HHSA convened key stakeholders to review the results of the needs assessment and discuss projects for inclusion in the application. Participating groups included the CHIP Housing Action Team, CoC, HHSA Advisory Board, and the Mendocino County Behavioral Health Advisory Board. Due to the Wildfires of 2017 and extensive local recovery efforts, Mendocino County was delayed in moving forward to narrow down these initially proposed projects to a specific development site. In the meantime, RCHDC continued to move forward with funding strategies for their Orr Creek Commons project. Now, with this RCHDC project poised for success, it is ideally suited for PHC funding. HHSA and partners are pursuing new funding for other populations, but there is little or no funding currently available for permanent housing for the APS, CPS and CalWorks families that will be served through this PHC funding and partnership.

5. Likelihood that Project will be Effective

Why project is likely to be effective

Barriers to health care include lack of stable living situations as well as lack of knowledge about where to get treated, lack of access to transportation, and lack of financial resources. Although homeless people are three to six times more likely to become ill than housed people, many who are ill never receive medical care, or delay seeking medical care at an early stage when illness or complications could be prevented. Many people who are homeless utilize hospital emergency rooms as their primary source of health care. Not only is this not effective, since it provides no continuity of care, it is also very costly. Numerous studies have shown that Housing First navigation and case management are effective strategies for addressing homelessness and housing stability.⁶ Linking clients to housing as well as health care resources, helping them to establish medical homes, and coordinating directly with hospital discharge planners can potentially reduce their utilization of high-cost services (e.g., emergency room visits and in-patient hospital care), thus reducing health care costs. The project also leverages HHSA's new HomeSafe outreach and linkage program for APS and CalWorks housing support initiative.

⁶ Devet R, et al (2013). Effectiveness of case management for homeless persons: a systematic review. American Journal of Public Health (www.ncbi.nlm.nih.gov/pmc/articles/PMC3780754/).

How project will effectively house the target population

Expanding the housing inventory through the proposed project will increase access to housing for the target population, while rapid rehousing support will help to ensure housing retention and longevity. Accompanied by case management through the process, the project will help participants to identify and address housing barriers.

Anticipated health outcomes: See Table 3 in response to Question #8.

Return on investment

A chronically homeless person costs the taxpayer an average of \$35,578 per year, including inappropriate medical care, law enforcement contacts, incarceration, etc. On average, costs can be reduced by 49.5% when homeless people are placed in supportive housing.⁷ RCHDC has assessed savings specific to the Orr Creek Commons Project as well. Features of the apartment complex include small residences, group rooms, and a community area where residents can support each other and receive outside services. When residents receive the support services they need, they are less likely to require more expensive responses by emergency first responders and hospital emergency care.

6. Anticipated Long-Term Outcomes

Project activities are fully aligned with PHC Community Benefits goals of High Quality Care, Healthy Communities, and Improving Access. By expanding the stock of available housing, this project will achieve positive changes in access to housing for Medi-Cal beneficiaries who are PHC members and are also homeless or at risk of homelessness. Anticipated long-term outcomes include:

- Increased inventory of permanent supportive housing.
- Improved quality of life
- Improved disease management, resulting in better individual health outcomes

7. Data Collection Capacity

HHSA and its partners are willing and able to collect quantitative data as required by PHC, and HHSA is pleased to commit to contributing and sharing data as appropriate. This process will be facilitated by HHSA's recently finalized Memorandum of Understanding with PHC provider clinics, which streamlines data sharing through HHSA's Whole Person Care project. RCHDC will track and report data on status of the development process and HHSA will partner with RCHDC to report on placement of participants in Orr Creek Commons units.

RCHDC will measure project progress in incremental milestones that represent a percentage of the total project, building on each step and the projected amount of time for completion of each task. Overall success will be the completion of the project when residents are able to move in and be provided with the services they need in a safe and stable environment.

