



Housing and Homeless Incentive Program Funding Agreement

The Santa Barbara San Luis Obispo Regional Health Authority, dba, CenCal Health (“CenCal Health”) located at 4050 Calle Real, Santa Barbara, CA 93110, and County of Santa Barbara, Community Services Department (“Participant”), located at 123 E. Anapamu Street, Santa Barbara, CA 93101, enter into this Housing and Homeless Incentive Program Funding Agreement (the “Agreement”) on the date of the last execution signature (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 implemented the Housing and Homeless Incentive Program (“HHIP”) for the Medi-Cal population, which was a voluntary incentive program that enabled 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, DHCS expects, and CenCal Health desires, to work closely with applicable local partners in CenCal Health’s efforts to meet HHIP program’s goals and to report on measures; and

WHEREAS, Participant commits to partner with CenCal Health to achieve the Objectives, as further detailed in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties 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. 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 fifty-four (54) 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 further the HHIP 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 reporting measures, Participant shall input relevant data into the Homeless 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 was 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. CenCal Health shall provide funds to Participant within forty-five (45) days of full execution of this Agreement. CenCal Health shall send HHIP Funds to:

County of Santa Barbara, Community Services Department
Attention: Emily Allen, Homelessness Assistance Program Manager (Interim)
123 E. Anapamu Street
Santa Barbara, CA 93101

- 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. Audit results showing that funds were not used for the purposes described in Attachment A (or subsequent written approved uses), are unverifiable, or otherwise show evidence of misuse, shall be subject to recoupment by CenCal Health or DHCS. Upon written notice to Participant, Participant agrees to refund such monies to CenCal Health within thirty (30) days of written request.
- c. Non-Appropriation of Funds. It is mutually agreed and understood that the obligation of CenCal Health is limited by and contingent upon the availability of funds. 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 agrees to continuously maintain insurance coverages, at its sole cost and expense, as required for their normal course of business, including general liability and professional liability coverages, and any other coverage that each 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 its responsibilities and obligations under this Agreement. Upon request, 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 each party.

i. CenCal Health's Representative shall be:

CenCal Health
c/o Christy Nichols
Program Development 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
Emily Allen, Homelessness Assistance Program Manager (Interim)
123 E. Anapamu Street
Santa Barbara, CA 93101
805.403.5224
Eallen@countyofsb.org
www.countyofsb.org/494/Housing-Community-Development

- c. Compliance with Law. The parties shall comply with all applicable local, state, and federal laws, regulations and guidelines, which pertain to their respective rights, responsibilities, and actions under this Agreement, now in effect or hereafter enacted.

- d. Indemnification. Participant shall indemnify, defend, and hold harmless CenCal Health from any and all liability, loss, settlement, claim, demand, and expense, arising from third party claims relating to Participant'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 funds have been utilized and all reporting requirements fulfilled by Participant, or such other termination date as mutually agreed to by both parties. If necessary, the parties may mutually agree to extend the term of the Agreement by a written amendment. Either party may

- terminate this Agreement, for no cause or for convenience, upon sixty (60) days prior written notice to the other party in accordance with Section 4.d. In such event, the parties shall reconcile the funding due or owed to either party through verifying actions completed by Participant, consistent with Attachment A, and review of Participant's documentary evidence.
- b. The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
 - c. Participant and CenCal Health shall not discriminate in performance of this Agreement, or related services thereunder, 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 they shall be found to be 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. Any legal notices to CenCal Health shall require a copy to General Counsel.
 - e. The parties are independent contractors. Neither party has the power or authority to act on behalf of the other party 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 the parties herein. 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, pledged, or hypothecated in any way by Participant or CenCal Health, and shall not be subject to execution, attachment or similar process, without the 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 counties of San Luis Obispo or Santa Barbara, State of California.

- j. Unless otherwise provided herein, the rights and obligations of any party 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 Participant that CenCal Health 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. Participant shall not issue any press release concerning the HHIP Funds provided hereunder or publicly identify CenCal Health as the provider of such HHIP Funds without CenCal Health's prior written consent. Participant shall not use any trade name, trademark, service mark, logo or slogan of CenCal Health without CenCal Health's prior written consent in each instance.
- m. The failure of either party, 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 does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.
- n. 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**
Jesús Armas

CENCAL HEALTH
Marina G. Owen

By:
Director, Community Services Department

By:
Chief Executive Officer

Date

Date



Attachment A: Statement of Work

County of Santa Barbara, Community Services Department HHIP Grant: CoC Transformation and Sustainable Solutions

County of Santa Barbara, Community Services Department, 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 the Housing and Homeless Incentive Program reports.

