



LASSEN COUNTY

Health and Social Services Department

■ **HSS Administration**

336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128

□ **Grants & Loans Division**

336 Alexander Avenue
Susanville, CA 96130
(530) 251-2683

□ **Behavioral Health**

555 Hospital Lane
Susanville, CA 96130
(530) 251-8108 / 8112
Chestnut Annex
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112

□ **Patients' Rights Advocate**

1600 Chestnut Street
Susanville, CA 96130
(530) 251-8322

□ **Public Health**

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183

□ **Environmental Health**

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183

□ **Public Guardian**

1600 Chestnut Street
Susanville, CA 96130
(530) 251-8337

□ **Community Social Services**

Lassen WORKS

P. O. Box 1359
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8152

Business & Career Network

1616 Chestnut Street
Susanville, CA 96130
(530) 257-5057

Child & Family Services

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8277

Adult Services

1600 Chestnut Street
Susanville, CA 96130
(530) 251-8158

□ **HSS Fiscal**

P. O. Box 1180
Susanville, CA 96130

Date: October 16, 2018

To: Chris Gallagher, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health & Social Services

Subject: Local Innovation Grant on Housing: Memorandum of Understanding between Lassen County Health and Social Services (HSS) and Partnership Healthplan of California (PHC)

Background:

PHC has developed the Local Innovation Grant on Housing. Through this grant program, PHC seeks to address the critical housing and housing-related needs that affect the health and overall costs of healthcare for its 572,000 members. The Plan has allocated a total of \$25 million to this program for making a one-time grant available, to projects, in each of PHC's 14 counties that were selected based upon a competitive request-for-proposals submission.

Lassen County is will receive a grant for \$323,225.00 from PHC in response to our application of funding. HSS is proposing to utilize PHC's Local Innovation Grant to fund a tenant based housing rehabilitation program. This program would provide financial assistance in the form of low-interest loans and grants to local property owners for the cost of necessary repairs that will provide the low-income tenant with a healthy, safe, sanitary, and code compliant property.

Fiscal Impact:

There is no impact to County General Fund. This is a revenue agreement for Health and Social Services.

Action Requested:

1) Approve the MOU; and 2) authorize the County Administrative Officer to execute.



Choose Civility





**LOCAL INNOVATION GRANT ON HOUSING
MEMORANDUM OF UNDERSTANDING
BETWEEN
LASSEN COUNTY through its HEALTH AND SOCIAL SERVICES
DEPARTMENT
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (the "MOU") is made and entered into by Partnership HealthPlan of California ("PHC", "The Plan"), a public entity, and **Lassen County** through its **Health and Social Services Department** ("Housing Provider", "Grantee"), also hereunder known as ("Party", "Parties"). This MOU is effective **July 1, 2018** and will expire on **July 1, 2020**.

RECITALS/BACKGROUND

Partnership HealthPlan of California is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in several counties in Northern California, under a County Organized Health System model.

WHEREAS, PHC has developed the Local Innovation Grant on Housing. Through this grant program, PHC seeks to address the critical housing and housing-related needs that affect the health and overall costs of healthcare for its 572,000 members. The Plan has allocated a total of \$25 million to this program for the purpose of making a one-time grant available, to projects, in each of PHC's 14 counties that were selected based upon a competitive request-for-proposals submission.

FURTHERMORE, this MOU identifies each party's responsibilities and obligations for the allocation of a one-time grant to support a project that will expand access to housing for Medi-Cal members enrolled with Partnership HealthPlan of California in Lassen County. The project is the result of a collaborative process involving community support and leveraging of community resources.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties hereto as follows:

HOUSING PROVIDER'S OBLIGATIONS

Lassen County agrees that the services provided pursuant to this grant are provided for the benefit of PHC members and communities. Lassen County agrees to work with PHC staff in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the project.

Lassen County agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.

Lassen County agrees to provide the services and documentation outlined in Attachment A, Scope of Work.

Lassen County acknowledges the shared intent that the housing project funded through this MOU be used for the purposes described for at least fifteen (15) years after completion.

HEALTHPLAN'S OBLIGATION

PHC agrees to provide fiscal support by means of a grant to Lassen County through its Health and Social Services Department ("Grantee") for the purpose and project specified in Attached C.