Existing data collection systems, including the Continuum of Care Homeless Management Information System (HMIS), can help ensure that data is available for reporting to PHC. Because partners are Coordinated Entry System participants, they are already familiar with data

⁷ National Alliance to End Homelessness (2017). Ending chronic homelessness saves taxpayers money (<http://endhomelessness.org/wp-content/uploads/2017/06/Cost-Savings-from-PSH.pdf>).

reporting through the HMIS. Under HHSA direction, partners will enter data into the HMIS system to track participants, participation, and outcomes. Data cleaning will be facilitated by automatic data checks built into the data system, and client confidentiality will be rigorously maintained. HHSA will compile and analyze project data and provide periodic reports to HHSA Advisory Boards, as well as submit required reports to PHC.

Table 2. Measurement of success

Evaluation Questions	Indicators
Did partners complete the proposed activities within the proposed timeframe?	<ul style="list-style-type: none"> ▪ Orr Creek Commons Phase I completed ▪ Rapid rehousing support services provided ▪ HMIS and other data collected and reported
What barriers were encountered and what efforts were made to surmount them?	<ul style="list-style-type: none"> ▪ Identification and remediation of barriers and challenges

8. Goals and Objectives

The overall goal of the project is to expand access to stable housing that supports long-term stability, supported by access to health care and other services for homeless individuals and families. Specific objectives and anticipated outcomes are shown in Table 3 below.

Table 3. Objectives and outcomes

Objectives	Key Benchmarks and Indicators
Objective 1. Increase inventory of permanent supportive housing.	
1a. Finalize subcontract and service agreement with RCHDC. 1b. Phase I federal tax credits. 1c. Monitor progress of overall project.	<ul style="list-style-type: none">▪ Supportive Services agreement for special populations.▪ Successful federal tax credit application/funding.▪ Progress made toward completion of capital project.▪ Increased inventory of permanent supportive housing.
Objective 2. Support housing access and stability through rapid rehousing support.	
2a. Develop rapid rehousing protocols. 2b. Provide training as needed. 2c. Identify clients through CES. 2d. Deliver rapid rehousing support.	<ul style="list-style-type: none">▪ Up to 50 vulnerable homeless persons receive rapid rehousing support.▪ 50% of recipients show increased housing stability.▪ 75% of recipients have a health home.▪ 40% of recipients reduce utilization of high-cost medical services.

Table 4. Timeline

Activities	Quarters							
	1	2	3	4	5	6	7	8
Capital development component								
Finalize subcontract upon PHC approval of application								
Monitor completion of milestones								
Support RCHDC in seeking additional funding								
Collect and report progress data								
Rapid rehousing component								
Develop rapid rehousing protocols and procedures								

Activities	Quarters							
	1	2	3	4	5	6	7	8
Train and orient staff and partners as needed								
Work with CES to identify clients								
Provide rapid rehousing services and support								
Collect and report data								

9. Sustainability Plan

The proposed project will increase the county's capacity to address housing and homelessness; this increased capacity will endure well beyond the end of the grant. RCHDC's financial modeling for Orr Creek Commons ensures stable operations for the community and service providers. RCHDC has positive cash flow projections, recognizing all operating expenses and rental income in addition, Orr Creek Commons has received a commitment from Mendocino County Community Development Commission for 20 Project Based Rental Assistance Vouchers to be designated on the special needs units. The project also retains a small Capitalized Operating Subsidy Reserve (COSR) as well as a Transition Reserve.

Throughout the grant period, HHSA will work closely with RCHDC to identify additional opportunities to leverage federal tax credits to support housing for PHC Medi-Cal members. RCHDC's success with securing federal tax credits for its Willow Terrace project (described above) demonstrates the county's ability to use Mental Health Service Act dollars to draw down federal tax dollars. By allocating PHC grant funds for the Orr Creek Commons Project, HHSA is laying the groundwork for future projects to utilize similar drawdown strategies and serve additional PHC connected special populations.

