



**Funding In Agreement #7698  
Housing and Homelessness Incentive Program**

Health Net, LLC ("Health Net") and California Health & Wellness Plan ("CHW"), sometimes collectively referred to as "the Health Plan" are pleased to inform you that it has approved an incentive payment pursuant to the Code of Federal Regulations ("CFR"), Title 42, Section 438.6(b) and the California Department of Health Care Services ("DHCS") Housing and Homelessness Incentive Program in the amount of \$220,397 to the El Dorado Opportunity Knocks Continuum of Care, ("Grantee" or "CoC"), who has designated the El Dorado County Health and Human Services Agency to act as their Administrative Entity, on the terms and conditions of this Agreement ("Agreement").

**WHEREAS:** This Agreement is made and entered into effective upon final execution by both parties ("Effective Date"), by and between the Health Plan and the El Dorado Opportunity Knocks Continuum of Care for the Housing and Homelessness Incentive Program ("HHIP"); and

**WHEREAS:** The El Dorado County Health and Human Services Agency is the Administrative Entity designated by the Grantee to receive and administer HHIP funds for Grantee related activities.

**NOW, THEREFORE,** for good and valuable consideration, the parties agree as follows:

1. **Tax Exemption Status.** If Grantee is exempt from state and/or federal taxation, Grantee will provide the Health Plan proof of such exemption upon the Health Plan's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify the Health Plan against any such taxes.

2. **Purpose of Grant.** Grantee agrees to use the entire Incentive exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A. Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of the Health Plan. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.



3. **Term of Grant.** The grant period is from final execution, through December 31, 2023 (the "Project"). Grantee shall fulfill all outlined grantee activities/deliverables/outcomes on or before the end of the grant period.

4. **Return of Incentive Funds.** The Health Plan reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if the Health Plan, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee fails to complete and/or achieve the specified grantee activities/deliverables/outcomes outlined in Exhibit A; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to the Health Plan or to this Incentive.

5. **Reports, Records, Audits and Site Visits.** Grantee shall submit written progress report(s) to the Health Plan in accordance with the due dates stated on the Incentive Summary in Exhibit A. The Health Plan is authorized to conduct audits, including on-site audits, at any time during the term of this Incentive and within four years after completion of the Project. Grantee shall allow the Health Plan and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as the Health Plan deems necessary or appropriate concerning this Incentive. Grantee shall maintain accounting records sufficient to identify the Incentive and to whom and for what purpose such funds are expended for at least four (4) years after the Incentive has been expended.

6. **Representations.** Grantee acknowledges, represents, and agrees (i) that it acts completely independently of the Health Plan and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Health Plan, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Incentive.

7. **Other Obligations.** Grantee acknowledges that the Grantee has no obligation to the Health Plan in consideration for the Incentive, other than to (i) publicly recognize the Health Plan as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with the Health Plan to enhance public awareness of the Health Plan's sponsorship of the Project, (iii) placement of the Health Plan's name and logo and a brief description of the Health Plan's sponsorship in all relevant marketing materials, collateral, social media and similar public



communications stating that the Project was made possible through the generous support of the Health Plan, (iv) permit the Health Plan to use Grantee's name, trademark, logo and other identifies in communications and publications (including internet, radio, television, etc.) in furtherance of the Health Plan's efforts to inform others of its connection to the Project, and (v) provide the Health Plan with audio, visual and/or written testimonials that promote the Health Plan's connection to the Project.

**8. Independence of the Parties.** Neither the Incentive nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

**9. Equal Employment Opportunity.** Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

**10. Immigration Act Requirements.** Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

**11. Electronic Signatures.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**12. Entire Agreement.** This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties and it constitutes the



entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties hereto.