PHC will provide grant payments according to the schedule and amounts listed in Attachment B, Payment Schedule. In no event shall payments exceed the total grant award of \$323,225 for the term of this MOU. If the terms and conditions set for in Attachment A & B are not met, including timely quarterly reporting, PHC reserves the right to withhold any further payments, and move to terminate this MOU, and to recoup funds to the extent practical.

TERM AND TERMINATION

The effective date of this MOU is **July 1, 2018** and will remain in force up to **July 1, 2020**.

This MOU, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this MOU may be amended only by both Parties' agreement in writing, and executed by a duly authorized person of each Party.

Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days' notice of the failure, if the obligation is still not met at that time. At the time of termination, PHC may seek to recoup funds to the extent practical.

Good Standing. PHC provides a variety of support initiatives, including this one-time housing access expansion grant to local providers in good standing. Local providers in good standing are those not pursuing any litigation or arbitration against PHC at the time of program application or at the time additional funds may be payable, and has demonstrated the intent, in PHC'S sole determination, to continue to work with PHC on addressing community and member issues. Additionally, at the direction of the Chief Executive Officer or designee, PHC may determine that a provider is not in good standing based on relevant quality, payment or other business concerns. PHC, has the sole authority to determine if a Provider is in good standing. Upon termination of the MOU, the Grantee will reimburse PHC for any funds not expended by it on the project by the termination date. At the date of termination, PHC will cease to be liable to the Grantee for any grant funds committed pursuant to this MOU.

OTHER PROVISIONS

Non-Discrimination. Grantee and its subcontractors shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under State and federal law. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

Compliance with Law. Grantee agrees to comply with all federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State, or locally, to assure quality of service. Grantee agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.

Audit. PHC reserves the right to audit data submissions prior to payment. Upon request, Grantee agrees to provide copies of the supporting documentation based on the obligations of this MOU.

Liability: Lassen County indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Lassen County related to the services funded under this MOU.

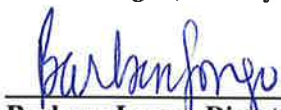
Counterparts. This MOU may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date written above:

LASSEN COUNTY

Richard Egan, County Administrative Officer

Date

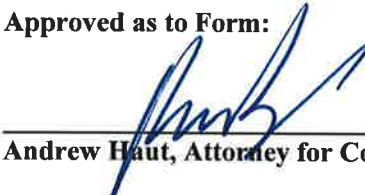


Barbara Longo, Director of Health and Social Services

9/24/18
Date

Approved as to Form:

Robert M. Burns, Lassen County Counsel



9-19-18

Andrew Haut, Attorney for County Counsel

Date

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

Elizabeth Gibboney

9/18/2018 | 4:36 PM PDT

Printed Name and Title

Date

DocuSigned by:

Elizabeth Gibboney

9/18/2018 | 4:36 PM PDT

AB41EE755E7E422

Signature

Date

ATTACHMENT A

SCOPE OF WORK

Lassen County agrees to provide the following services and documentation of services:

1. Written progress reports, documenting efforts to provide the services outlined in Attachment C, no less than four times in a calendar year, on a quarterly basis. Quarterly reports shall be submitted no less than 30 days after the end of a quarter. Lassen County agrees to provide additional reporting, as requested by PHC staff. All reports shall include, as applicable:
 - a. Details of the expenditure of grant funds
 - b. Summaries of ongoing collaborative efforts with the region's health care providers and/or homeless programs;
 - c. Verification of the use of the applicable HMIS system;
 - d. Changes, if any, to the proposed budget or sustainability plan;
 - e. "Lessons learned" or observations on the effectiveness of various outreach, case management or other strategies.
2. A list of PHC members, including names, CIN numbers and birth dates, for PHC members housed or otherwise served. Lassen County acknowledges its obligation to ensure that this data is collected in accordance with HIPAA and other relevant rules or regulations.
3. Documentation of any changes in services for PHC members previously housed or served (i.e., if members leave the housing facility);
4. Outcome measures, as defined in Attachment C, *Project Narrative*.
5. Other measures that may be mutually identified by PHC and the Lassen County during the term of this MOU.