Funding for staff providing rapid rehousing support will be recovered from other funding sources. HHSA will leverage this grant to explore other grant funding, implementation and sustainability possibilities such as Medi-Cal Administrative Activities (MAA) for some staff related activities. HHSA and the Homeless Services CoC are actively pursuing additional sources that could grow and sustain the kind of flexible funding needed for emergency housing and rapid rehousing supports.

HHSA has successfully administered a variety of federal-, state-, and foundation-funded programs, which bodes well for future success in securing funding. Potential funding sources for completion of additional related projects include the California Department of Housing and Community Development's Housing Program and No Place Like Home competitive funds. HHSA will also be able to use PHC funds to strengthen applications for other state funding and federal tax credits.

10. Organizational Capacity

As the applicant, HHSA brings to the project its expertise and a strong commitment to expanding access to housing for homeless people. HHSA's mission is to work in partnership with the community to support and empower families and individuals to live healthy, safe, and sustainable lives in healthy environments, through advocacy, services and policy development. The Mendocino County Board of Supervisors established HHSA in March 2006, merging three County Agencies—Social Services, Mental Health, and Public Health, including Alcohol and

Other Drug Programs. In 2011, HHSA again restructured, giving birth to the Behavioral Health and Recovery Services Department that combines Mental Health with Substance Use Disorder treatment.

HHSA is the lead agency for the county's CoC, which is facilitated by HHSA's Social Services Branch. MOUs have been developed and are in effect among CoC partners; the Coordinated Entry System and the HMIS are well established; and housing resources have been inventoried. CoC partners implement a range of programs that benefit homeless individuals and families. These include: Coordinated Entry System; services for runaway and homeless youth; services for victims of violence; Housing Opportunities for Persons with AIDS; Temporary Assistance for Needy Families; and other housing and service programs funded through Federal, State, and local resources. HHSA has gained experience with providing permanent supportive housing through Mental Health Services Act programs and is now providing services through the Whole Person Care Project.

The project will be implemented within the HHSA structure, with all staff positions provided in kind as match. Tammy Moss Chandler, HHSA Director, will provide overall guidance and direction. The Senior Program Manager over HHSA's Housing Options Mendocino (HOME) Program, will dedicate time as Project Director and Social Services will provide the support staff to develop and manage contracts with project partners and accurate reporting to PHC.

11. Anticipated Challenges and Mitigation Strategies

HHSA foresees minimal challenges to implementation of the proposed project activities.

Potential challenges that may arise are described below.

- **Unexpected barriers.** Every construction project can be subject to unanticipated delays and cost overruns. However, HHSA and RCHDC anticipate minimal delays for these reasons, because of RCHDC's extensive experience and success with similar projects.
- **Rapid rehousing processes need to be coordinated by CoC partners.** Time and effort will be required to develop standardized criteria and processes for identifying potential recipients and delivering rapid rehousing support. This will be the responsibility of the HOME Program Manager, who has already initiated this process.



Budget for Innovation Grants on Housing

Organization/Contractor: Mendocino County Health and Human Services Agency

Project Title: Expanding Access to Permanent Supportive Housing Project Period: 24 months

Project Director: Megan Van Sant, HOME Program Manager

Phone: 707-467-5963

Email: vansantm@mendocinocounty.org

A. Project Staff Salary and Benefits

Name	Title	Salary	Benefits	FTE%	Total
NONE					
Total Salary and Benefits					\$0

B. Other Direct Costs

Item	Description/Justification	Total
Rapid rehousing	Financial assistance with rent, moving costs, rent application fees, security deposits and last month rent, utility deposit, and/or utility payments averaging \$1,500-\$3,000 per family, impacting up to 50 individuals.	\$37,504
Total Other Direct Costs		\$37,504

C. Subcontract(s)

Organization	Contact Person	Activity	Total
RCHDC	Brad McDonald	Development of Orr Creek Commons	\$579,900
Total Subcontract(s)			\$579,900

Megan Van Sant	May 2, 2019	TOTAL BUDGET REQUEST	\$617,404
Project Director	Date		

BUDGET NARRATIVE

HHSA is requesting \$617,404 in PHC grant funds.

