RESOLUTION - ACTION REQUESTED 2021-294

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Letter of Commitment and MOU for CMSP-LICN Grant

RECOMMENDATION AND JUSTIFICATION:
Approve the Letter of Commitment and Memorandum of Understanding between Mariposa County Health and Human Services Agency and the Alliance for Community Transformations for the County Medical Services Plan for Local Indigent Care Needs (CMSP LICN) Program; and authorize the Director of Mariposa County Health and Human Services Agency to sign the Letter of Commitment and Memorandum of Understanding.

The Letter of Commitment and Memorandum of Understanding confirm Mariposa County Health and Human Services Agency’s (HHSA) commitment to partnering with the Alliance for Community Transformations (Alliance) in the pursuit of a CMSP LICN grant. HHSA understands that, through this project, Alliance intends to improve timely access to medical and social support services through client navigation, transportation assistance, and efficient collaborative referral partnerships.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
HHSA has a long history of partnering with and supporting the work of Alliance to address housing issues and in supporting our homeless community. Our teams regularly meet together to coordinate case management and services to ensure our efforts are not duplicated and that clients do not fall through the cracks. Additionally, HHSA has provided funding to the Alliance for nearly 10 years to support its work in our community. We believe that Alliance is qualified to implement the proposed project based on past successes, demonstrated ability to pilot new programs, and prudent resource management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
An opportunity to collaborate for the betterment of the community and its members will be lost.

FINANCIAL IMPACT:
None

ATTACHMENTS:
CMSP MOU MCHHSA (DOCX)
Letter of commitment - Human Services MOU in place (DOCX)
Letter of commitment - Human Services MOU in progress (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
Memorandum of Understanding
Between
Mariposa Heritage House
A Program of Alliance for Community Transformations
And
Mariposa County Health and Human Services Agency

I. Purpose:

This operational MOU outlines the partnership between Mariposa County Health and Human Services Agency (MCHHSA) and Mariposa Heritage House (MHH), a program of Alliance for Community Transformations (Alliance), through funding provided by Community Medical Services Program- Local Indigent Care Need Grant Program. Both parties agree on the mutual goal of partnering to provide maximum available assistance for adults experiencing houselessness, are at risk of becoming houseless, or have recently been released from incarceration that have complex health and behavioral health needs.

II. Terms of MOU

This MOU shall begin once funded (estimated September 1, 2021) and continue for three years.

III. Modification of MOU

Notwithstanding any of the provisions of this MOU, the parties may agree to amend this Agreement. However, no alternation or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IV. Termination “At Will”

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

This MOU will be automatically terminated should this project not be funded.

V. Mariposa Heritage House agrees to coordinate the following:

- Hire, supervise, and train one Full-time Equivalent Healthcare Navigator.
- Provide care coordination and systems navigation for referred patients.
- Coordinate staff trainings annually or more often as needed.
- Provide scheduled transportation to patients enrolled in navigation program as availability allows.
- Work with MCHHSA staff to expand referral processes.
- Coordinate quarterly team meetings to review and evaluate project progress.
- Maintain records of services.
VII. Mariposa County Health and Human Services agrees to the following:

- Participate in quarterly project meetings.
- Identify main points of contact for the Healthcare Navigator to communicate with regarding appointments and services.
- Identify main points of contact for the Healthcare Navigator to work with to expand referral processes from MCHHSA to the Alliance.
- Work with the Healthcare Navigator to coordinate annual staff trainings.
- Partner with the Alliance toward project sustainability.

VIII. Insurance

- Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. MCHHSA shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
- Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.
- Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against MCHHSA.
- Insurance is to be primary and non-contributory with any insurance of MCHHSA and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of MCHHSA.
- Each of the above required policies shall be endorsed to provide MCHHSA with thirty (30) days prior written notice of cancellation. MCHHSA is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Alliance to furnish insurance during the term of this Agreement.
- If Alliance uses Sub-Contractors or others to perform work under this MOU, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to Alliance’s required insurance coverage, or required by Alliance to comply with equivalent insurance and conditions of this Section.