ATTACHMENT B
PAYMENT SCHEDULE

Disbursement and Amount	Scheduled Date	Deliverables
30% of grant funds	Within 45 days of executed MOU	<ul style="list-style-type: none"> • Execution MOU • Written program guidelines for (1) the Tenant-Occupied Housing Rehabilitation Program, including the template of agreements that Lassen County will require landlords to sign as a condition of receiving low-interest loans or grants, and (2) the Tenant-Based Rental Assistance Program
30% of grant funds	Within 60 days after first six months of Program Year One	<ul style="list-style-type: none"> • Written progress report as detailed in Attachment A, the budget and sustainability plans, with revisions if needed.
30% of grant funds	Within 60 days after the completion of Program Year One	<ul style="list-style-type: none"> • Written progress report as detailed in Attachment A, the budget and sustainability plans, with revisions if needed.
10% of grant funds	Within 60 days after the completion of Program Year two	<ul style="list-style-type: none"> • Written final progress report as detailed in Attachment A, including a description of the expenditure of grant funds.

ATTACHMENT C

Grant Proposal



4665 Business Center Drive
Fairfield, California 94534

Grant Cover Sheet

For Local Innovation Grants on Housing

(Please type or print clearly)

Date: 08/23/2017

Organization Information

Name of Requesting Organization (or individual):		
Lassen County Health and Social Services Department		
Primary Contact:	Title:	
Barabara Longo	Director	
Address:		
1445 Paul Bunyan Road		
City	State	Zip
Susanville	CA	96130
Telephone	Fax	Email
(530) 251-8128	(530) 251-2668	blongo@co.lassen.ca.us

Proposed Project

Type of Grant

☒ Capital Project

☐ Housing Facilitation Project

Brief Summary of Proposed Project

The County is proposing to utilize PHC's Local Innovation Grants on Housing to fund a tenant based housing rehabilitation program. This program would provide financial assistance in the form of low-interest loans and grants to local landlords for the cost of necessary repairs that provides the low-income tenant with a healthy, safe, sanitary and code compliant property.

The landlord would be required to: 1) rent to a low-income tenant, 2) sign an agreement with an affordability period based on the amount of funds used to finance the rehabilitation, and 3) sign an agreement that rents shall not exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule. The program's guidelines will be modeled after the County's owner-occupied housing rehabilitation program for administration; including, assisting the target population of low-income households for participation in the program.



4665 Business Center Drive
Fairfield, California 94534

Counties/ Region Impacted
Lassen County
Estimation of PHC members impacted
Between 5-20 households, dependent on amount of funding requested for each housing unit.
Organization approval of attached proposed letter of agreement
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Proposed Budget and Timetable

Project Budget	Project Timetable
323,225.00	24 months from MOU execution

Project Director	Organization
Barbara Longo	Lassen County Health and Social Services

PHC's Local Innovation Grants on Housing Request for Proposals (RFP)

Project Narrative

1. Briefly describe the proposed project that the requested funding would support.

Lassen County's Health and Social Services Department (HSS) is proposing to utilize Partnership Healthplan of California's (PHC) Local Innovation Grants on Housing to fund a Tenant-Based Housing Rehabilitation Program. This program would provide financial assistance in the form of low-interest loans and grants to local landlords for the cost of necessary repairs that provides the low-income tenant with a healthy, safe, sanitary, and code compliant property.

The landlord would be required to: 1) rent to a low-income tenant, 2) sign an agreement with an affordability period based on the amount of funds used to finance the rehabilitation, and 3) sign an agreement that rents shall not exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule. The program's guidelines will be modeled after the County's owner-occupied housing rehabilitation program for administration; including, assisting the target population of low-income households for participation in the program.

An eligible owner may qualify for the full cost of rehabilitation work needed to comply with State and local codes and ordinances. The maximum loan amount will be \$50,000 per housing unit not including the grant limits. Loans will be provided on a fully amortized or deferred-payment term ranging from 3 percent to zero percent interest. Specific loan terms will be based upon several factors including debt to income, loan to value, after-rehabilitation value of the property, and income of the owner. Rehabilitation financed by a loan, will be prioritized in the following order: Health and Safety Issues, Code and Regulation Compliance, Demolition, Over-Crowding Upgrades, and General Improvements. Luxury items will not be permitted, and may include, but are not limited to: hardwood floors, hot tubs, whirlpool baths, steam showers, fireplaces, washing machines, and dryers. Items such as refrigerators, cook stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the owner, and are of moderate quality.

In addition to the loans, owners can also apply for any of the grant options that will be available, including: sewer/water repairs, accessibility and barrier removal, environmental hazard mitigation, property clean-up, house painting, and relocation assistance grants.

