

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN BENITO COUNTY HEALTH AND HUMAN
SERVICES AGENCY AND MARIPOSA COUNTY HUMAN
SERVICES DEPARTMENT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between San Benito County Health and Human Services Agency, whose address is 1111 San Felipe Road Hollister, CA 95023, and Mariposa County Human Services Department, whose address is 5362 Lemee Lane, Mariposa, CA 95338.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the California Small Counties Collaborative (CSCC) will meet and function in consideration of collectively sharing the cost of, increasing the number of beneficiaries for and decision-making regarding the Whole Person Care Pilot (WPCP) grant project, a grant for which the Parties could not compete without cooperation.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect from July 1, 2018 to June 30, 2021, to coincide with term of the WPCP and wrap up period. This MOU supersedes any and all prior MOUs and amendments. This MOU may be extended by agreement of all parties interested. This agreement may be terminated, without cause, by either party upon three months written notice, which notice shall be delivered in writing by email or physically to the addresses listed above.

4. **Responsibilities of the Parties.**

A. San Benito County Health and Human Services Agency (SBCH):

- i. Participate in CSCC meetings. The Director or designee will attend all CSCC meetings. Designee shall have authority to make decisions for the Agency regarding CSCC needs.
- ii. Will be responsible for contributing 57% of the cost of software, services, etc. related to the WPCP project. This percentage is based on the WPCP budget, target populations and overall Medi-Cal eligible populations.

- iii. Act as the fiscal and project sponsor for the CSCC. SBCH will absorb the cost of receiving intergovernmental transfers (IGT) on behalf of the CSCC and redeploying that funding to the CSCC parties named in this MOU based on the approved WPCP project application. Funding deployment shall be timely (no greater than 30 days post IGT receipt) and accurate.
- iv. Will be the legally bound signatory for the CSCC in contracting with the third-party contractor and perform oversight based on this relationship.
- v. Will be the legally bound signatory for contracting with the software vendor for patient data and perform oversight based on this relationship.
- vi. Assist in ongoing evaluation of the case management software tool.
- vii. Share ongoing information on successes and challenges of the WPCP implementation in their county.

B. Mariposa County Human Services Department:

- i. Participate in CSCC meetings. The Director or designee will attend all CSCC meetings. Designee shall have authority to make decisions for the Agency regarding CSCC needs.
- ii. Will be responsible for contributing 43% of the cost of software, services, etc. related to the WPCP project. This percentage is based on the WPCP budget, target populations and overall Medi-Cal eligible populations.
- iii. Assist in ongoing evaluation of the case management software tool.
- iv. Share ongoing information on successes and challenges of the WPCP implementation in their county.

6. Meetings and Decision-Making.

A. Meetings. CSCC meetings will be held monthly on a mutually agreed date and time. Meeting frequency, days and times may be changed by consensus of all Eligible Representatives.

B. Decision-Making. The CSCC shall be comprised of the Department/Agency Director, or designee, of each party to this MOU. Direction

and decision-making for the CSCC shall be by consensus. While additional staff persons from the MOU parties may attend and participate in these meetings, only one person from each party to this MOU may be authorized to consent direction for the CSCC (Eligible Representative). If a Designee is chosen to participate in lieu of the Department/Agency Director, then the Designee shall be given authority to provide direction through consensus to the CSCC.

7. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be judicial district in Sacramento, California.

D. Entirety of Agreement. This MOU, consisting of five pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this

MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

San Benito County Health and Human Services Agency

[Name and Title] Date

[Name and Title] Date

Mariposa County Human Services Department

[Name and Title] Date

[Name and Title] Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
 9-27-18
DEPUTY COUNTY COUNSEL DATE