

Whole Person Care Pilot Program

MEMORANDUM OF UNDERSTANDING

Dated January 1, 2018 through September 30, 2029

Between

County of Monterey, on behalf of the Monterey County Health Department

and

**Junsay Oaks, L.P. with CHISPA GP, LLC doing business as
CHISPA, Inc. as managing partner**

Memorandum of Understanding

I. DECLARATION

This agreement is entered into, by and between the **County of Monterey, on behalf of the Monterey County Health Department**, (hereinafter referred to as “**Health**”), and Junsay Oaks, L.P. with CHISPA GP, LLC doing business as CHISPA, Inc. as managing partner (hereinafter referred to as “**Junsay Oaks**”), for the purpose of facilitating services under the County of Monterey Whole Person Care (WPC) Pilot Program.

II. BACKGROUND

The Whole Person Care (WPC) pilot is a five-year pilot program authorized under California’s Medi-Cal 2020 waiver to test locally-based initiatives that will coordinate physical health, behavioral health, and social services for vulnerable Medi-Cal beneficiaries who are high users of multiple systems and continue to have or are at risk of poor health outcomes.

Monterey County is the awardee of WPC funds provided by the State of California, and the Monterey County Health Department is the fiscal agent and the lead agency charged with implementing the WPC contract agreement, which is in effect through June 30, 2021. WPC seeks to serve a minimum of 600 homeless Medi-Cal members throughout the duration of the WPC pilot program. Medi-Cal benefits in Monterey County are managed by Central California Alliance for Health (CAAH).

CHISPA, Inc., a 501(c)3 organization, is the largest private, nonprofit housing developer and residential management company based in Monterey County, and has built single and multi-family housing since 1980. CHISPA, Inc and **Junsay Oaks** have assembled funding and property to build and manage 47-unit apartment complex at 3098 De Forest Road in Marina CA, of which 20 one-bedroom apartments will be set aside to house individuals who qualify as “High-Utilizer” CCAH members. The project, titled Junsay Oaks (hereinafter referred to as “Junsay Oaks apartment complex”), is expected to be occupied by April 2019.

III. PURPOSE

The purpose of this MOU is to memorialize the commitment of Health to provide case management services at the Junsay Oaks apartment complex for a period of ten (10) years, so as to allow CHISPA, Inc. to meet its grant obligations in order to receive funding for construction of the apartment complex from CCAH.

IV. PRINCIPLES OF THE MOU

A. **Health** agrees to:

1. Utilize **Junsay Oaks**-provided private space at the Junsay Oaks apartment complex to meet with eligible residents, occupying 20 High Utilizer units at the Junsay Oaks apartment complex, for the provision of case management services.
2. Provide the above-mentioned services for a minimum period of ten (10) years, once the Junsay Oaks apartment complex is constructed and occupied.

B. Health and Junsay Oaks agree:

1. **Health** will provide case management services at the Junsay Oaks apartment complex after separate agreements are in place with all necessary parties ensuring that such case management services can be provided in full compliance with all legal obligations, including but not limited to laws governing patient privacy rights. Necessary parties may include, CHISPA, Inc., CCAH, and/or others.
2. **Health** will provide the reporting set forth in Section IV.C.3., below, after separate agreements are in place with all necessary parties ensuring that such reporting can be provided in full compliance with all legal obligations, including but not limited to laws governing patient privacy rights. Necessary parties may include, CHISPA, Inc., CCAH, and/or others.

C. Confidentiality and Records

1. Confidentiality

This MOU does not authorize the sharing of any confidential medical or personal records. No such sharing or reporting may occur, and no case management services may be provided, unless and until all necessary agreements described in Sections IV.B.1-2, above, are in place, and then only in compliance with such additional agreements.

2. Maintenance of Records

Health will not maintain or store any records at the **Junsay Oaks** site. Any records that **Health** prepares, maintains, and preserves that may be required by Federal, State and County rules and regulations related to services performed under this MOU (and/or under the separate agreements described above at Sections IV.B.1-2) shall remain under the possession and control of **Health**.