2. Describe the targeted population this grant would fund and why the targeted population(s) has (have) been prioritized for assistance.

The targeted populations for this program are low-income renters and landlords. Although the income of the landlord is not required for participation in the program, it is encouraged for low-income owners to participate through more favorable loan terms. Eligible households must qualify with an annual gross income at or below 80% of the County's area median income (AMI), adjusted for household size, as published by the California Housing and Community Development Department (HCD) each year.

This population is targeted because economically disadvantaged households cannot afford the expensive rents that are associated with typical properties. Landlords will capitalize on the scarce availability of affordable units who attempt to maximize profit by minimizing spending on property maintenance, often in deteriorating neighborhoods creating a slumlord environment. Or the owner may be low-income and doesn't have sufficient funds or access to capital to complete the necessary repairs that occur on properties with deferred to no maintenance. This program will incentivize owners to fix up their property with competitive financing. Thus benefiting both parties involved (owner and renter), and maintaining affordable housing stock.

To protect the low-income households and the affordability of the units, an owner-investor who elects to rehabilitate a rental unit will be required to sign a Rental Limitation Agreement (RLA). This agreement shall specify that in no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect. If the house is vacant, rent charges shall not exceed thirty percent of the eighty percent of the County's area median income for the appropriate household size in that unit. Owner-investors shall affirmatively seek low-income households for their renters. If the house is occupied, rent charges shall not exceed thirty percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed thirty percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over thirty percent of the tenants' income.

3. Describe which organizations are involved with the effort and describe their roles in funding and/or project implementation.

HSS will partner with Lassen County's Grants and Loans Division for program administration and staff's housing experience. The County's Housing Committee will partner with the program for housing referrals, resources, and promotion of the program. Membership of the Housing Committee includes representation from all healthcare, various County and City departments, social services, faith-based organizations, homeless service providers, and law enforcement organizations in Lassen County. Coordination efforts will also be made with Lassen County's Planning and Building Services Department and City of Susanville's Planning Department for permitting and housing inspections. This will ensure all work completed on the housing units is code compliant and safe.

4. Describe the collaborative process used to identify and define the identified problem and proposed grant.

In 2016, the County's Homeless Committee was renamed to the Housing Committee and restructured to incorporate an overall housing focus that not only included our homeless populations but other special needs and disadvantaged populations. Membership includes representation from all healthcare, various County and City departments, social service, faith-based organizations, homeless service providers, and law enforcement organizations in Lassen County. Meetings are held on a monthly basis and it provides a forum for all stakeholders to provide input on funding opportunities, housing programs, concerns/issues, homeless count, and countless other housing related topics.

In July 2017, with assistance from the Redding/Shasta CoC, and devoting a Housing Committee meeting to begin discussions on the County's engagement in region-wide planning and strategic

uses of resources; incorporating the HMIS system in order for a regional approach to be implemented and whereby data could cross county lines; improved coordination and integration with mainstream resources and other programs targeted to low-income persons and persons experiencing homelessness and expanded networking with service providers across the region.

Each housing committee meeting is a collaborative planning session reliant on partnerships to identify housing and access to mainstream resources to target the improvement of health outcomes. The proposed program is an intervention method identified as a means of decreasing the burden on the health care system, decreasing reliance of public safety-net services and improving access to mainstream resources for PHC members.

5. Describe why the proposal is likely to be effective in improving health outcomes of PHC members. Please provide references of the same or similar programs that have been implemented in the past, if available. Describe the impact of the intervention on overall health care costs, including references if available.

Access to safe, quality, affordable housing and the supports necessary to maintain that housing, constitutes one of the most basic and powerful social determinants of health. Housing provides physical safety, protection and access to basic needs. A clean, dry, safe home reduces exposure to harsh weather, communicable diseases, infections, injury, harassment and violence; it provides a secure place to sleep and store food, clothing and medications; and it is essential to promoting personal hygiene and recuperation from illness. Affordable housing is a powerful public health intervention that has been shown to positively impact the health of entire communities and improve overall health equality.¹

As a remote, rural county, access to housing, health, mental health, substance abuse and social services is limited by availability of healthcare providers and mental health and substance abuse counselors, geography and budget. Access to affordable, decent, safe and sanitary housing has been a priority concern for the past few years.

Housing is a significant social determinant of health and disadvantaged clients tend to have limited resources to afford housing let alone afford decent, safe and sanitary housing. This program can improve that access and affordability by incentivizing landlords to rent to low-income households in exchange for low-interest financing to rehabilitate their property.

