



Housing and Homeless Incentive Program Funding Agreement

The Santa Barbara San Luis Obispo Regional Health Authority, dba, CenCal Health (“CenCal Health”) and the County of Santa Barbara (“Participant”), enter into this Housing and Homeless Incentive Program Funding Agreement (the “Agreement”) on January 24, 2023 (the “Effective Date”) with reference to the following facts:

WHEREAS, CenCal Health, a local public entity, is contracted with the State of California, Department of Health Care Services (“DHCS”) to manage the healthcare needs of Medi-Cal members who reside in Santa Barbara and San Luis Obispo Counties;

WHEREAS, DHCS has implemented the Housing and Homeless Incentive Program (“HHIP”) for the Medi-Cal population, which is a voluntary incentive program that enables health plans to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities;

WHEREAS, the goals of HHIP are to:

- Reduce and prevent homelessness; and
- Ensure Medi-Cal managed care plans develop the necessary capacity and partnerships to connect their members to needed housing services (collectively, the “Objectives”);

WHEREAS, CenCal Health is required to comply with DHCS requirements in order to earn incentive payments, which will be based on the successful completion and achievement of program measures, its local homelessness plan (“LHP”), and its investment plan (“IP”);

WHEREAS, DHCS expects, and CenCal Health desires, to work closely with applicable local partners in CenCal Health’s efforts to meet the program’s goals and to report on measures; and

WHEREAS, Participant desires to partner with CenCal Health in order to earn incentive funds to work towards and achieve the Objectives, as further detailed in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. Rights and Obligations of Participant

a. HHIP Incentive Funds.

- i. Participant’s use of the HHIP incentive funds (the “HHIP Funds”) shall comply and be consistent with the activities and purpose(s) stated in Attachment A, Statement of Work, attached hereto and incorporated herein by this reference (“Statement of Work”). The Statement of Work shall outline the Participant’s responsibilities and outcomes, as well as Participant’s ability and capacity to meet the stated outcomes.



- ii. Use of HHIP Funds must commence within six (6) months of receipt from CenCal Health, and all HHIP Funds shall be expended within twenty-four (24) months of receipt. In the event all the HHIP Funds are not utilized within this time frame, Participant shall return the remaining HHIP Funds to CenCal Health or submit a written request for extension.
 - iii. In the event Participant desires to use HHIP Funds in an alternative manner than the purposes described in Attachment A, Participant shall submit a written request for preapproval of such changed use. Participant understands that any changed use must support the LHP and IP and further the Objectives, in order to be eligible for approval.
 - iv. Any review, action, approval, denial, or request for additional information by CenCal Health pursuant to Subsection (iii) above, may be granted, withheld, or made at CenCal Health's sole discretion.

- b. Reporting Requirements.
 - i. Participant shall submit interim progress reports every three (3) months, or as otherwise requested by CenCal Health, detailing the use of HHIP Funds and evaluating the progress and outcomes. The reporting format shall follow CenCal Health's reporting template or reporting instructions, which shall be made available prior to the due date of Participant's first progress report. Upon use of all funds, Participant shall submit a final report to CenCal Health within three (3) months.
 - ii. In order to demonstrate progress and success in the required metrics, Participant shall input relevant data into the Health Management Information System ("HMIS") to collect and track necessary data on homeless members.

- c. Representation and Warranties.
 - i. Participant represents and warrants the following:
 - 1. That Participant shall utilize the HHIP Funds to further the Objectives and consistent with the uses and purposes stated in Attachment A.
 - 2. That Participant is not listed on the Office of Inspector General for the Department of Health and Human Services' Cumulative Sanctions list (List of Excluded Individuals and Entities), Medi-Cal Suspended and Ineligible Provider List, or such other debarment list relating to state or federal health care programs. Participant understands that should Participant be listed on any such debarment or exclusion list, CenCal Health is prohibited from paying Participant and any payments made shall be recouped in accordance with applicable law and regulation.



3. That Participant is in good standing and has no history of, nor is being investigated for, fraud, embezzlement, misuse or misappropriation of grant funds or property.
 - ii. In the event CenCal Health discovers the above representations were falsely made, or discovers any breach of the above warranties, this Agreement is considered void and CenCal Health shall be authorized to recoup HHIP Funds from Participant.
 - d. Record Retention. Participant shall maintain all records, files, and documentation that document the use of HHIP Funds for a period of not less than ten (10) years from the close of the calendar year in which this Agreement was in effect. Participant shall cooperate and provide access to any and all such records, files and documentation upon demand of CenCal Health or DHCS.
 - e. Non-Duplication of Funds. Participant shall ensure that HHIP Funds received by CenCal Health are not duplicate funds received from DHCS or other such grant, where DHCS and/or grant requirements prohibit obtaining multiple sources of funding to be used towards the same service(s).
 - f. DHCS Requirements. Participant understands that the HHIP is a state program under DHCS. Any change in requirement, discontinuation, or demand for repayment by DHCS shall be the responsibility of Participant.
2. **Rights and Obligations of CenCal Health**
- a. Distribution of Funds. Funding under this Agreement will be specified in Attachment A. The distribution of funds will be in accordance with the terms of the LHP and IP. Funds received by DHCS are based on CenCal Health and Participant meeting specified performance metrics. Subject to receipt of funds from DHCS for meeting such performance metrics, CenCal Health shall provide funds to Participant within thirty (30) days of full execution of this Agreement. CenCal Health shall send HHIP Funds to:

