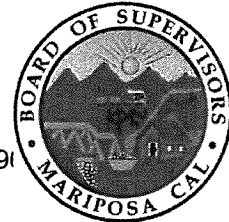


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 91



RESOLUTION - ACTION REQUESTED 2019-674

MEETING: November 26, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Approve Memorandum of Understanding (MOU) with the Amador Tuolumne Community Action Agency (ATCAA)

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding with the Amador Tuolumne Community Action Agency (ATCAA) to deliver funding in designated counties regarding the California Emergency Solutions and Housing (CESH); and authorize the Board of Supervisors Chair to sign the agreement.

Mariposa County has a prior history with ATCAA, joining Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. Mariposa County Health and Human Services Agency (HHSA) will use the Continuum of Care's (CoC) Coordinated Assessment and other programs to deliver services that meet the housing needs of program participants. ATCAA will function as the administering agency, submitting required program and fiscal reporting to the State of California. Allocated funding under the MOU includes \$56,250 for homeless prevention services and \$4,500 for Point In Time Incentive for a total amount not to exceed \$60,750.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved another agreement in the amount of \$302,412 with ATCAA on May 7, 2019 through Resolution No. 2019-235.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, Mariposa County HHSA will not be able to participate in this program that would provide \$56,250 in homeless prevention services for HHSA clients.

FINANCIAL IMPACT:

This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:

Resolution - Action Requested 2019-674

MOU - ATCAA and Mariposa Wcsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

MEMORANDUM OF UNDERSTANDING
between
AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY
and
MARIPOSA COUNTY HEALTH AND HUMAN SERVICES
for
California Emergency Solutions & Housing Program-CESH
18-CESH-12432

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 15th day of November, 2019, by and between Amador-Tuolumne Community Action Agency, a joint powers agency pursuant to Government Code §6500 et seq., (“ATCAA”), and the County of Mariposa, a political subdivision of the State of California (“County”).

WITNESSETH:

WHEREAS, ATCAA is the administrative agent for state funded Homeless Prevention services through the Continuum of Care governing group consisting of the counties of Mariposa, Tuolumne, Calaveras and Amador; and

WHEREAS, Tuolumne and Amador are the member agencies of ATCAA; and

WHEREAS, it is desired that the obligations of ATCAA and each other counties be memorialized in this Memorandum of Understanding.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is contract with local Central Sierra Continuum of Care Housing Service Providers to deliver funding in their respective Counties regarding the California Emergency Solutions and Housing (CESH)

Term of the Agreement: From 11/15/19 to 06/30/2022 for an amount not to exceed Sixty Thousand, Seven Hundred and Fifty dollars (\$60,750) to Mariposa County for HOMELESS PREVENTION SERVICES (\$56,250) and POINT IN TIME INCENTIVE FUNDING (\$4,500) as outlined in Budgeting of Homeless Prevention funds - Mariposa

LIMITED OPTION: The term of this MOU shall commence on 11-15-2019 and terminate on 12-31-2022 unless extended as provided by this MOU.

Budgeting Homeless Prevention Funds

Mariposa program staff costs: not to exceed \$14,062 (25% of Homeless Prevention funds). Personnel costs (including staff salaries, taxes, workers compensation, mandated and non-mandated benefits) and occupancy expenses are eligible costs under this Agreement.

Mariposa program administrative costs: \$5,625 (10% of contract regarding HP funds). Personnel costs (including administrative staff salaries, taxes, workers compensation, mandated and non-mandated benefits) are allowed. Mariposa Direct Client Services

Homeless Prevention costs: \$ 36,563 dedicated to meet the CESH outcomes and standards submitted to the State of California by the Central Sierra Continuum of Care.

2. ATCAA'S RESPONSIBILITIES

Monitor Client files and submissions into the Homeless Management Information Systems. Contractor can monitor when it deems necessary, required by State once during grant period

Submit all required reporting to the State of California outlined in the Standard Agreement 18-CESH-12432.

Offer Technical Assistance to Mariposa staff as requested regarding client program mandated documentation.

Offer Technical Assistance to Mariposa staff as requested regarding HMIS Coordinated Entry/Client level data entry.

Monitor contract expenditures to share with CA-526 Executive Committee as needed.