¹ Housing is the Best Medicine - Supportive Housing and the Social Determinants of Health, July 2014, CSH
<http://www.csh.org/resources/housing-is-the-best-medicine-supportive-housing-and-the-social-determinants-of-health/>

6. What do you expect will be different in five (5) years as a result of implementing the proposed project? For instance, what systems will be changed? What populations will benefit?

An exact count of beneficiaries is difficult to project based on the fact that the amount of funding each applicant requests will be determinant on how many households could participate. It is anticipated that between five to twenty households might be able to participate in this program. Benefits of the program are ultimately realized by rehabilitating a substandard property into a decent, safe, and affordable unit and intervening before a household could possibly become homeless. The program will also coordinate with our local HMIS system for any renters that were homeless and housed by a participating landlord. The County's goals of implementing a Housing

First policy and Rapid-Rehousing Program, and continuing to collaborate with the Redding/Shasta CoC will further evolve with the implementation of the program.

7. Describe your organization's capacity to collect quantitative data related to the proposed project. How will you measure success?

All demographic data of the households and owners will be collected at the application stage, including, but not limited to: ethnicity, race, head of household, disability status, veteran status, age, familial relations, and income. Data in regards to the property will be collected throughout the rehabilitation process, including, but not limited to: year built, assessed and appraised values, lead presence, and improvements completed. Success of housing rehabilitation programs are generally measured by the amount of participating households, before and after rehabilitation property values, rent limits, and amount of funding that benefited local contractors and businesses. Data requested by PHC or Redding/Shasta Continuum of Care will be provided with the knowledge that Personally Identifiable Information such as a participant's name or Social Security Number will not be released.

8. Provide measureable, attainable goals with a timeline for achieving the anticipated goal

Goal	Timeline
Execute MOU with PHC	November 1, 2017
Market the Program	November 2017 to December 2018
Applicant Eligibility Review	November 2017 to March 2018
Construction on Projects	April 2018 to October 2018
If funds remain after first round of projects...	
Market the Program	November 2018 to November 2019
Applicant Eligibility Review	November 2019 to March 2019
Construction on Projects	April 2019 to October 2019
Finish PHC Grant	November 2019

9. Describe how the impact of the proposed project will be sustained into the future beyond the 24-month grant term.

The County's Grants and Loans Division has an open Owner-Occupied Housing Rehabilitation Program that will be administered in coordination with this proposed program; thus broadening our range of potential clientele that could be eligible to participate in the programs. The impact of the program will also be sustained beyond the 24-month grant term through the yearly monitoring of landlord compliance with the Rental Limitation Agreement and renter's income and residency requirements.

Funding for future projects could be provided by the State Community Development Block Grant (CDBG) Program and/or the loan revenues received from the monthly payments that will be received. Accounting for this income will be done by depositing the funds into a separate trust account that accrues interest and can be re-loaned when the account has sufficient funds for a project.

- 10. Describe your organization's capacity to implement and manage the proposed project. Who will lead the effort? Describe the organization's track record for implementing similar projects. If your organization is collaborating with another organization(s), please identify the organization(s) and their role within the collaboration.**

Lassen County's Grants and Loans Division has received numerous Community Development Block Grant (CDBG) housing rehabilitation grants and has extensive background in applying for and managing funds under these programs. In the past ten years, the Grants and Loans Division has administered five successful rounds of housing rehabilitation funding totaling approximately \$2.8 million with an additional \$600,000 of funding for the current program.

As described in Question 3, HSS will partner with the Grants and Loans Division for program administration and housing experience, the Housing Committee for housing referrals and resources, and Lassen County's Planning and Building Services Department and City of Susanville's Planning Department for permitting and housing inspections.

- 11. Describe the challenges anticipated with implementing the proposed project and strategies to mitigate these challenges.**

Administering housing rehabilitation programs can present several challenges but the overall benefit far outweighs those difficulties. Some of those challenges that the County's program have experienced in the past, include, but are not limited to: finding owners interested in financing the rehabilitation costs, the difficulties for homeowners to navigate the complexity of the program, owners only requesting grants, and/or relocating tenants in instances of major rehabilitations.

