

MEMORANDUM OF UNDERSTANDING
Between
County of Sonoma
and
Sonoma County Community Development Commission

This memorandum of understanding (hereinafter “MOU”), dated as _____ (“Effective Date”), is by and between the County of Sonoma on behalf of its Department of Health Services (hereinafter “DHS”) and the Sonoma County Community Development Commission (hereinafter “CDC”).

R E C I T A L S

Whereas, DHS clients experiencing integrated care management needs may experience housing instability or homelessness;

Whereas, Sonoma County has received funding from County Medical Services Program Governing Board (hereinafter “CMSP”) and from Reinvestment and Revitalization (hereinafter “R&R”) to provide housing location assistance to individuals who are receiving integrated care management (hereinafter “ICM”) by the Interdepartmental Multi-Disciplinary Team (hereinafter “IMDT”);

Whereas, CDC has the expertise in the delivery of services contemplated by this MOU; and

Whereas, both DHS and CDC have a mutual goal of serving homeless individuals in Sonoma County.

Now, therefore, the parties agree as follows:

1. Purpose

Each party to this MOU shall perform the services and shall complete all obligations assigned to that party as described in Exhibit A (Scope of Work) (hereinafter “Exhibit A”).

2. Term and Termination

2.1. The term of this MOU shall be from March 10, 2020 through June 30, 2023 unless terminated earlier in accordance with the provisions of Article 2 (Term and Termination).

2.2. Either party to this MOU may terminate the MOU for convenience and without cause. Termination shall be effected by giving the other party thirty (30) days advance written notice of the effective date of termination. In the event of a termination by DHS, CDC shall be entitled to receive compensation for any services satisfactorily performed through the date of termination.

3. Payment

DHS shall pay CDC an amount not to exceed \$438,765, including \$27,000 for fiscal year 2020-2021, \$238,000 for fiscal year 2021-2022, and \$173,765 for fiscal year 2022-2023, per Exhibit A, Article 3 (Fiscal Provisions).

4. Departmental Communication

All notices and reports shall be made in writing and addressed to:

To DHS:	To CDC:
Department of Health Services Admin Division Joseph Hegedus Joseph.Hegedus@sonoma-county.org	Community Development Commission Martha Cheever Martha.Cheever@sonoma-county.org

5. Confidentiality

5.1. CDC agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. CDC shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter “PII”) and/or protected health information (hereinafter “PHI”).

5.2. CDC agrees to comply with 45 Code of Federal Regulations 205.50, section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

5.3. CDC agrees to comply with policies and procedures as outlined in ACCESS Sonoma County Initiative – Information Privacy and Security Policy and Procedure.

6. Nondiscrimination

6.1. CDC shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Memorandum of Understanding are incorporated herein by this reference.

6.2. CDC understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

7. Record Retention/Access

7.1. Records generated in the course of CDC interventions shall be made available to staff of DHS according to Welfare and Institution Code 5329 and according to 42 CFR. Participant-specific information will only be released when a participant-signed consent form is on file. Records will be made available subject to a “need to know” basis.

7.2. Upon request, copies of these records will be provided to DHS.

7.3. Records generated in Watson Care Manager during the course of CDC interventions will be disclosed and retained in accordance with policies and procedures outlined in ACCESS Sonoma County Initiative – Information Privacy Security Policy and Procedure.

8. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the interest of both parties.

9. Merger

This writing is intended both as the finale expression of the final MOU between parties, hereto, with respect to the terms, and as a complete and exclusive statement of the terms of the MOU. No amendment to this MOU shall be effective unless and until such amendment is evidenced in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

COUNTY OF SONOMA COMMUNITY DEVELOPMENT COMMISSION

Dave Kiff, Interim Executive Director

Dated

COUNTY OF SONOMA:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Form:

County Counsel

Dated

Exhibit A: Scope of Work

The IMDT will address the comprehensive case management needs of individuals experiencing and at risk of homelessness. The IMDT is composed of specialized teams of case workers and support staff of different competencies to meet individual case management needs. The IMDT teams include Alcohol and Other Drug Services (AODS) counselors, Behavioral Health Clinicians (BHC), Senior Client Support Specialists (SCSS), Public Health Investigators, Senior Office Assistants (SOA), Social Service Worker IIIs (SSW III), Social Service Supervisor I (SSS I), Senior Eligibility Specialists, and a Program Planning and Evaluation Analyst (PPEA).

