

ALAMEDA COUNTY  
**HEALTH CARE SERVICES**

AGENCY  
COLLEEN CHAWLA, Director



REVISED

AGENDA \_\_\_\_\_ July 11, 2023

**OFFICE OF THE AGENCY DIRECTOR**

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San Leandro, CA 94577

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June 27, 2023

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: ACCEPT HOUSING AND HOMELESSNESS INCENTIVE PROGRAM (HHIP) FUNDING FROM ALAMEDA ALLIANCE FOR HEALTH FOR A LEGAL SERVICES PILOT PROJECT TO IMPROVE HOUSING AND HEALTH OUTCOMES FOR HOMELESS AND FORMERLY HOMELESS RESIDENTS IN ALAMEDA COUNTY FROM 7/1/23 TO 12/31/25 IN AN AMOUNT OF \$500,000**

Dear Board Members:

**RECOMMENDATIONS**

- A. Accept Housing and Homelessness Incentive Program funding from Alameda Alliance for Health to improve health and housing outcomes for homeless and formerly homeless residents in Alameda County for the period of 7/1/23 – 12/31/25, in an amount not to exceed \$500,000 with no required County funding match;
- B. Approve the First Amendment to the Memorandum of Understanding (MOU) with Alameda Alliance for Health (Principal: Matthew Woodruff, Location: Alameda) to support a Legal Services Pilot Project to address homelessness and housing insecurity in Alameda County, extending the term from 7/1/22 – 4/1/24 by 21 months through 12/31/25, and increasing the amount from \$13,496,000 to \$13,996,000 (\$500,000 increase);
- C. Delegate authority to the Agency Director, or designee, to negotiate and execute the First Amendment to the MOU, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing; and
- D. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$200,000

**DISCUSSION/SUMMARY**

Health Care Services Agency (HCSA) requests your Board to accept additional Housing and Homelessness Incentive Program (HHIP) funding from Alameda Alliance for Health (AAH) to address homelessness and housing insecurity as a social determinant of health, and to meet HHIP program metrics, in an amount not to exceed \$500,000. HHIP funding would support a 30-month Legal Services Pilot Project (7/1/23 – 12/31/25) to test the effectiveness of adding legal expertise to Housing Community Supports (HCS) services under CalAIM. Actual HHIP funds received will be dependent upon HCSA meeting HHIP program metrics and agreed upon deliverables. Funds are paid to subcontractors based on meeting deliverables for the Legal Services Pilot Project agreed upon between AAH and the County. Any requirements set

forth between the County and AAH will be included in subcontracts as appropriate, and HCSA will monitor those contracts.

HHIP is being implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. HHIP is a voluntary incentive program that enables Managed Care Plans (MCPs) to earn incentive funds for making progress in addressing homelessness and housing insecurity as a social determinant of health. DHCS began implementation of HHIP on January 1, 2022. On December 20, 2022 (File No. 30931, Item No. 10), your Board accepted Housing and Homelessness Incentive Program (HHIP) funding from AAH and approved an MOU with AAH in the amount of \$13,496,000 with no required County funding match.

The Legal Services Pilot Project is intended to provide legal support for barriers to obtaining and retaining housing for Medi-Cal members by 1) providing training for Housing Community Supports (HCS) subcontracted providers on legal issues, and how and when to refer clients for services; and 2) providing direct services, including a combination of legal representation for consumers and technical assistance to HCS case managers. The target population includes AAH members enrolled in Housing Transition Navigation or Housing Tenancy and Sustaining Services with HCSA's 19 subcontracted HCS providers, approved by your Board on December 20, 2022 (File No. 30931, Item No. 10), February 7, 2022 (File No. 30994, Item No. 16), and April 4, 2023 (File No. 31019, Item No. 16).

HCSA is developing a detailed agreement that includes program metrics, reporting and funding disbursements with AAH. HCSA requests that your Board delegate authority to the Agency Director, or designee, to negotiate and execute the First Amendment to the MOU to speed execution of this time-sensitive project. Your Board's approval would support legal services that can result in reduced homelessness, increased housing stability and habitability, and increased household income, all of which result in reduced utilization of emergency and inpatient services. The funds would support a new Standard Services Agreement with Bay Area Legal Aid to implement Year 1 of the Legal Services Pilot Project, which your Board is considering as a separate item today. HCSA may bring subsequent HHIP-related legal services contracts to your Board for approval.

