



**PARTNERSHIP AGREEMENT
(MEMORANDUM OF UNDERSTANDING)**

BETWEEN

LOS ANGELES COUNTY

Los Angeles County Alliance for Health Integration on behalf of the Departments of
Health Services, Mental Health and Public Health

AND

[Entity]

FOR

[Program name/purpose]

PURPOSE

The purpose of this Community Care Expansion (CCE) Program Partnership Agreement (Memorandum of Understanding) is to demonstrate the shared commitment of the County and Provider Entity to the following:

- 1) Ensuring care is accessible, equitable and respectful for the most vulnerable clients and those clients who have the greatest needs.
- 2) Supporting the provider Entity and catalyzing development of the residential provider network through County partnership agreements that provide financial incentive and help to expedite community provider projects.

It is a high priority of the County to maximize and leverage the unprecedented provision of resources made available through the California Department of Social Services (CDSS) CCE Program. The County's strategy seeks to maximize CCE funding rounds to increase bed capacity and infrastructure funding with guideposts that consider, support and balance the interests and needs of multiple interests, populations and stakeholders. This includes County support of the community-based organization/provider networks.

TERM OF PARTNERSHIP AGREEMENT

This Partnership Agreement is effective on the effective date of the Entity's CCE grant award letter and will remain in effect as long as the CCE subcontract agreement required use restriction period between Entity and AHP is in effect. [ADD NOTIFICATION DATE and END DATE]

This Partnership Agreement is not intended nor shall it be construed as creating any exclusive arrangement with [Entity]. This Partnership Agreement shall not restrict the County from entering into similar Partnership Agreements or agreements for equal or like goods and/or services from other entities or sources. By entering into this Partnership Agreement, [Entity] agrees to accept County-referred clients into [Entity's] program and gives the County right of first refusal for eligible residents for new and expanded beds; however, there is no guarantee of a minimum amount of referrals that will be made to [Entity] from County.

BACKGROUND

The CDSS CCE Program is part of the largest provision of resources for infrastructure in the state's history and an unprecedented opportunity to effect meaningful, sustainable change in the behavioral health and long-term care continuums in California. The CCE program was established by Assembly Bill No. 172 (Chapter 20, Statutes of 2021) and will provide \$805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including those who are experiencing homelessness or at risk of homelessness.

CCE Program funds are available for capital expansion projects including acquisition, construction, and rehabilitation of residential care settings. Grantees may be approved to use a portion of these funds to establish a capitalized operating subsidy reserve (COSR) for these projects, available for use for up to 5 years. The CCE is a state-wide competitive grant process eligible for counties, cities, tribal entities, nonprofit organizations, for-profit organizations, and private organizations whose projects reflect the state's priorities.

Proposed projects need to expand community capacity for serving the target and prioritized populations including seniors and qualifying adults with disabilities who require long-term care supports, giving priority to applicants and recipients of SSI/SSP and/or CAPI benefits who are at risk of or experiencing homelessness. Private organizations, including private real estate developers, with related prior development experience who are collaborating with nonprofit organizations, tribal entities, or counties may apply, but will be required to demonstrate a legal agreement, such as this Partnership Agreement, with the county, tribe, cities, for-profits, or nonprofit organization in order to get a reduced match of 10%. All CCE applicants must complete a pre-application consultation conducted by Advocates for Human Potential (AHP), CDSS' grant and fiscal administrator. The consultation will cover review of the proposed projects, opportunities for technical assistance, match requirements, statutory and regulatory requirements, how the project addresses local need/gaps and the state's priorities, and a determination if the project meets the other eligibility requirements.

The grant match guidelines are as follows: Tribal entities = 5% match; counties, cities, and nonprofit providers = 10% match; for-profit providers and/or private organizations = 25% match. CCE has incentivized local partnerships and stipulates that for-profit providers who partner with tribes, counties, cities, or nonprofit providers will be eligible for the lower match, reducing the required match from 25% to 10%. Los Angeles County Partnership Agreement and criteria are defined in this Partnership Agreement.

For provider entities seeking a Partnership Agreement with the County, the following are the key steps to the process:

- 1) Provider Entity independently completes and submits the CCE pre-application to AHP on behalf of their organization.
- 2) To initiate with the County, provider Entity completes a LA County CCE Partnership Agreement & Technical Assistance Survey.
- 3) Provider Entity concurrently and independently completes the CCE pre-application consultation with AHP and submits pre-application consultation code to the County to verify completion.
- 4) County reviews and evaluates LA County CCE Partnership Agreement and Technical Assistance survey submissions to assess whether provider entity meets County criteria.
- 5) County notifies provider Entity of Partnership Agreement eligibility or ineligibility and facilitates technical assistance for provider Entity as needed.
- 6) If eligible, County and provider Entity will execute Partnership Agreement after provider Entity obtains consultation code from AHP.