3. Reporting Requirements

When and if all necessary agreements described in Sections IV.B.1-2, above, are in place, **Health** will provide CHISPA, Inc. (and indirectly, CCAH, as the County's Medi-Cal provider), with an aggregate report of case management outcomes that will not contain Personally Identifiable Information or Protected Health Information. The content and frequency of reports shall be determined at a later time, however, it is anticipated that the aggregated report may include:

- a. the number of patient/client engagements,
- b. percentage of patients/clients with a completed individual care plan,
- c. percentage of patients/clients on track with their health goals,
- d. aggregate number of referrals to medical, mental health, social services and other support providers.

V. Contract Administrators

Health hereby designates Patricia Zerounian as its Administrator for this MOU. All matters concerning this MOU that are within the responsibility of **Health** shall be under the direction of, or shall be submitted to, the **Health** Administrator.

Junsay Oaks hereby designates Dana Cleary as its Administrator for this MOU. All matters concerning this MOU which are within the responsibility of **Junsay Oaks** shall be under the direction of, or shall be submitted to, the **Junsay Oaks** Administrator.

VI. INDEMNIFICATION

Junsay Oaks shall indemnify, defend, and hold harmless **Health**, its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this MOU by **Junsay Oaks** and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by **Health**. It is the intent of the parties to this MOU to provide the broadest possible coverage for **Health**. **Junsay Oaks** shall reimburse **Health** for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the **Junsay Oaks** is obligated to indemnify, defend and hold harmless **Health** under this MOU.

VII. TERM AND TERMINATION

Term: The initial term (the "Initial Term") of this MOU shall begin on January 1, 2018 and end twelve (12) years later on September 30, 2029. Upon expiration of the initial term, this MOU can be renewed for successive three-year periods (each a **Renewal Term**) with parties' agreement until terminated in accordance with Termination section immediately below. "Initial Term" and "Renewal Term" may be used in this MOU interchangeably with "Term". Both parties agree that the financial terms and service commitments may be renegotiated annually.

Termination: Either Party may terminate this MOU with sixty (60) days advance written notice.

VIII. AMENDMENT

This MOU may be amended or modified upon mutual written consent of both parties.

IX. EXHIBITS

The following exhibits are incorporated herein by reference and constitutes a part of this MOU:

Exhibit A: Junsay Oaks site at 3098 De Forest, Marina.

Exhibit B: Junsay Oaks Counseling Office.

X. NOTICES

Notices required under this MOU shall be delivered personally or by first-class postage pre-paid mail to appropriate contract administrators at the addresses listed below:

For Health Department:

Elsa Jimenez
Director of Health
County of Monterey Department of Health
1270 Natividad Road
Salinas, CA 93906

For Junsay Oaks:

Alfred Diaz-Infante
President/CEO
CHISPA, Inc.
295 Main St #100
Salinas, CA 93901

IN WITNESS WHEREOF, County and Junsay Oaks have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

**Junsay Oaks, L.P., by and through its
managing partner CHISPA, Inc.**

By: _____
Contract/Purchasing Officer

By: _____
Alfred Diaz-Infante, President/CEO

Date: _____

Date: _____

By: _____
Department Head (if applicable)

By: _____
Norm Kolpin, CFO

Date: _____

Date: _____

Approved as to Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Exhibit A
Junsay Oaks Site