The IMDT collaborates with Safety Net Departments and community-based organizations (CBO), many of whom send representatives to weekly multi-disciplinary team meetings for case management and problem solving, and others of whom participate and support IMDT clients and objectives outside of regular meetings.

The Housing Negotiator/Inspectors will liaise with the collective IMDT and authorized partners both during and outside weekly team case management meetings to link IMDT clients with permanent housing coupled with case management and other supports.

1. CDC Responsibilities

- CDC will provide 2 full-time Housing Negotiators/Inspectors to recruit and engage landlords to identify potential rental properties, negotiate financial arrangements to encourage landlords to rent to those receiving subsidies through the Sonoma County Housing Authority; fill out applications, and advocate on behalf of participants with potential landlords; arrange for shared or innovative housing arrangements for participants when appropriate; and complete initial inspections of rental units for habitability standards prior to move in.
- Housing Negotiator/Inspectors funded through this MOU will coordinate with IMDT and partners to find appropriate housing and funding for participants.
- Housing Negotiator/Inspectors funded through this MOU will collaborate with IMDT and partners to develop IMDT programs, policies, and procedures. This collaboration includes coordination of operational issues, program evaluation, and the development of performance measures and reporting tools.
- Housing Negotiator/Inspectors funded through this MOU will be located at DHS IMDT offices at 1450 Neotomas Avenue. The position will be supervised by CDC staff, but report to the IMDT Health Program Manager for day-to-day duties and direction related to work with IMDT clients.
- CDC will report data and outcomes using the Homeless Management Information System (HMIS).
- CDC will adhere to the HMIS requirements for timely data collection, data entry, and data quality.
- The Housing Negotiators/Inspectors funded through this MOU will provide participation and outcome data to DHS by the 15th of the month following which services occurred or as discussed with DHS

- CDC will work with DHS to develop data reporting expectations and reporting requirements.
- The Housing Negotiators/Inspectors funded through this MOU will utilize Watson Care Manager software for brief documentation and case updates related to work that supports case management.

2. Department of Health Services Responsibilities

- DHS will refer participants for housing navigation assistance.
- DHS will ensure that individuals referred are stable and ready for permanent housing as well as have the necessary supportive services and other supports to optimize success.
- DHS will determine the duration of housing stabilization support, including extensions and length of financial assistance, but stabilization supports will be available for no less than six months after a client is housed.
- DHS will require participants to sign an IMDT release of information (ROI) that authorizes the exchange of confidential information between all IMDT authorized partners and departments, which include DHS and CDC.
- DHS will take the lead on program development
- Both DHS and CDC will organize and plan meetings between DHS and CDC staff as needed. DHS will take the lead on organizing IMDT-related meetings.
- DHS will provide training and access to Watson Care Manager.

3. Fiscal Provisions

3.1. Compensation

As compensation for services contemplated by this MOU, CDC shall receive a maximum of \$438,765 for the services provided by 1.0 FTE extra help Housing Negotiator/Inspector (6/1/2020-11/30/2021) and 1.0 FTE project limited Housing Negotiator/Inspector (6/12/2020-6/30/2023).

3.2. Fiscal Summary

1.0 FTE Housing Negotiator / Inspector

Funded via DHS IMDT COVID-19 Emergency Response Grant (CERG)

Term: 6/1/2020-11/30/2021

1.0 FTE Housing Negotiator / Inspector at CDC

Funded via DHS Interdepartmental Multi-Disciplinary Team (IMDT) – Expansion –

Funded Via 3/10/2020 and 5/23/2022 Board Item

Term: 3/10/2020-6/30/2023

Total Funding Amount: \$438,765 for 2.0 FTEs (funding 2.0 FTE's between 6/1/2020-11/30/2021 and funding 1.0 FTE in FY 2022-2023)

3.3. Cost Claims

- CDC shall submit to DHS quarterly cost reports for which reimbursement is sought.

- CDC shall not claim reimbursement under this MOU for expenditures reimbursed or financed by any other federal, state, or local government source. No supplantation of program financing by CDC is contemplated or allowed.