IX. Indemnification

Alliance has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, MCHHSA and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney’s fees, costs, experts’ fees and expenses of whatsoever kind or nature, at any time
arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Alliance.

Alliance’s liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of Alliance, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of MCHHSA. This duty shall arise at the first claim or allegation of liability against MCHHSA. Alliance will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

X. Confidentiality

- Alliance must require its employees and all persons performing services at its direction to comply with the policies and procedures of the Alliance regarding client confidentiality.
- All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program unless proper releases have been signed.
- No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- Alliance will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions.

XI. Independent Contractor

It is mutually understood and agreed that Alliance is an independent Contractor in the performance of the work duties and obligations devolving upon Alliance under this Agreement. MCHHSA shall neither have, nor exercise any control or direction over the methods by which Alliance shall perform the assigned work and functions. The contractual interest of MCHHSA is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Alliance shall hold MCHHSA harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to Alliance, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Alliance, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the MCHHSA for vacation pay, sick leave,
retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Alliance shall ensure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that MCHHSA is not responsible for any benefits, coverage or payment for their efforts.

XII. Records, Information and Reports

Alliance shall maintain full and accurate records with respect to all matters covered under this Agreement.

XIII. Laws, License, Permits and Regulations

Alliance and MCHHSA agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Alliance and MCHHSA, their sub-grantees, Contractors, or sub-Contractor, and their work.

Alliance shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Mariposa and all other appropriate governmental agencies. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by MCHHSA.

XIV. Personnel

Alliance represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Alliance or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

XV. Nondiscrimination of Services

Alliance ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

- Age (40 and above),
- Ancestry,
- Color,
- Disability (Mental and Physical) including HIV and AIDS,
- Ethnic Group Identification,
- Marital Status,
- Medical Condition (cancer/genetic characteristics),
- National Origin,
- Political Belief,
- Race,
- Reasonable Accommodation,
- Religious Creed,
- Sex/Gender, or
- Sexual Orientation

This agreement is executed in the State of California, by and on behalf of the parties hereto.

Mariposa Heritage House, a program of Alliance for Community Transformations

By: __________________________
Alison Tudor
Executive Director

Date _________________________

Mariposa County Health and Human Services Agency

By: __________________________
Shannon Gadd
Director

Date ___________________________

Approved as to Legal Form:

By: __________________________
Steven W. Dahlem
County Counsel

Date 05/26/2021
May 25, 2021

County Medical Services Program Local Indigent Care Needs Grant
Letter of Commitment
RE: Alliance for Community Transformations Grant Applicant

To Whom It May Concern:

This letter of commitment, confirms Mariposa County Health and Human Services Department (MCHHSD) commits to partnering with the Alliance in their pursuit of a Local Indigent Care Needs Implementation Grant. MCHHSD understands that, through this project, the Alliance intends to improve timely access to medical and social support services through client navigation, transportation assistance, and efficient collaborative referral partnerships.

MCHHSD has a long history of partnering with and supporting the work of the Alliance to address housing issues and in supporting our homeless community. Our teams regularly meet together to coordinate case management and services to ensure our efforts are not duplicated and that clients do not fall through the cracks. Additionally, MCHHSD has provided funding to the Alliance for nearly 10 years to support their work in our community. We believe that the Alliance is qualified to implement the proposed project based on past successes, their ability to pilot new programs, and their prudent resource management.

As a key partner listed on the proposal, MCHHSD agrees to participate in the following ways:

- Provide client referrals for individuals needing support in navigating the healthcare system or who have transportation needs.
- Participate in quarterly meetings with grant partners quarterly throughout the contract period.
- Work with the Healthcare Navigator to coordinate an annual training on the program for pertinent staff.
- Partner with the Alliance toward project sustainability.

MCHHSD believes that this project will address gaps in services for our houseless community and is committed to partnering with the Alliance to ensure the project’s success.

We do hereby commit to partner with the Alliance as described above and an MOU that is in place.

For questions, please contact Shannon Gadd, Health and Human Services Agency Director at: sgadd@mariposacounty.org, 209-966-2000.

Sincerely,

Shannon Gadd

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 • 209.966.2000
May 25, 2021

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