7) Provider Entity is responsible for submitting Partnership Agreement to AHP.

WHEREAS, it is the intent of County [Department] and [other Entity] (hereinafter referred to as "Parties") to participate in the CDSS CCE Program for the purpose of formalizing a partnership with the County that mutually benefits both parties. This Partnership Agreement will establish a partnership between County and [Entity] that is dependent on the final award of a grant to [Entity] from AHP, the fiscal intermediary for the CDSS CCE Program. [Entity] has applied for a grant from CDSS independently and agrees the County is not and will not be a co-applicant. The Parties agree as follows:

- 1) This Partnership Agreement forms the basis of mutual understanding and respective responsibilities between the Parties.
- 2) County Partnership Agreement qualifies Entity for a lower CCE grant match reducing match from 25% to 10%, as applicable.
- 3) Entity commits to accept County client referrals and gives the County the right of first refusal to fill new and expanded beds. Client referrals include priority populations such as applicants and recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and/or Cash Assistance Program for Immigrants (CAPI) benefits and those who are unhoused, mentally ill, those with co-occurring disorders, medically compromised individuals and others who require specialty services.
- 4) Entity attests to their ability to cover all operational costs associated with the project and understands the County will not contribute to the operational costs of the project.
- 5) County will provide linkages for Entity to connect clients to County service network.
- 6) County will offer Entity technical and programmatic support.

All provisions of this Partnership Agreement are separate and divisible, and if any part is waived, the remaining provisions shall continue in full force and effect.

FUNDING

There is no funding associated with this Partnership Agreement.

DMH, DHS, CEO, AHI RESPONSIBILITIES

DMH, DHS, CEO, AHI will:

- 1) Outreach to provider network, review and evaluate requests for Partnership Agreement(s).
- 2) Coordinate with [Entity] to advise of County clients requiring placement.
- 3) Execute and oversee Partnership Agreement and related provisions, as listed herein.

Following is a list of Department Leads by department:

- Maria Funk, Ph.D., Deputy Director, Housing and Job Development Division, DMH, mfunk@dmh.lacounty.gov
- Elizabeth Boyce, Deputy Director of the Housing for Health Program, DHS, eboyce@dhs.lacounty.gov
- Cheri Todoroff, Executive Director, Homeless Initiative, CEO, ctodoroff@ceo.lacounty.gov
- Jaclyn Baucum, Chief Operating Officer, Alliance for Health Integration, jbaucum@ahi.lacounty.gov

[Other Entity] RESPONSIBILITIES

[Other Entity] will:

In addition to satisfying and maintaining all grant requirements for the term of the award, Entity must:

- 1) Remain a provider in good standing.
- 2) Accept County client referrals and give the County the right of first refusal to fill new and expanded beds.
- 3) Provide written notice to County within 3 business days of bed becoming available/vacancy and shall not fill such vacancy with a non-County referred client for a minimum of 5 business days or until County declines vacancy, whichever occurs first.
- 4) Notify County when AHP Pre-Application Consultation is completed and grant award is issued.
- 5) Prioritize and address recognized service gaps in priority communities and with priority populations.
- 6) Accept challenging populations defined as those who are unhoused, mentally ill, those with co-occurring disorders, or medically compromised individuals as well as recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and/or Cash Assistance Program for Immigrants (CAPI) benefits.
- 7) Agree to adhere to and abide by all grant requirements including governance, evaluation and reporting.

Partnership Agreement Administration Officers

The persons listed below will serve to coordinate the activities of each Party in carrying out this Partnership Agreement:

[Other Entity]	Los Angeles County DEPARTMENT DMH, DPH, CEO
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<p>Contact name, address, email address, phone number</p>	<p>For DMH and DPH: Jaclyn Baucum Chief Operating Officer Alliance for Health Integration 313 N. Figueroa Street Los Angeles, CA 90012 Jbaucum@ahi.lacounty.gov (213) 288-7333</p> <p>For CEO: Cheri Todoroff Executive Director Homeless Initiative Chief Executive Office 500 West Temple Street Los Angeles, CA 90012 ctodoroff@ceo.lacounty.gov (213) 974-1752</p>
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AUTHORIZED SIGNATURES

In witness whereof, the parties to this Partnership Agreement through their duly authorized representatives have executed this Partnership Agreement as shown below by the signatures of authorized officials from each Party.

Los Angeles County Alliance for Health Integration

BY: _____
Name _____

Title _____

Address _____

Signature _____

Date _____

[Other Entity]

BY: _____
Name _____

Title _____

Address _____

Signature _____

Date _____