MARIPOSA COUNTY'S RESPONSIBILITIES

Utilize the Central Sierra Continuum of Care's (CoC) Coordinated Assessment to arrange, coordinate, monitor and deliver services related to meeting housing needs of program participants;

Provide Housing Homeless Prevention services to participants in the HOME SAFE – CESH- **HOMELESS PREVENTION** (HP) program;

Set up with the HMIS Manger/Consultant a new *CESH ROUND 1 Homeless Prevention* Program into the Homeless Management Information Systems.

Enter all CESH Homeless Prevention Clients into the HMIS system by the 30th of each month.

(ATCAA) needs all client information to report on all statistics in a timely manner as mandated. Random Risk Assessments from State require timely reporting responses.

Have all staff trained in Homeless Prevention and HMIS services before administering funds to clients.

Document and confirm household's income and housing status, and the legitimacy of the landlord-tenant relationship through verification with county assessor's parcel number: ESG Federal Standards apply - all HP Clients must be below 30% of AMI.

Keep all Homeless Prevention files on site for monitoring purposes for up to 7 years after contract expires

When possible: Coordinate with ATCAA housing staff to offer their Smart Money classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation and legal referrals for court proceedings related to housing issues;

Provide on- going training to staff to collect data on all HOME SAFE – CESH-HP participant household members as required for entry in the Homeless Management Information System (HMIS);

Provide weekly or monthly progress reports on enrolled clients through the CES Housing Determination Committee meeting (Monday calls);

Participate in CA-526 Sub- Committees regarding Rental Assistance Programs through Central Sierra Continuum of Care;

Mariposa will use dedicated funding of Point in Time Incentive funds on all activities related only to the Unsheltered PIT counts that take place during the term of this contract.

Budgeting of Homeless Prevention funds must stay within parameters of this contract to meet all State CESH outcomes submitted by CA-526 Continuum of Care.

Staff must keep records and verify all income qualifications as stated in the CA-526 Written Standards-Verification of all CESH Homeless Prevention 24 CFR 578.3. Annual Income must be 30% or below to qualify for Homeless Prevention CESH.

Mariposa County must keep all documentation of client files until 2026 regarding possible State of California monitoring requests.

Mariposa will provide CESH- Homeless Prevention Client files as requested to Administrative Entity for monitoring mandates.

Mariposa shall supply all necessary supplies, equipment, materials, clerical and all other services required for satisfactory performance provided.

Any Grant funds which have not been expended by the Expenditure Deadline must be returned to ATCAA.

Reporting requirements: A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Subcontractor shall submit an annual report to the ATCAA by July 15th of each year, detailing all activities from the previous fiscal year (7/1-6/30), on forms provided by the ATCAA.

The first report will be due on July 15, 2020 and will report all activities from 7/1/19 - 6/30/20.

If necessary, the second report will be due on July 15, 2021 and will report all activities from 7/1/20 - 6/30/21.

If necessary, the third report will be due on July 15, 2022 and will report all activities from 7/1/21 - 6/30/22.

Reporting will include:

- a) The number of homeless persons served;
- b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
- c) The number of homeless persons exiting the program or project to permanent housing; and,
- d) The number of persons that return to homelessness after exiting the program or project.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days advance written notice of an intention to terminate.

4. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

5. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of ATCAA, County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

6. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10. NO THIRD PARTY BENEFICIARIES

The ATCAA and County agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

11. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

12. NOTICE

Any and all notices, reports or other communications to be given to ATCAA or County shall be given to the persons representing the respective parties at the following addresses:

COUNTY:

Health and Human Services Agency
Attn: Director
P.O. Box 99
Mariposa, CA 95338

ATCAA:

10590 Highway 88
Jackson, CA 95642
Direct line (209)-223-1485 x 224

Fax: (209) 223-4178

13. PUBLIC RECORDS ACT

County is aware that this MOU and any documents provided to ATCAA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the County to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that ATCAA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

17. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

18. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

19. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.



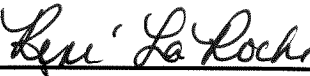

20. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

21. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

<p>ATCAA:</p> <p> _____ Joe Bors, Executive Director</p>	<p>County of Mariposa</p> <p> _____ Miles Menetrey, Chair Board of Supervisors</p>
	<p>ATTEST:</p> <p> _____ Rene LaRoche Clerk of the Board</p>
	<p>APPROVED AS TO LEGAL FORM:</p> <p> _____ Steven W. Dahlem Mariposa County Counsel</p>