## **FINANCING**

Funding for these recommendations (\$500,000) comes from Alameda Alliance for Health and is not included in the HCSA Fiscal Year (FY) 2023-2024 Approved Budget. HCSA will bring subsequent items associated with the budget adjustments and contracts to your Board for approval. Approval of these recommendations will have no impact on net County cost.

## **VISION 2026 GOAL**

Supporting implementation of HHIP to improve health and housing outcomes for people experiencing or at risk of homelessness meets the 10X goal pathways of **Healthcare for All** and **Eliminate Homelessness** in support of our shared visions of a **Thriving & Resilient Population** and **Safe and Livable Communities**.

Sincerely,

DocuSigned by:  
  
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Colleen Chawla, Director  
Health Care Services Agency

AGENDA DATE:7/11/2023

BOARD LETTER SUBJECT:ACCEPT HOUSING AND HOMELESSNESS INCENTIVE PROGRAM (HHIP) FUNDS FROM  
ALAMEDA ALLIANCE FOR HEALTH FOR A LEGAL SERVICES PILOT TO IMPROVE HOUSING AND HEALTH OUTCOMES FOR HOMELESS  
AND FORMERLY HOMELESS RESIDENTS IN ALAMEDA COUNTY IN AN AMOUNT OF \$500,000

BUDGET YEAR:2024

FUND:10000

The use of Designations, as follows:

| NAME OF DESIGNATION | ORG | AMOUNT |
|---------------------|-----|--------|
|                     |     |        |

The increase (decrease) in anticipated revenue, as follows:

| Informational                   |        |       |         |           |
|---------------------------------|--------|-------|---------|-----------|
| ORG                             | ACCT   | PROG  | PROJ/GR | AMOUNT    |
| 350100                          | 463050 | 00000 |         | \$200,000 |
|                                 |        |       |         |           |
|                                 |        |       |         |           |
|                                 |        |       |         |           |
| ORG TOTAL                       |        |       |         | \$200,000 |
| Informational                   |        |       |         |           |
| ORG                             | ACCT   | PROG  | PROJ/GR | AMOUNT    |
|                                 |        |       |         |           |
|                                 |        |       |         |           |
|                                 |        |       |         |           |
|                                 |        |       |         |           |
| ORG TOTAL                       |        |       |         | \$0       |
| GRAND TOTAL ANTICIPATED REVENUE |        |       |         | \$200,000 |

The increase (decrease) in appropriations, as follows:

| Informational             |        |       |         |           |
|---------------------------|--------|-------|---------|-----------|
| ORG                       | ACCT   | PROG  | PROJ/GR | AMOUNT    |
| 350100                    | 610000 | 00000 |         | \$200,000 |
|                           |        |       |         |           |
|                           |        |       |         |           |
|                           |        |       |         |           |
| ORG TOTAL                 |        |       |         | \$200,000 |
| Informational             |        |       |         |           |
| ORG                       | ACCT   | PROG  | PROJ/GR | AMOUNT    |
|                           |        |       |         |           |
|                           |        |       |         |           |
|                           |        |       |         |           |
|                           |        |       |         |           |
| ORG TOTAL                 |        |       |         | \$0       |
| GRAND TOTAL APPROPRIATION |        |       |         | \$200,000 |

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN ALAMEDA ALLIANCE FOR HEALTH (ALLIANCE) AND *Alameda County*  
*Health Care Services Agency (HCSA)***

July 2023

**Housing and Homelessness Incentive Program (HHIP) Housing Community Supports  
Legal Services Pilot**

This Amendment No. 1 to the Memorandum of Understanding (“Amendment 1”) is entered into by and between Alameda Alliance for Health (“Alliance”) and Alameda County Health Care Services Agency (“HCSA”) (collectively the “Parties”) with respect to the Memorandum of Understanding with an effective date of July 1, 2022 and executed on December 30, 2022 (“MOU”).