**Agreed to: «El Dorado County Health and Human Services Agency»**

**Signature:** \_\_\_\_\_

**Name:** **Olivia Byron-Cooper, MPH**\_\_\_\_\_

**Title:** **Interim Director, Health and Human Services Agency**\_\_\_\_\_

**Date:** \_\_\_\_\_

**Agreed to: «Health Net»**

**Signature:** \_\_\_\_\_

**Name:** **Martha Santana-Chin**\_\_\_\_\_

**Title:** **Medicare & Medi-Cal President**\_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT A**

**HOUSING AND HOMELESSNESS INCENTIVE PROGRAM FUNDING SUMMARY**

<b>INCENTIVE NUMBER:</b> 01-11-04		<b>DATE AUTHORIZED:</b> 3/21/23	
<b>ORGANIZATION NAME:</b> El Dorado Opportunity Knocks Continuum of Care <b>ADDRESS:</b> 3047 Briw Rd. Suite B, Placerville, CA 95667		<b>AMOUNT:</b> \$220,397	
<b>GRANT PERIOD:</b> Upon execution – December 31, 2023			
<b>PROJECT CONTACT, TITLE:</b> Alyson McMillan, Program Manager, Health and Human Services Agency			
<b>TELEPHONE:</b> (530) 295-6931		<b>EMAIL:</b> alyson.mcmillan@edcgov.us	
<b>COUNTY:</b> El Dorado County			
<b>HEALTH NET/CHW INCENTIVE CONTACT:</b> Amber Kemp, Vice President, Medi-Cal Regional Lead <b>Address:</b> 1740 Creekside Oaks Dr., Sacramento, CA 95883 <b>EMAIL:</b> amber.kemp@cahealthwellness.com			
<b><u>HHIP INCENTIVE PURPOSE:</u></b> As designed, the DHCS Housing and Homelessness Incentive Program (HHIP) is an incentive program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to: <ol style="list-style-type: none"> <li>1. Reduce and prevent homelessness; and,</li> <li>2. Ensure Medi-Cal managed care plans (MCPs) develop the necessary capacity and partnerships to connect their members to needed housing services.</li> </ol>			
<b><u>DESCRIPTION OF GRANT/INVESTMENT:</u></b> Funds will enhance the 2023 and 2025 Point in Time (PIT) counts through support for a third-party vendor to conduct comprehensive counts with robust data analytics. Grants will also help the CoC procure a new HMIS software solution for the community that will meet both housing and health partner needs. The new HMIS software will be better equipped with data sharing functionality and allow for real-time alerting.			
<b><u>HHIP MEASURES TO BE IMPACTED:</u></b> The following HHIP measures are intended to be successfully impacted/achieved by the grant. The Grantee has reviewed and understands the definitions/expectations of the intended impacted DHCS HHIP measures below:			
<b>Priority Area 1: Partnership and Capacity to Support Referrals for Services</b>	<b>Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs</b>	<b>Priority Area 3: Delivery of Services and Member Engagement</b>	



<input checked="" type="checkbox"/> 1.1 Engagement with the CoC	<input type="checkbox"/> 2.1 Connection with street medicine team ( <i>DHCS Priority Measure</i> )	<input type="checkbox"/> 3.1 Percent of MCP members screened for homelessness/risk of homelessness
<input checked="" type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System ( <i>DHCS Priority Measure</i> )	<input checked="" type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) ( <i>DHCS Priority Measure</i> )	<input type="checkbox"/> 3.2 MCP members who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period who were screened for homelessness or risk of homelessness
<input type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input checked="" type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching ( <i>DHCS Priority Measure</i> )		<input checked="" type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports ( <i>DHCS Priority Measure</i> )
<input type="checkbox"/> 1.5 Data sharing agreement with county MHPs and DMC-ODS		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed ( <i>DHCS Priority Measure</i> )
<input checked="" type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		<input checked="" type="checkbox"/> 3.6 MCP members who remained successfully housed ( <i>DHCS Priority Measure</i> )

**GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING**

The following table includes a breakdown of grant funding by HHIP Investment Plan activity:

HHIP Investment Plan Activity	Funding Amount	Primary HHIP Measure Impacted
Activity 1: Supporting the Point in Time (PIT) Count	\$73,091	1.1
Activity 2: Enhancing the Local HMIS Capacity and Infrastructure	\$147,306	2.2



The Health Plan will disburse the grant award in two (2) installments.

To be eligible for funding, Grantee must submit one (1) copy of Grantee’s W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make the first payment in the amount of **\$165,297.75** (75% of the grant award) within approximately ninety (90) calendar days of the receipt of Grantee’s completed Agreement.

The Health Plan will make the second payment in the amount of **\$55,099.25** (25% of the grant award) by June 1, 2023, or within sixty (60) calendar days of receipt and approval of the Grantee interim progress report, whichever is later.

The Health Plan shall have no obligation to provide any additional funding or incentive support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Incentive for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by the Health Plan other duplicative funding source; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items.

**GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:**

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the indicated HHIP measures identified above.

During **HHIP Measurement Period 2 (Upon contract final execution -12/31/23)**, with final reporting due to the Health Plan by February 1, 2024, Grantee will do the following:

HHIP Investment Plan Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
<p><b>Activity 1:</b> Supporting the Point in Time (PIT) Count</p>	<ul style="list-style-type: none"> <li>• CoC will contract with a third-party vendor to conduct a comprehensive PIT Count in 2023 and 2025 with robust data analytics.</li> <li>• Provide CHW will information on how CHW staff can volunteer for PIT Count</li> <li>• Report to CHW on how HHIP funds supported/enhanced the 2023 PIT Count</li> </ul>



**Activity 2: Enhancing the Local HMIS Capacity and Infrastructure**

- CoC will procure a new HMIS software solution for the community that will meet both housing and health partner needs; software will be better equipped for data sharing functionality and allow for real-time alerting
- Participate in monthly HHIP Implementation meetings with CHW and partners
- Develop strategies (in alignment with the CoC) to address disparities and promote equity and identify CHW's role in these strategies
- Partner with CHW to craft narrative for HHIP measure 1.2 and 1.6 submissions
- Enhance CES to facilitate referrals to CalAIM ECM and CS for members experiencing homelessness
- Provide access to HMIS for CHW staff
- Support coordination of persons experiencing homeless into CalAIM ECM and CS

The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS's submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement.

**RECOGNITION:**

Grantee agrees to place the Health Net or CHW logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo (Health Net or CHW) shall be used. In addition, Health Net or CHW will be acknowledged on the Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net or CHW as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.