County of Santa Barbara Community Services Department
Housing and Community Development Division
Attention Kimberlee Albers, Homeless Assistance Program Manager
123 E. Anapamu Street
Santa Barbara, CA 93101

Participant acknowledges and agrees that payments under this Agreement are subject to reduction or termination without penalty to CenCal Health, in whole or in part, subject to the availability of funding by DHCS, as further described in Subsection (c) below. In the



event additional funds are received from DHCS, this Agreement may be amended to account for additional funding.

- b. Audit Rights. CenCal Health, DHCS, or designees of either party, shall have the right to audit Participant's use of HHIP Funds awarded under this Agreement. In the event that verified audit results demonstrate that HHIP Funds were not used for the purposes described in Attachment A (or uses subsequently approved in writing), are unverifiable, or were otherwise used in violation of this Agreement or applicable law ("Misused HHIP Funds"), then such Misused HHIP Funds shall be subject to recoupment by CenCal Health or DHCS. Upon written notice by CenCal Health or DHCS to Participant detailing the amounts of such Misused HHIP Funds, the reason(s) such expenditures constitute Misused HHIP Funds, and the audit results demonstrating same, Participant agrees to refund such Misused HHIP Funds to CenCal Health within thirty (30) days of Participant's receipt of such written recoupment request, subject to Participant's verification of the accuracy of such audit results.

- c. Non-Appropriation of Funds. It is mutually agreed and understood that the obligation of CenCal Health to provide the HHIP Funds to Participant hereunder is limited by and contingent upon the availability of funds from DHCS. In the event such funds are not forthcoming for any reason, this Agreement shall be rendered null and void and CenCal Health shall immediately notify Participant in writing. This Agreement shall be deemed terminated and of no further force and effect immediately upon CenCal Health's notification to Participant or such timeframe as otherwise stated in the notification.

3. **Rights and Obligations of Both Parties**

- a. Insurance Requirements. Each party hereto agrees to continuously maintain insurance coverages, at its sole cost and expense, as required for such party's normal course of business, including general liability and professional liability coverages, and any other coverage that such party deems prudent and customary in the exercise of business operations. Such insurance policies shall be in amounts as may be necessary to provide adequate coverage in the discharge of such party's responsibilities and obligations under this Agreement. Upon receipt of written request from CenCal Health, Participant shall furnish CenCal Health with evidence of such insurance coverage.

- b. Party Representatives. Each party shall designate a primary liaison between Participant and CenCal Health (the "Representative") to serve as the lead contact for such party.
 - i. CenCal Health's Representative shall be:

CenCal Health
c/o Christy Nichols
Community Relations Specialist
4050 Calle Real



Santa Barbara, California 93110
(805) 685-9525 x1903
cnichols@cencalhealth.org
www.CenCalHealth.org

ii. Participant's Representative shall be:

County of Santa Barbara, Community Services Department
Kimberlee Albers, Homeless Services Program Director
123 E. Anapamu Street
Santa Barbara, CA 93101
805.695.6333
kalbers@countyofsb.org
<https://www.countyofsb.org/494/Housing-Community-Development>

- c. Compliance with Law. Each of the parties hereto shall comply with all applicable local, state, and federal laws, regulations and guidelines which pertain to such party's respective rights, responsibilities, and actions under this Agreement, whether now in effect or hereafter enacted during the term of this Agreement.
- d. Indemnification. Each of the parties hereto shall indemnify, defend, and hold harmless the other party hereto from any and all liability, loss, settlement, claim, demand, and expense arising from third-party claims relating to such indemnifying party's performance or omission of any act under this Agreement.

4. General Provisions

- a. The term of this Agreement shall commence on the Effective Date and continue in effect until all HHIP Funds provided to Participant hereunder have been utilized and all reporting requirements fulfilled by Participant, or such other termination date as mutually agreed to by both parties hereto. If necessary, the parties hereto may mutually agree to extend the term of the Agreement by a written amendment to this Agreement. Either party hereto may terminate this Agreement, for no cause or for convenience, upon sixty (60) days' prior written notice to the other party hereto in accordance with Section 4.d, below. In such event, the parties hereto shall reconcile the funding due or owed to either party hereto by the other party hereto through verifying actions completed by Participant, consistent with Attachment A, and review of each party's documentary evidence regarding same.
- b. The parties shall comply with applicable conflict of interest laws and regulations, including without limitation, the California Political Reform Act (Government Code Section 81000 *et seq.*) and Government Code Section 1090 *et seq.*, as applicable. Any implicated voting member, or principal directly involved in the performance of this Agreement, of either party, shall not acquire any interest which would result in a conflict of interest.