WHEREAS, the MOU specifies the responsibilities and deliverables required of HCSA to receive payments from the Alliance through the Housing and Homelessness Incentive Program (“HHIP”);

WHEREAS, the Parties desire to extend the MOU term through December 31, 2025;

WHEREAS, the Parties desire to include Housing Community Supports Legal Services as an additional HHIP program area, with \$500,000 specific to that program area;

WHEREAS, the Parties desire to include additional general terms and conditions in the MOU.

THEREFORE, the Parties hereby agree as follows:

1. The term of the MOU is extended through December 31, 2025. Termination rights remain the same. Either party may terminate by written notification to be received 30 days prior to termination date.
2. The Housing Community Supports Legal Services program area is added to the MOU. The terms are set forth in Exhibit A.1 and Appendix A, attached hereto and made a part of the MOU.
3. With the \$500,000 specific to the Housing Community Supports Legal Services program area, the total HHIP award amount is \$13,996,000.
4. Unless specified in this Amendment 1, all other terms and conditions of the MOU remain in full force and effect and are unchanged.
5. **Dispute Resolution.** Should a dispute develop between the parties to this MOU, the Parties will first attempt to informally negotiate and resolve their conflict at the operational level through meetings between each Party’s representatives with decision-making authority.


The dispute shall be considered to have arisen when one Party sends the other Party a written notice of the dispute. The period for informal negotiations shall commence within fourteen (14) days from receipt of the written notice of dispute unless such time-period is modified by written agreement of the Parties. Once all reasonable, good faith efforts to do so have been made, an unresolved dispute must be submitted to upper management for another opportunity to negotiate and resolve the conflict by each Party's key executives within 45 days unless such time-period is modified by written agreement of the Parties. Such executives shall promptly use all good faith efforts to seek a resolution. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties shall submit the dispute to non-binding mediation. If the Parties submit the dispute to non-binding mediation, the Parties shall not be required to mediate their dispute for longer than a single, 8-hour day. The decision to continue mediation shall be in the sole discretion of each Party. Unless modified by written agreement of the Parties, the Parties will bear their own costs for the mediation and the mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by such mediation, either Party may seek judicial enforcement subject to the provisions of this MOU. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this MOU. Furthermore, nothing in this section shall prevent a Party from terminating this MOU in accordance with the terms thereof notwithstanding this section or any then-pending dispute resolution process.

6. **Successors and Assigns.** The rights and obligations of each Party shall be binding upon and benefit the successors and assigns of each Party.
7. **Severability.** Should any term or provision of this MOU, for any reason, be deemed or held invalid, illegal, or unenforceable, in whole or in part, by a tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent possible, and the remaining provisions of this MOU shall remain in full force and effect, to the maximum extent possible.
8. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, expenses, liability, losses, claims, demands, suits, actions, payment and judgments, including legal and attorney fees, that such Party may suffer, sustain, or become subject to arising from the actions of the Indemnifying Party's own officers, employees, agents, and volunteers including those that are the result of an intentional misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's negligence or willful misconduct in performance of its obligations under the MOU.
9. **Governing Law.** This MOU shall be construed in accordance with the laws of the state of California, County of Alameda.
10. **Authority.** Each individual executing this Amendment 1 represents and warrants that he or she is duly authorized to execute and deliver this Amendment 1 on behalf of the Party

to this Amendment 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1.

ALAMEDA COUNTY HEALTH CARE  
SERVICES AGENCY

DocuSigned by:  


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Colleen Chawla, Director

Date: 08/07/2023

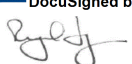
ALAMEDA ALLIANCE FOR HEALTH

DocuSigned by:  


B72E5D390D944D8  
Matthew Woodruff, Chief Executive Officer

Date: 08/08/2023

APPROVED AS TO FORM: Donna Ziegler  
County Counsel for the County of Alameda

DocuSigned by:  


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Raymond Leung, Deputy County Counsel

### **Exhibit A.1**

Under the Housing and Homelessness Incentive Program (HHIP), Alliance may award to HCSA up to an additional amount of \$500,000 as incentives to assist HCSA with: **Housing Community Supports Legal Services**, as further specified below.