Budget Request = \$617,404

Staff Salary and Benefits: NONE REQUESTED

Other Direct Costs: \$37,504

- Financial assistance with rent, moving costs, rent application fees, security deposits and last month rent, utility deposit, and/or utility payments averaging \$870/person for families with children who are homeless or at risk of homelessness. This funding will be focused on assistance to families that have minimal barriers to preventing homelessness, such as paying the first month rent on a new apartment. HHSA estimates that assistance to these families will average \$1,500 - \$3,000 per family, and that grant funds will impact up to 50 individuals who are Medi-Cal beneficiaries and PHC members.

Subcontracts = \$579,900

RCHDC = \$579,900

- Development of Orr Creek Commons mixed-use housing project, Phase I, consisting of 40-units, with 10-units set aside for Social Services connected services including APS, CPS and CalWorks clients who are homeless or at risk of homelessness. To ensure the timely completion of the funding and project, HHSA requests that grant funds be disbursed in a single lump sum payment for RCHDC's loan closing.

Matching Contributions = \$4,100,000 secured to date

RCHDC has projected a total budget of \$16,687,922 including PHC's funding for Phase I of the Orr Creek Commons Project as follows:

- HOME - \$3,776,821
- Partnership HealthPlan of California (PHC) - \$579,900
- Redwood Coast Regional Center - \$500,000
- 20 Housing Choice Vouchers through Mendocino County Community Development Commission
- 9% Tax Credits

Committed funds to date total more than \$4,200,000.

Leveraged Funds

The project funding gap of approximately \$12 Million is expected to be secured through federal tax credits that will be applied for and leveraged after receipt of the PHC grant. HHSA is actively working with RCHDC to provide a supportive services agreement for their July 2019 tax credit application, and working closely to identify and leverage new funding sources for the additional 40 units that will comprise Phase II of Orr Creek Commons.



ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of October 22, 2018 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and MENDOCINO COUNTY through its HEALTH AND HUMAN SERVICES AGENCY (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and MENDOCINO COUNTY through its HEALTH AND HUMAN SERVICES AGENCY may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective October 22, 2018 (“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. “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 MENDOCINO COUNTY through its HEALTH AND HUMAN SERVICES AGENCY.
- 2.2 Covered Entity. “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. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- 2.4 Services. “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. Business Associate shall indemnify the Plan 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 June 17, 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: _____

Title: _____

Date: _____


Elizabeth Gibbooney
CEO
7/2/19


**MENDOCINO COUNTY through its HEALTH
AND HUMAN SERVICES AGENCY**

By: _____

Print Name: _____

Title: _____

Date: _____


Tammy Moss Chandler
HHSA Director
6/20/19

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Tammy Moss Chandler
Tammy Moss Chandler, HHSA Director

Date: 6/20/19

Grant: ☒ Yes ☐ No

Grant No: ME-001PHC-18

COUNTY OF MENDOCINO

By: Carre Brown
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: JUL 24 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen
Deputy JUL 25 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen
Deputy JUL 25 2019

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 6/25/19

CONTRACTOR/COMPANY NAME

By: Elizabeth Gibboney
Elizabeth Gibboney, CEO

Date: 7/2/19

NAME AND ADDRESS OF CONTRACTOR:

Partnership HealthPlan of California

4665 Business Center Dr.

Fairfield, CA 94534

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Charm M-E
Deputy

Date: 5/24/2019

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 6/25/19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: State



Offshoring of Protected Health Information Attestation

As a Business Associate of Partnership HealthPlan of California (PHC) you are committed to complying with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and PHC's business associate agreement. Please indicate below your compliance with the requirements of HIPAA, HITECH, and PHC's business associate agreement.