- c. Participant and CenCal Health shall not discriminate in the performance of this Agreement, or related services hereunder, on the basis of age, race, ethnic group identification, ancestry, color, creed, religion, gender, sex, sexual orientation, marital status, national origin, health status, genetic information or characteristics, physical and/or mental disability, medical condition, income level, source of payment, or identification with any other persons or groups defined in Penal Code Section 422.56, in the performance of this Agreement, and, to the extent applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).
- d. Unless expressly provided otherwise, all notices will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed to the other party's Representative as identified in Section 3.b, above. Any legal notices to CenCal Health shall require a copy to CenCal Health's General Counsel, at the address provided for CenCal Health in Section 3.b.i., above.
- e. The parties hereto are independent contractors. Neither party hereto has or shall have the power or authority to act on behalf of the other party hereto as its agent. Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers, or agents of or with each other, nor shall either party so represent itself.
- f. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement.
- g. Any modifications to the terms of this Agreement must be in writing and signed by both of the parties hereto. The unenforceability or invalidity of any Section or provision of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
- h. This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, by operation of law or otherwise, pledged, or hypothecated in any way by Participant or CenCal Health, and shall not be subject to execution, attachment or similar process, without the prior written consent of the other party.
- i. Any and all disputes arising in relation to this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. The provisions of the Government Claims Act (California Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the applicable courts located in the county of Santa Barbara, State of California.
- j. Unless otherwise provided herein, the rights and obligations of any party hereto which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement.



- k. It is understood and acknowledged by each of the parties hereto that each of the parties hereto is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act.
- l. The failure of either party hereto, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party hereto does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.
- m. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date:

County of Santa Barbara Community Services
Department
Housing and Community Development Division
Kimberlee Albers

CENCAL HEALTH

Marina G. Owen

By:
Title:

By:
Chief Executive Officer

Date

Date



ATTACHMENT A

STATEMENT OF WORK

The County of Santa Barbara Community Services Department within the Housing and Community Development Division located at 123 E. Anapamu Street, Santa Barbara, CA 93101 is contracting with CenCal Health, located at 4050 Calle Real, Santa Barbara, CA 93110 for the services and deliverables listed below. Data for all services and deliverables rendered will be collected for in reports for the Housing and Homeless Incentive Program.

2023 PIT Costs \$60,000

The Point-in-Time (PIT) Count is a count of sheltered and unsheltered people throughout the county experiencing homelessness on a single night in January. To implement the PIT count, the County will collaborate with the following partners to ensure a smooth and successful event.

- Contracting with Santa Barbara Alliance for community Transformation (SBACT) to improve execution - \$30,000
- People with Lived Experience (PLE) stipends for ongoing engagement and PIT planning efforts. Stipends are paid at the living wage of \$25/hr - \$20,000
- Survey incentives gift cards including \$5 McDonalds food cards and \$50 Visa cards for Lived-Experience guides on day of count - \$10,000

HMIS Support \$240,000

The HMIS Support number above is based on a two-year period wherein the Homeless Management Information System (HMIS) and Coordinated Entry System will be relied on as the systems to track HHIP measures and Community Supports (CS) referrals while a health data exchange is implemented. The amount includes one full-time employee for two years, programming, configuration, and HMIS vendor costs. To support these systems, the County will:

- Provide timely alerts when a CenCal Health member experiences a change in housing status
- Implement system enhancements
- Provide reporting and referral tracking for HHIP measures
- Provide technical assistance and support for new and existing ECM, CS and HHIP providers with accurate data entry and system use
- Track housing placements and retention of CenCal Health members
- Provide on-site support for Doctors without Walls or others who may need data to be entered on their behalf
- Licenses for additional users

Coordinated Entry System (CES) Support \$260,000



CES is a county-wide system to standardize and expedite the process by which people experiencing homelessness or who are at risk of homelessness have fair and equal access to housing and assistance based on their strengths and needs. The CES Support amount listed above includes one full-time employee for two years. In order to support CenCal Health members' access to CES, the County will provide the following services:

- Incorporating health utilization in prioritization
- Increasing access, and address barriers to access for CenCal Health members
- Integration of ECM, CS or HHIP providers not familiar with system
- Creating consistency of referral tracking by proper oversight of entry points
- Addressing disparities and equity in service delivery
- Incorporating language services
- Referral management and housing progress tracking
- 211 liaison, training and troubleshooting
- Convene providers for CES learning collaborative and dialoguing on process improvements on a quarterly basis during the term of this Agreement.

The total amount of HHIP Funding requested by the County is **\$560,000.**