HCSA, as the intermediary for Housing Community Supports (HCS) in Alameda County, will implement a pilot program to test the effectiveness of adding legal expertise to Housing Community Supports. Legal services can result in reduced homelessness, increased housing stability and habitability, and increased household income, all of which result in reduced utilization of emergency and inpatient services.

**Target Population:** Alliance Members enrolled in Housing Navigation, Housing Deposits and/or Tenancy Sustaining Services, currently being served by 19 Community-Based Organizations (CBOs) contracted through HCSA for Housing Community Supports (HCS).

Under the Housing and Homelessness Incentive Program (HHIP), the Alliance may award HCSA up to a total amount of \$500,000 for a Housing Community Supports Legal Services pilot program for the following services:

- **Training for Housing Community Supports Providers** on legal issues and how and when to refer clients for services. Training is a key service element to help Housing Community Supports providers understand the legal rights of their clients and so that case managers understand when and how to seek additional help. A Staff Attorney (1.0 FTE) will provide quarterly trainings (given to all 19 Housing Community Supports providers at the same time) with additional trainings provided to individual agencies (integrated into their regular team meeting time).
- **Direct Service** for Alliance members receiving Housing Community Support Services. The Staff Attorney will serve Alliance members through a combination of direct representation and technical assistance to case managers, while maintaining approximately 25 open cases at any given time.

#### **HHIP: Housing Community Supports Legal Services Deliverables**

All services provided to residents must be culturally and linguistically appropriate. To be eligible and receive funding through this agreement, HCSA is required to meet the following program goals and deliverables related to HHIP Community-based Services:

| <b>HHIP Program Area</b> | <b>Deliverable(s)</b>   | <b>Deliverable Due Date(s)</b> | <b>Maximum Funding Available</b> |
|--------------------------|---|--------------------------------|----------------------------------|
| Community-based Services | <b>Deliverable 1:</b> HCSA executing a grant agreement with legal services provider with start date of July 1, 2023 | 9/1/2023                       | \$75,000                         |
|                          | <b>Deliverable 2:</b> Hiring of 1.0 FTE staff attorney  | 9/1/2023                       | \$75,000                         |

|  |   |   |           |
|--|---|---|-----------|
|  | <p><b>Deliverable 3:</b> HCSA submission of monthly progress reports and 9 bi-quarterly reports over the course of the program period (July 1, 2023 – December 31, 2025) as outlined in Appendix A</p> <ul style="list-style-type: none"> <li>• \$25,000 per quarter, paid upon successful completion of all monthly and quarterly reports for the applicable time period</li> <li>• <b><u>1/31/2024 report:</u></b> Complete initial assessment of pilot program and develop recommendation with Alliance as to whether to add direct referral pathway for Alliance case managers</li> </ul> | <ul style="list-style-type: none"> <li>• 10/31/2023</li> <li>• 1/31/2024</li> <li>• 4/30/2024</li> <li>• 7/31/2024</li> <li>• 10/31/2024</li> <li>• 1/31/2025</li> <li>• 4/30/2025</li> <li>• 7/31/2025</li> <li>• 10/31/2025</li> <li>• 1/31/2026</li> </ul> | \$250,000 |
|  | <p><b>Deliverable 4:</b> Complete evaluation of 18 – 24 months of pilot (July 1, 2023- June 30, 2025) as outlined in Appendix A, including determination of FTE needed for full program</p>   | 9/30/2025   | \$100,000 |



## **Appendix A**

### **Evaluation Measures & Reporting Schedule**

Note: There will be Homeless Management Information System (HMIS) project enrollment for all individual Alliance members receiving services. Direct Services entered into HMIS will include, but not be limited to client level data (i.e., name, date of birth, social security number). Separately, service category received for client receiving direct legal services, and documented success in legal advocacy (resolution) will be tracked by legal services agencies.