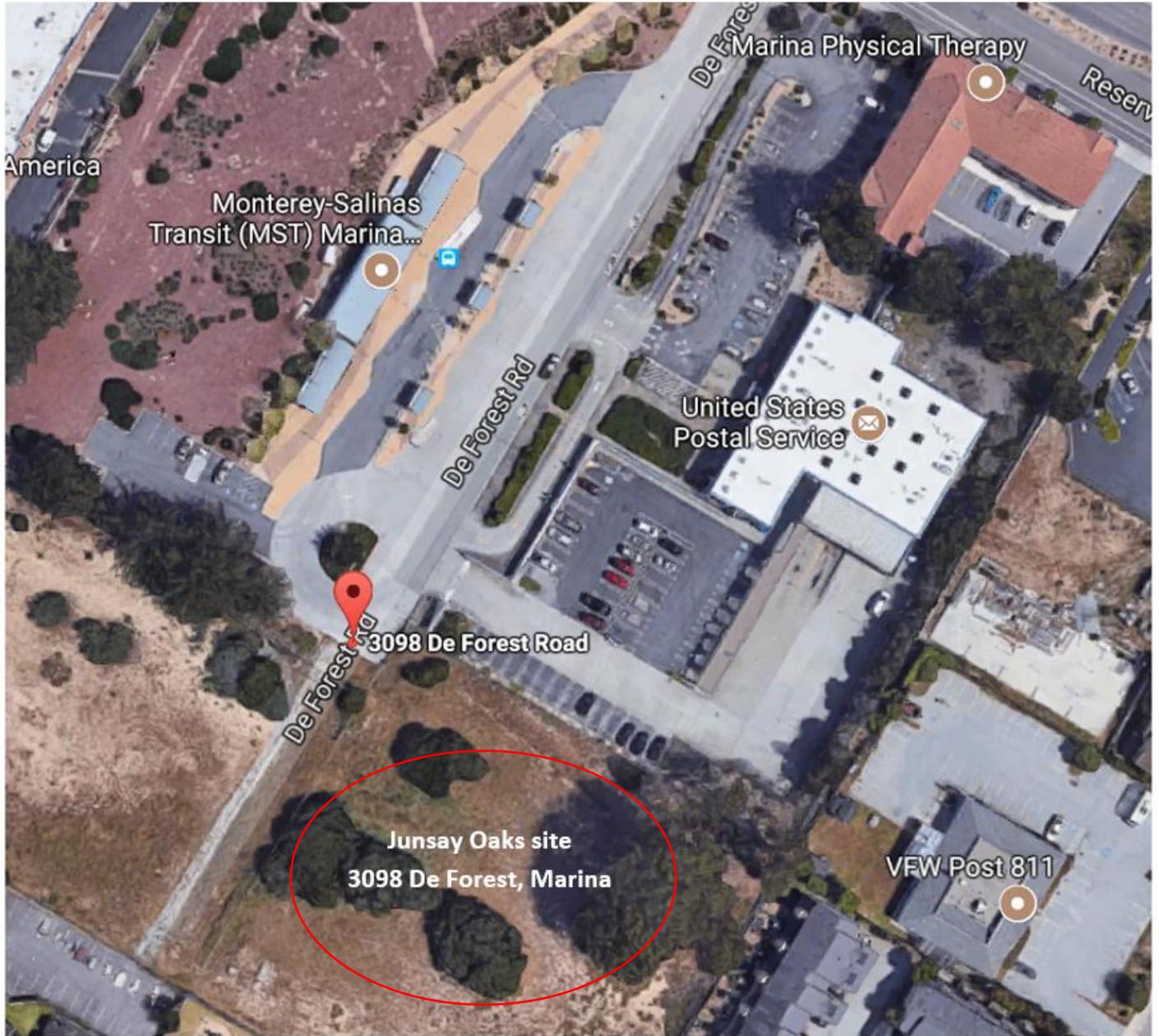
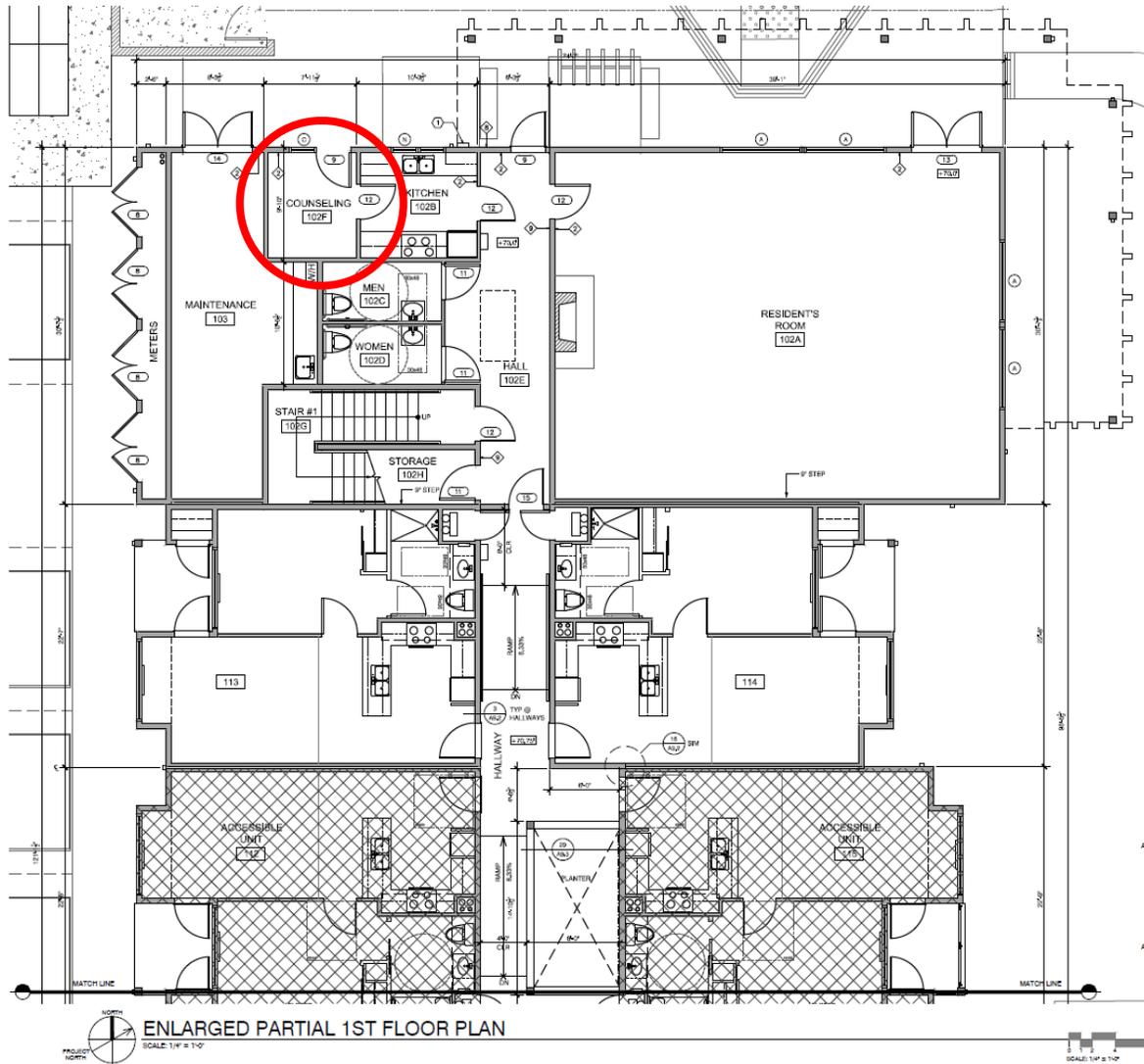


