

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM (HHIP) PAYMENT AGREEMENT

This Housing and Homelessness Incentive Program (“HHIP”) Payment Agreement (this “Agreement”) is entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit, public benefit corporation (“Kaiser Permanente”) and El Dorado County Health and Human Services Agency (“HHIP Payment Grantee”), effective upon final execution by both parties (“Effective Date”).

WHEREAS: The El Dorado County Health and Human Services Agency is the Administrative Entity designated by the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC) to receive and administer HHIP funds for CoC related activities.

BACKGROUND

HHIP is an incentive program intended 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. Kaiser Permanente will work with community partners to connect Plan members to needed housing-related services by aligning with broader community-wide efforts to reduce and prevent homelessness. More detail is provided by the California Department of Health Care Services (“DHCS”) at: <https://www.dhcs.ca.gov/services/Pages/Housing-and-Homelessness-Incentive-Program.aspx> as well as any other rules, directives, or guidance issued by DHCS regarding the HHIP (collectively, the “HHIP Terms and Conditions”).

Kaiser Permanente, as a Medi-Cal managed care plan, is expected to work with other managed care plans, counties, cities, and community organizations (as defined in the HHIP Terms and Conditions) to identify and develop the necessary capacity and partnerships to connect members to needed housing services.

Kaiser Permanente receives incentive funding from DHCS upon completion of certain HHIP requirements and performance measures.

Kaiser Permanente desires to provide a grant to HHIP Payment Grantee (the “HHIP Payment”), and HHIP Payment Grantee agrees to accept the HHIP Payment, in accordance with the terms of this Agreement, solely to further the purposes of the HHIP in the county served by the HHIP Payment Grantee.

PURPOSE OF HHIP PAYMENT

The HHIP Payment must be used only to fund the stated purpose of the HHIP. In addition to the specific terms listed below for the HHIP Payment, the award of the HHIP Payment is contingent upon the HHIP Payment Grantee’s compliance with the following terms and conditions along with the conditions set forth in the attached exhibits.

HHIP Payment Grantee:	El Dorado County Health and Human Services Agency
HHIP Payment Grantee Contact Person:	Alyson McMillan, Program Manager, Housing and Homelessness Services Programs
HHIP Payment Grantee Mailing Address:	3057 Briw Road, Suite B Placerville, CA 95667

Kaiser Permanente Program Officer:	Vanessa Davis, National Program Lead, Housing for Health, vanessa.w.davis@kp.org , (510)507-2711
HHIP Payment Purpose:	To support housing-related interventions in El Dorado County, based on the community needs, in accordance with the goals of the HHIP.
HHIP Payment Objectives:	See Exhibit A for Payment Objectives.
HHIP Payment Schedule:	See Exhibit B for Payment Schedule.

I. HHIP PAYMENT TERMS & CONDITIONS

- A. Use of HHIP Payment Funds.** HHIP Payment Grantee agrees to use the HHIP Payment funds solely for the specified purpose of furthering the HHIP in accordance with the terms of this Agreement and the HHIP Terms and Conditions. HHIP Payment funds may not be expended, loaned, pledged or transferred for reasons other than carrying out the Payment Objectives in Exhibit A without Kaiser Permanente's prior written approval. HHIP Payment Grantee may not expend any HHIP Payment funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code. HHIP Payment Grantee understands that HHIP Payment funds are contingent upon meeting the Payment Objectives in Exhibit A and remaining in compliance with the terms of this Agreement and the HHIP Terms and Conditions.
- B. HHIP Payment Grantee Performance Standards.** HHIP Payment Grantee shall adhere to the requirements and due dates set forth in the Payment Objectives in Exhibit A and shall keep Kaiser Permanente apprised of any changes that could adversely impact HHIP Payment Grantee's performance and timeline. If Kaiser Permanente is not satisfied with the quality of HHIP Payment Grantee's work or the progress toward achieving the goals of the HHIP Payment, Kaiser Permanente may provide HHIP Payment Grantee with recommendations regarding ways to improve the quality of the work and progress toward achieving the goals of the HHIP. HHIP Payment Grantee agrees to work in good faith with Kaiser Permanente to develop all program deliverables set forth in this Agreement and the HHIP Terms and Conditions including, but not limited to, needs assessments, project plans, and bi-quarterly reports.
- C. Public Access.** HHIP Payment Grantee agrees to deliver to Kaiser Permanente copies of any and all work product, results, reports, publications, data and other materials created or developed through the project (collectively, "project work product"), in a format of Kaiser Permanente's preference. HHIP Payment Grantee hereby agrees to provide Kaiser Permanente a royalty free, non-exclusive, non-sublicensable license during and after the Term of this Agreement to use project work product in furtherance of Kaiser Permanente's activities as a Medi-Cal managed care plan. Further, HHIP Payment Grantee agrees to deliver to Kaiser Permanente a copy of any third-party reports, articles or other publications regarding the project funded by the HHIP Payment that are available to the public and, upon request, provide reasonable assistance to Kaiser Permanente to obtain rights to reproduce and distribute such publications.
- D. Non-discrimination.** HHIP Payment Grantee agrees that, in carrying out the objectives supported by this HHIP Payment, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- E. Government Agency Status.** HHIP Payment Grantee represents that it is currently and shall remain during the period funded, a local, state or federal government agency eligible to receive charitable contributions. HHIP Payment Grantee agrees to notify Kaiser Permanente immediately of any changes in its government agency status during the term of the HHIP Payment.