| <b>Report Type</b>           | <b>Frequency</b> | <b>Report Details</b>  |
|------------------------------|------------------|--|
| Program Updates              | Monthly          | <ul style="list-style-type: none"> <li>• Program status, challenges, successes</li> </ul>  |
| Legal Services Agency Report | Quarterly        | <ul style="list-style-type: none"> <li>• Quarterly Staff Attorney Trainings               <ul style="list-style-type: none"> <li>○ Number of trainings</li> <li>○ Training content for HCS providers</li> <li>○ Participating organizations</li> </ul> </li> <li>• Legal consultations for Housing Community Support providers               <ul style="list-style-type: none"> <li>○ Number of requests for legal consultations</li> <li>○ Categories/types of questions received from HCS Providers</li> <li>○ Types of consultations</li> <li>○ Number of legal consult requests from each provider organization</li> </ul> </li> </ul> <p><b><u>BayLegal Data</u></b></p> <ul style="list-style-type: none"> <li>• At the end of the pilot program, individual data regarding legal results will be available for all clients who sign a release. Non-released data will be de-identified.</li> <li>• Clients' enrollment in specific HCS housing programs (Housing Navigation, Tenancy Sustaining Services (TSS), etc.) (*HCSA will have access to this data in HMIS)</li> <li>• Information on type of service (e.g., brief consultation, legal advice, case representation), which provider organization referred them, city and zip code of client</li> <li>• Outcome of each case for clients BayLegal represents: Court decision, Negotiated settlement, Extended representation (not resulting in court, settlement, or administrative action), Administrative Agency Decision</li> <li>• Documented success in legal advocacy (resolution) for clients BayLegal represents: Won, Lost, Favorable, Unfavorable, Mixed Result</li> </ul> |
| Evaluation Report            | One time         | <p><b><u>Housing Measures of Success</u></b></p> <p><b>Housing Retention/Stability Goals:</b></p> <ul style="list-style-type: none"> <li>• Number of members in TSS referred for legal services</li> </ul>   |

| Report Type           | Frequency | Report Details  |
|-----------------------|-----------|---|
|                       |           | <ul style="list-style-type: none"> <li>• Number of members in TSS who received legal services</li> <li>• Number of members served who maintained their housing or move out to another positive housing outcome (e.g., housing retention/eviction prevention) <ul style="list-style-type: none"> <li>○ HCSA will report on 100% of exits destinations from Permanent Supportive Housing (PSH)</li> </ul> </li> </ul> <p><b>Increase Benefit/Income Goals:</b></p> <ul style="list-style-type: none"> <li>• Number of members receiving direct legal services through pilot who increased income <ul style="list-style-type: none"> <li>○ Ex. Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI), General Assistance (GA), VA Benefits, etc.</li> </ul> </li> <li>• Number of members receiving direct legal services through pilot who increased non-cash benefits including: <ul style="list-style-type: none"> <li>○ Ex: Health Insurance, CalFresh, Women, Infant &amp; Children (WIC), etc.</li> </ul> </li> </ul> <p><b>Program Overview</b></p> <ul style="list-style-type: none"> <li>• Number of members referred for legal services</li> <li>• Number of members receiving Legal Assistance (overall and by type of service)</li> <li>• Number of trainings provided to Community Based Organizations (CBOs)</li> <li>• 85% of CBOs (housing community support providers) who utilize the service will report satisfaction with training (will be based on survey administered to CBOS as part of the evaluation).</li> </ul> |
| Alliance ROI Analysis | One time  | <ul style="list-style-type: none"> <li>• The Alliance will complete an evaluation of 18 – 24 months of pilot (July 1, 2023- June 30, 2025)</li> <li>• Review of bi-quarterly and evaluation reports <ul style="list-style-type: none"> <li>○ Analysis of related health outcomes (e.g., reduced ED visits, reduced hospital stays)</li> </ul> </li> <li>• Return on Investment (ROI) analysis of program</li> </ul> <p><b><u>Program Measure of Success</u></b></p> <ul style="list-style-type: none"> <li>• A positive ROI for program participants demonstrated positive impact for program measures</li> </ul>   |