Mitigation of said challenges has been resolved through the experience of administering housing rehabilitation programs. Several solutions and strategies can be implemented, including: lowering the interest rate on the financing, providing ongoing case management for the landlord as the project progresses, highlighting the low interest loans through the program marketing, and working closely with the tenants to relocate them for the shortest period of time.

PHC's Local Innovation Grants on Housing Request for Proposals (RFP)

Budget Narrative

1. Budget Narrative.

Project Staff Salary and Benefits	Costs
Program Manager (Two Years)	\$ 18,654.00
Account Technician (Two Years)	\$ 5,466.00
Rehabilitation Construction Costs	\$282,944.00
General Administrative Costs (5 Percent)	\$ 16,161.00
TOTAL	\$323,225.00

The table above is the proposed breakdown of costs associated with administering a housing rehabilitation program. HSS is requesting to fund 10 percent of the Program Manager's and Account Technician's salary and benefits for the next two years. This will cover the staff time needed to administer the program. A general administrative cost of 5 percent is also being proposed and this will cover the costs associated with the program that are not staff related which may include: counsel review of documents, applicant qualification fees (i.e. credit report, appraisal, title company fees, etc.), marketing, and any other program related costs. The remaining amount of \$282,944, will be used to finance several housing rehabilitation construction projects. An exact count of beneficiaries is difficult to project based on the fact that the amount of funding each applicant requests will be determinant on how many households could participate. It is anticipated that between five to twenty households might be able to participate in this program.

2. Additional funds leveraged.

HSS is proposing and if funded, to leverage the County's CDBG Owner-Occupied Housing Rehabilitation Program with the Tenant-Based Housing Rehabilitation Program. Not only does this allow for more households to be assisted, it simultaneously streamlines the administration of both programs thus allowing administrative costs to be minimized on the PHC portion of funding. Both programs will require the same amount of administrative oversight, program forms, and monitoring. A breakdown of the funds that will be leveraged, are featured below.

CDBG Housing Rehabilitation	Costs
General Administrative Costs	\$ 41,860.00
Activity Delivery Costs	\$ 89,115.00
Rehabilitation Activity Costs	\$469,025.00
TOTAL	\$600,000.00



Budget for Innovation Grants on Housing

Organization/Contractor: Lassen County Health and Social Services

Project Title: Tenant-Based Housing Rehabilitation Program

Project Period: 24 months from MOU execution

Project Director Name/Title: Barbara Longo

Phone: (530) 251-8128

Email: blongo@co.lassen.ca.us

A. Project Staff Salary and Benefits

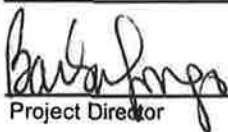
Name	Title	Salary	Benefits	FTE%	Total
	Program Manager	\$71,958.12/yr	\$21,306.74/yr	10%	\$ 9,327.00/yr
	Accounting Technician	\$20,152.60/yr	\$7,178.86/yr	10%	\$ 2,733.00/yr
					\$ X 2 years -
					\$ -
					\$ -
					\$ -
					\$ -
<i>Total Salary and Benefits</i>					\$ 24,120.00-

B. Other Direct Costs

Item	Description/Justification	Total
Rehabilitation Construction	5-20 Participants	\$ 282,944.00
General Administrative Costs	Five Percent (5%) of Allocation	\$ 16,161.00
		\$ -
		\$ -
		\$ -
If including Equipment		
Equipment Type	Purpose	\$ -
		\$ -
		\$ -
<i>Total Other Direct Costs</i>		\$ 299,105.00

C. Subcontract(s)

Organization	Contact Person	Activity	Total
			\$ -
			\$ -
			\$ -
			\$ -
<i>Total Subcontract(s)</i>			\$ -


Project Director

08/23/2017

Date

TOTAL BUDGET REQUEST \$ 323,225.00



LASSEN COUNTY

Health and Social Services Department

- ☐ **HSS Administration**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- ☒ **Grant and Loans Division**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-2683
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Chestnut Annex**
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- ☐ **Patients' Rights Advocate**
720 Richmond Road
Susanville, CA 96130
(530) 251-8322
- ☐ **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Community Social Services**
PO Box 1359
Susanville, CA 96130
- LassenWORKS
Business & Career Network**
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152
- Child & Family Services**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8277
- Adult Services
Public Guardian**
720 Richmond Road
Susanville, CA 96130
(530) 251-8158
- ☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

March 22, 2018

Partnership Healthplan of California
4665 Business Center Drive
Fairfield, CA 94534

Dear Mrs. Kisliuk:

Lassen County's Health and Social Services Department is pleased to submit for review a revised proposal to the Local Innovation Grants on Housing, Request for Proposal issued by the Partnership Healthplan of California.