- F. Change in HHIP Payment Grantee Operations.** HHIP Payment Grantee agrees to advise Kaiser Permanente, within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in HHIP Payment Grantee's status.
1. A change to HHIP Payment Grantee's financial or other condition sufficient, in Kaiser Permanente's sole discretion, to endanger HHIP Payment Grantee's ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its government agency status;
 2. A change to HHIP Payment Grantee's organizational mission that, in Kaiser Permanente's sole discretion, substantially reduces the relevance of any HHIP Payment objectives to that mission or HHIP Payment;
 3. HHIP Payment Grantee no longer retains the services of personnel adequate to enable HHIP Payment Grantee to continue to perform its obligations under this Agreement;
 4. HHIP Payment Grantee's inability to expend HHIP Payment funds in accordance with the terms of this Agreement or the HHIP Terms and Conditions, or;
 5. Any development that significantly and adversely affects the operation of HHIP Payment Grantee or its ability to continue to support the HHIP.
- G. Conflict of Interest.** HHIP Payment Grantee shall, in connection with the HHIP Payment submission process, have disclosed to Kaiser Permanente a comprehensive list of HHIP Payment Grantee's Directors, Officers and/or individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Each of HHIP Payment Grantee and Kaiser Permanente agrees to promptly disclose any changes to the list of Directors, Officers or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement.
- H. Future Funding.** HHIP Payment Grantee acknowledges that Kaiser Permanente and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.

II. PUBLICITY

- A. Websites and Other Promotional Opportunities.** HHIP Payment Grantee may display Kaiser Permanente's logo and other promotional content, such as recognition of Kaiser Permanente's support of HHIP Payment Grantee, on HHIP Payment Grantee's website or in publications or other materials only with Kaiser Permanente's prior consent and in accordance with Kaiser Permanente policy.
- B. HHIP Payment Grantee Communications with Media/Use of Logo.** Kaiser Permanente shall be given the opportunity to review and comment on all press releases that are directly related to the HHIP Payment. In general, Kaiser Permanente does not allow the use of its logo without prior approval. If HHIP Payment Grantee plans to issue a press release announcing this HHIP Payment, HHIP Payment Grantee agrees to contact Kaiser Permanente at least 15 days before the desired announcement date. Kaiser Permanente must provide advance approval of the press release and the date of release.
- C. Communications with Media and Published Materials.** Kaiser Permanente may periodically publicize project progress and/or results through public communications (including press releases), reports, website, and other materials. HHIP Payment Grantee agrees that Kaiser Permanente may disclose information about the project and HHIP Payment Grantee's organization and use the logo of the HHIP Payment Grantee in such communications, provided however, Kaiser Permanente's use of HHIP Payment Grantee's name and logo shall be in accordance with any HHIP Payment Grantee policy on those matters provided to Kaiser Permanente in writing. Upon request by Kaiser Permanente, and to the extent permitted by applicable law and HHIP Payment Grantee policies, HHIP Payment Grantee agrees to provide reasonable assistance to Kaiser Permanente to obtain signed publicity waivers from employees, volunteers, and other persons associated with HHIP Payment Grantee (for example, for use of photos or video taken by Kaiser Permanente in connection

with the HHIP Payment or project). The terms of this provision survive the expiration of the HHIP Payment term.

III. HHIP PAYMENT TERMINATION: RIGHT TO MODIFY OR TERMINATE PAYMENTS

A. Kaiser Permanente may terminate this HHIP Payment for convenience upon 30 days' written notice to HHIP Payment Grantee and may terminate this HHIP Payment immediately upon HHIP Payment Grantee's failure to comply with the terms of this Agreement or HHIP Terms and Conditions, or for HHIP Payment Grantee's engagement in willful misconduct or negligence. In no event shall Kaiser Permanente be obligated to make any HHIP Payment under this Agreement unless and until Kaiser Permanente receives incentive funds from DHCS upon the timely completion of each of the objectives that are a condition of such funding as set forth in the HHIP Terms and Conditions.

IV. INDEMNIFICATION

A. Each party agrees to defend, indemnify and hold the other party and its officers, employees, directors, owners and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying party, its officers, employees, directors, owners or authorized agents.