I. SUSTAINABLE SOLUTIONS GRANT - SERVICES AND DELIVERABLES TO BE PROVIDED BY COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:

Services and Deliverables

To successfully reach the HHIP goals and objectives, County of Santa Barbara, Community Services Department will use the HHIP funding in Santa Barbara County to:

1. \$200,000: Prevent homelessness by hiring and retaining 0.5 Full-Time Employee (FTE) Program Manager and 0.5 FTE Coordinated Entry System (CES) staff to implement the Prevention, Diversion, and Rehousing (PDR) Program. Staff operate a bilingual housing access line to quickly engage clients to prevent loss of housing.
2. Screen all clients for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility and Medi-Cal enrollment.
3. Refer eligible clients to Enhanced Care Management and/or Community Supports services.
4. Enter all data into HMIS/CES.

Reporting Measures

Success of the deliverables will be determined through the following data:

1. 150 households experiencing homelessness or at risk of homelessness served
2. 70% (105 out of 150) of households receiving prevention services retained housing or were re-housed
3. 60% (90 out of 150) of households receiving diversion and re-housing services obtained permanent housing
4. 80% (120 out of 150) of adult participants increased earned income or cash benefits at project exit
5. 80% (120 out of 150) of project participants entering permanent housing retained permanent housing at 1 year



II. TRANSFORMATION GRANT - SERVICES AND DELIVERABLES TO BE PROVIDED BY COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:

Services and Deliverables

To successfully reach the HHIP goals and objectives, County of Santa Barbara, Community Services Department will use the HHIP funding in Santa Barbara County to:

1. \$1,500,000: Increase housing stock by sustaining services and operations for La Posada, a temporary interim supportive housing community with 80 cabins for people experiencing homelessness moving from encampments and persons eligible under Behavioral Health Bridge Housing, many of whom will have been homeless for extended periods of time and have a permanent disability. Good Samaritan Shelter is the contracted service provider.
2. \$1,500,000: Increase housing stock by sustaining services and operations for Hope Village, a temporary interim supportive housing community with 94 rooms for adult individuals, couples, and transitional age youth ages 18-24. Good Samaritan Shelter is the contracted service provider.
3. \$860,425: Enhance collaboration across all homeless service providers by upgrading and improving the HMIS system
 - o \$741,500: Basic software licensing and use costs
 - o \$118,925: One-time migration costs
4. Screen all clients for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility and Medi-Cal enrollment.
5. Refer eligible clients to Enhanced Care Management and/or Community Supports services.
6. Enter all data into HMIS/CES.

Reporting Measures

Success of the deliverables will be determined through the following data:

La Posada and Hope Village Transitional Housing Projects:

1. 200 individuals served annually
2. 40% (80 out of 200) of participants moved into permanent housing at exit
3. 15% (30 out of 200) of participants gained new or increasing existing income at exit
4. 70% (140 out of 200) of adult participants obtained non-cash benefits at exit
5. 85% (68 out of 80) of participants who moved into permanent housing remained housed for 1 year
6. 50% (100 out of 200) of participants linked to a Cal-AIM Community Supports or Enhanced Care Management program
7. 100% (200 out of 200) screened for Medi-Cal eligibility and received assistance with Medi-Cal enrollment

HMIS software conversion

1. Contracted with new HMIS vendor
2. Purchased and implemented new HMIS system
3. 300 HMIS end users supported with high-quality data (less than 5% error)

4. Tracked System Performance Measures data for 5 years:
- Length of time persons remained homeless
 - Extent to which persons exit homelessness into permanent housing return to homelessness
 - Jobs and income growth for homeless persons
 - Number of persons who become homeless for the first time
 - Successful permanent housing placement

Disbursements

Funding will be disbursed in 2 installments, according to the following actions:

	PDR Hotline	La Posada and Hope Village	HMIS software conversion	Installment totals	Disbursement requirement
Installment 1	\$100,000	\$1,500,000	\$741,500	\$2,341,500	Signed Funding Agreement
Installment 2	\$100,000	\$1,500,000	\$118,925	\$1,718,925	<p>PDR Hotline</p> <ol style="list-style-type: none"> 75 households at risk of homelessness or experiencing homelessness served 70% (53 out of 75) households receiving prevention services retained housing or were re-housed 60% (45 out of 75) households receiving diversion and re-housing services obtained permanent housing Spent 60% of installment 1 <p>La Posada/Hope Village</p> <ol style="list-style-type: none"> 200 individuals served in first year 20% (40/200) participants moved into permanent housing 85% (34/40) of participants who

					<p>moved into permanent housing remained housed for 1 year</p> <p>4. Spent 60% of installment 1</p> <p>HMIS Software</p> <p>1. Contracted with HMIS vendor</p> <p>2. Purchased Basic software license</p> <p>3. HMIS software migration reached 50%</p> <p>4. Spent 60% of installment 1</p>
TOTAL	\$200,000	\$ 3,000,000	\$860,425	\$4,060,425	