The County is proposing to fund a combo Tenant-Occupied Housing Rehabilitation and Tenant-Based Rental Assistance Program to provide individuals or households, with an income at or below 40% AMI (or Medi-Cal beneficiary), with decent, safe, affordable housing units.

The revised proposal is attached to this letter. If you have any questions, please contact me at (530) 251-2683.

Thank you,

A handwritten signature in black ink, appearing to read "Jenna Aguilera".

Jenna Aguilera
Program Manager
Grants and Loans Division

COUNTY OF LASSEN HEALTH AND SOCIAL SERVICES PHC's Local Innovation Grants on Housing Request for Proposals (RFP)

Revised Request

Lassen County's Health and Social Services Department is pleased to submit for review a revised request for funding to Partnership Health of California's (PHC) Local Innovation Grants on Housing. The County is proposing to fund a combo Tenant-Occupied Housing Rehabilitation and Tenant-Based Rental Assistance Program to provide individuals or households, with an income at or below 40% AMI (or Medi-Cal beneficiary), with decent, safe, affordable housing units.

Tenant-Occupied Housing Rehabilitation Program

The Tenant-Occupied Housing Rehabilitation Program will provide financial assistance in the form of low-interest loans and grants to local landlords for property improvements to rental units. The funding will be used to complete building repairs or renovations that are needed to address health and safety deficiencies, weatherization updates, and/or make units accessible. Several factors will be reviewed, including, but not limited to: landlord's and tenant's income, housing costs paid by the tenant (i.e. utilities, insurance, rent), landlord's willingness to rent to eligible tenants, and the scope of proposed improvements.

The landlord will be required to: 1) rent to a low-income tenant whose incomes are at or below 40 percent AMI, 2) sign an agreement with an affordability period that will be based off of the amount of funds used to finance the rehabilitation, and 3) sign an agreement that rents shall not exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule. The Program's guidelines will be modeled after the County's Owner-Occupied Housing Rehabilitation Program.

Tenant-Based Rental Assistance Program

The Tenant-Based Rental Assistance Program will provide rental assistance to eligible households who need help paying their rent. These funds will be used to assist eligible households with security deposits, time-limited rent subsidies, and/or move-in assistance (furnishings, utilities, U-Haul). Rental assistance will be time limited (up to 12 months or more, if needed).

The Program will require a minimum tenant contribution (30 percent of their household income) towards the rent costs. The rental subsidy will cover the difference between the reasonable rental rate and the tenant's contribution. Reasonable rental rates will be determined by HUD's FMR schedule. The guidelines for this Program will be modeled after

similar Rapid Rehousing Programs that incorporate housing case management and supportive services along with HOME's Tenant-Based Rental Assistance Program.

Program Preferences

Participation in the Programs are autonomous of each other but the utilization of both will be encouraged to the landlord and tenant. Preferences will made to landlords who are low income themselves; landlords who are willing to rent, or are renting to tenants with income at, or below, 30 percent AMI , or who have special needs (mental health, homelessness, substance abuse, disabling conditions, etc.); and to landlord/tenant relationships that participate in both Programs' assistance.



EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of July 1, 2018 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and LASSEN COUNTY through its HEALTH AND SOCIAL SERVICES DEPARTMENT (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and LASSEN COUNTY through its HEALTH AND SOCIAL SERVICES DEPARTMENT may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective July 1, 2018 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean LASSEN COUNTY through its HEALTH AND SOCIAL SERVICES DEPARTMENT.
- 2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- 2.4 Services. "Services" shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164;
- 3.4 Promptly report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Business Associate shall indemnify the Plan against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.8 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;

- 3.9 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.10 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.11 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.12 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of July 1, 2018 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
 - 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
 - 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
 - 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and

7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.

8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

**PARTNERSHIP HEALTHPLAN OF
CALIFORNIA**

By: Elizabeth Gibboney
AB41EE755E7E422

Print Name: Elizabeth Gibboney

Title: CEO

Date: 9/18/2018 | 4:36 PM PDT

LASSEN COUNTY

By: _____

Print Name: Richard Egan

Title: County Administrative Officer

Date: _____