Name of Business Associate:	Mendocino County Health and Human Service Agency
Type of Service(s) Provided:	Social, Public Health, and Behavioral Health and Recovery Services
Please provide the proper contact information relating to the protection of health information for the following:	
First Point of Contact Name, Title:	Tammy Moss Chandler, HHSA Director
First Point of Contact Mailing Address:	P.O. Box 1060, Ukiah, CA 95482
First Point of Contact Phone:	707-463-7774
First Point of Contact Fax:	
First Point of Contact Email:	chandler@mendocinocounty.org
Second Point of Contact Name, Title:	Mary Alice Willeford, Public Health Fiscal Manager
Second Point of Contact Mailing Address:	1120 S. Dora Street, Ukiah, CA 95482
Second Point of Contact Phone:	707-472-2374
Second Point of Contact Fax:	707-463-4043
Second Point of Contact Email:	willefom@mendocinocounty.org
Website URL:	

Part I. Offshore Inquiry

Does the Business Associate handle any of PHC's protected health information (PHI) offshore?
The term offshore refers to any country that is not within the United States or one of the United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).

☐ Yes
☒ No

If "Yes," please provide the following information:

Offshore country:

Offshore address:

Describe offshore activities related to PHI (e.g. call center, claims processing):

Does the Business Associate utilize offshore subcontractors that will handle any PHC PHI?
Subcontractors that are considered offshore can be either American-owned companies with certain portions of their operations performed outside the United States or foreign-owned companies with their operations performed outside the United States. Offshore subcontractors provide services that are performed by workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies.

☐ Yes
☒ No

If the response to either question above is "Yes," do any of the offshore activities, either directly or through subcontracting, involve the processing, handling, or accessing of PHC's PHI?

If "Yes," the survey is complete. Please sign and return to the PHC Contract Administration Unit. Addresses are at the end of this document.

If "No," continue filling out the form.

This form must be completed in full for each new offshore subcontractor that handles PHI and sent to PHC within 30 calendar days from the date the contract is signed with the offshore subcontractor to PHC. Complete the form in full and provide to PHC in the event that the Organization itself begins providing offshore services.

Part II. Offshore Subcontractor Information

Enter requested information consecutively for each subcontractor in the area provided. Also, provide the Business Associate's information if offshore services are provided by the Organization itself.

Offshore subcontractor name:
Offshore subcontractor country:
Offshore subcontractor address:
Describe offshore contractor functions:
Proposed or actual effective date for
offshore subcontractor (MM/DD/YY):

Part III. Precautions for offshore PHI

Describe the PHI that will be provided
to the offshore subcontractor or utilized
in the offshore arrangement:


Discuss why providing PHI is necessary
to accomplish the objectives of the
offshore arrangement:

Describe alternatives considered to
avoid providing PHI, and why each
alternative was rejected:

Part IV. Attestation of safeguards to protect PHI offshore

The offshore arrangement has policies and procedures in place to ensure that PHC beneficiary PHI remains secure.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The offshore arrangement has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The offshore arrangement prohibits subcontractor's access to PHC beneficiary PHI data not associated with the Business Associate's contract with the offshore subcontractor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The offshore arrangement includes all requirements outlined in PHC's business associate agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No

By signature, I certify that the information provided here is true and correct and I understand that the Office for Civil Rights and/or PHC may request additional information to substantiate the statements made in this attestation:

Signature:  Date: 6/20/19

Print Name:	Tammy Moss Chandler	Title:	HHSA Director
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Upon completion, submit the completed form using one of the following methods:

Fax: (707) 639-5502 Attn: PMO Contract Manager	Email: ContractAdmin@partnershiphp.org	Mail: Partnership HealthPlan of California Attn: PMO Contract Manager 4665 Business Center Drive Fairfield, CA 94534
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