V. COMPLIANCE

A. HHIP Payment Grantee agrees to comply with all applicable laws in the use of the HHIP Payment funds and HHIP Payment Grantee's development and operation of the project. HHIP Payment Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this HHIP Payment, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that HHIP Payment Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS

A. This Agreement shall be construed under the laws of the State of California. In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing party shall recover all of such party's costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each and every such action, suit or proceeding, including any and all appeals or petitions therefrom. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. HHIP Payment Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of HHIP Payment Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party. With

respect to administration of this HHIP Payment, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE, HHIP PAYMENT AGREEMENT

1. HHIP Payment Grantee Signature. By signing this Agreement, the HHIP Payment Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the HHIP Payment Grantee thereto, and that the HHIP Payment Grantee hereby accepts and agrees to perform all the terms and conditions of this Agreement.

HHIP Payment Grantee Organization Signatory

Name: Olivia Byron-Cooper, MPH

Title: Interim Director, Health and Human Services Agency

Organization: County of El Dorado

Signature:

Date Signed:

2. Kaiser Permanente Signature. By signing this Agreement, the Kaiser Permanente signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind Kaiser Permanente thereto, and that Kaiser Permanente hereby accepts and agrees to perform all the terms and conditions of this Agreement.

Kaiser Foundation Health Plan, Inc. Signatory

Name: Vidya Iyengar

Title: Vice President, NCAL Clinical Strategy and Operations, Government Programs

Organization: Kaiser Foundation Health Plan, Inc.

Signature:

Date Signed:

**HHIP PAYMENT AGREEMENT
EXHIBIT A**

PAYMENT OBJECTIVES

I. Activities and Timeline

As a condition of receiving the HHIP Payment, the EDOK CoC must participate in each of the Activities set forth in the chart below in time for Kaiser Permanente to meet the specified DHCS due dates. Kaiser Permanente will be responsible for making all submissions to DHCS.

EDOK CoC Activities	Due Date
Participate in monthly HHIP Implementation meetings with Kaiser Permanente and partners.	Ongoing - 12/31/2023
Develop and implement strategies to address disparities and promote equity.	Ongoing - 12/31/2023
Procure new HMIS software solution for the community that will meet both housing and health partner needs.	12/31/2023
Sign the California Data Sharing Framework Data Sharing Agreement, if applicable.	6/30/2023
Provide Kaiser Permanente with information on how Kaiser Permanente staff can volunteer for the Point-In-Time Count.	12/31/2023
Contract with a PIT count vendor to implement a comprehensive PIT count.	12/31/2023
Collaborate with Kaiser Permanente and partners to develop and implement strategies to improve member access of the Coordinated Entry System.	Ongoing - 12/31/2023
Work with Kaiser Permanente and partners to craft the narrative for HHIP measure 1.2 and 1.6 for submission 2.	11/30/2023
Facilitate 'view only' access to the Homeless Management Information System (HMIS) for Kaiser Permanente staff and provide training to new users to gain their license.	10/1/2023
Facilitate access to HMIS 'alerts' for Kaiser Permanente member housing status changes.	10/1/2023
Collaborate with Kaiser Permanente and partners to develop and implement strategies to increase referrals to ECM and CS services.	Ongoing - 12/31/2023

The Activities are intended to successfully impact the following HHIP Measures:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
<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 checked="" type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<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 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"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed (<i>DHCS Priority Measure</i>)

<input checked="" 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"/> 3.6 MCP members who remained 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 <i>(aligns with HHAP-3)</i>		

II. Communication and Coordination

HHIP Payment Grantee will coordinate its HHIP activities with Kaiser Permanente, including, without limitation: participating in periodic meetings, on a schedule agreed upon by the parties, to discuss DHCS deliverables and the implementation and outcomes of the Activities; cooperating with Kaiser Permanente’s Community Health department and care delivery team; and providing Kaiser Permanente with such information as Kaiser Permanente reasonably requests regarding progress toward completion of each DHCS deliverable and the implementation and outcomes of the Activities.

III. Performance Outcome Metrics

HHIP Payment Grantee agrees to use its best efforts to ensure that each Activity results in the Performance Outcome Metrics applicable to such Activity.

**HHIP PAYMENT AGREEMENT
EXHIBIT B**

PAYMENT SCHEDULE

Kaiser Permanente will make HHIP Payments to HHIP Payment Grantee only if (a) HHIP Payment Grantee complies with all terms of this Agreement, including the provisions of Exhibit A (Payment Objectives) and (b) Kaiser Permanente has received the applicable HHIP incentive funds from DHCS. Kaiser Permanente will make Payment 1 of the HHIP Payment to HHIP Payment Grantee within sixty (60) days following the full execution of this Agreement. Notwithstanding any other provision of this Agreement, each HHIP Payment shall not be deemed earned by HHIP Payment Grantee unless and until such payment has been deemed earned by Kaiser Permanente pursuant to the HHIP Terms and Conditions, including, without limitation, Section 1, Subsection entitled “HHIP Funding”, of the HHIP Overview and Requirements document.

DHCS HHIP Incentive Payment Schedule:

Payment 1

Deliverable	Payment Amount	Schedule
HMIS Capacity and Infrastructure	\$21,316	June 2023
PIT Count Consultant and Volunteer Opportunities for next PIT count	\$10,577	June 2023
TOTAL	\$31,893	