Exhibit A

Junsay Oaks Counseling Office



SHEET NOTES
 1. KNOCK BOX IF WALL VERIFY LOCATION WITH FIRE DEPARTMENT

Project/Owner:
**JUNSAY OAKS
 SENIOR
 APARTMENTS**
 3098 DeForest Road
 Marina, CA 93933

CHISPA, INC.

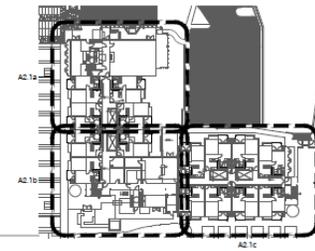
**THE
 PAUL DAVIS
 PARTNERSHIP**
 ARCHITECTS & PLANNERS

The Paul Davis Partnership, LLP
 200 Edmonds Street
 Menlo Park, CA 94025
 (650) 875-2700 FAX (650) 875-2800
 EMAIL: info@pauldavispartnership.com

Drawn By: MP, VQ
 Drawing Date: 05.26.16
 Project Number: 1102

Revised:

SEE SHEET A2.1 FOR TYPICAL KEYNOTES & WALL LEGEND



Sheet Title:
**ENLARGED
 PARTIAL
 1ST FLOOR PLAN**

Sheet Number:

75% PROGRESS DRAWINGS - NOT FOR CONSTRUCTION

ENLARGED PARTIAL 1ST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

KEY PLAN

A2.1a