

TAHOE FOREST HOSPITAL DISTRICT

MEMORADUM OF UNDERSTANDING GRANT AWARD

This MEMORADUM OF UNDERSTANDING Grant Award ("MOU"), is effective as of September 24, 2018 ("Effective Date"), by and among **Tahoe Forest Hospital District**, a California local health care district (the "District"), **North Tahoe Family Resource Center**, a California nonprofit corporation, and **Family Resource Center of Truckee**, a California nonprofit public benefit corporation (each a "Grantee" and collectively "Grantees").

WHEREAS, the Board of Directors of the District has adopted a goal that there shall be no inequities in health status in the community served by the District on account of race or ethnicity;

WHEREAS, in furtherance of such goal, the District desires to make a grant to Grantees for purposes of: (i) improving the health of the Latino population in the community served by the District; and (ii) improving the cultural competency of the District by evaluating existing services, identifying gaps in the District's delivery of such services to the Latino population, and recommending improvements relative to the delivery of such services to the Latino population;

WHEREAS, each Grantee has the requisite resources and abilities to receive grant funding and use the same in a manner that will assist the achievement of the above;

NOW, THEREFORE, the District and Grantees agree as follows:

1. Grant. The District hereby makes a grant ("Grant") to Grantees in the amount of **One Hundred Thousand Dollars** (\$100,000.00), for the purposes and subject to the terms and conditions hereof. The Grant is payable in the amounts of **Fifty Thousand Dollars** to each Grantee, to be used by each Grantee for the purposes set forth below, as further detailed on **Exhibit A** hereto.

2. Annual Appropriation. Notwithstanding the foregoing, in the event payment of the Grant spans more than one fiscal year of the District, and the District's Board fails to appropriate sufficient moneys to fund the Grant in any subsequent year, the amount of the Grant is subject to reduction. In such event, the District shall provide prompt notice to each Grantee, specifying the amount of any such reduction, and detailing how the reduction shall be applied to the purposes set forth on **Exhibit A**.

- a) Reallocation. Notwithstanding the foregoing, Grantees may agree to reallocate the amount of the Grant between them, by providing written notice of amended activities/deliverables in collaboration with the District.
- b) Allowable Line Item Shifts. Notwithstanding the foregoing, each Grantee may request shifting the expenditure of the Grant among the line items reflected on **Exhibit A** by notice to the District.
- c) Purpose. A Grantee may use its share of the Grant for costs incurred in the following activities, but not in excess of the maximums set forth on **Exhibit A** (subject to such reallocations and shifts permitted by Section 1).

3. Management. Each Grantee may use Grant funds for the cost of its management personnel for time spent in administering Grant programs and Grant related activities. Reimbursement shall be at a Grantee's actual compensation costs for management personnel for actual time spent, assuming a forty-hour work week, inclusive of salary, benefits and payroll taxes.

4. Travel. Each Grantee may use Grant funds for travel costs incurred by its personnel or contractors in furtherance of Grant programs. Except for travel expenses otherwise approved by District in advance, reimbursable travel expense shall be limited to automobile mileage and taxi fares for travel within the community served by the District, but in no event including any cost of commuting between a person's home and a Grantee's place of business where such person principally works. Mileage shall be reimbursed at the *GSA (Government Services Administration)* rate.

5. Supplies. Each Grantee may use Grant funds for the actual costs of educational materials acquired in furtherance of Grant programs.

6. Rent. Each Grantee may use Grant funds for the proportional costs of office space associated with the Promotora program.

7. Work Plan. Within thirty (30) days of the Effective Date, Grantees shall prepare and deliver to District a work plan, setting out in detail the programs to be developed and pursued by the promotoras. Such work plan shall be subject to District's approval, which shall not be unreasonably withheld. In the event District objects to an aspect of a proposed work plan, it shall promptly specify its objection by notice to Grantees, and the parties shall use reasonable efforts to achieve a mutually acceptable work plan as soon as practicable, *provided* that if the parties are unable to achieve a mutually acceptable work **plan** within sixty (60) days of the Effective Date, District may terminate this MOU by notice to Grantees. Grantees together may propose changes to an approved work plan, subject to District's *approval, provided* that District's failure to object to a proposed change within thirty (30) days shall be deemed approval.

8. Term and Termination. The Grant provided hereby is expected to fund the programs contemplated hereby for the term of July 1, 2018 through June 30, 2019. Period may be extended with District's approval (the "Term"). Upon the breach of any representation, warranty, covenant or other provision hereof by a Grantee and the continuation of the same for thirty (30) days or more after District's notice to such Grantee, District may terminate this MOU as to such Grantee immediately upon notice, *provided* that if District then reasonably concludes that it would be impractical to continue this MOU as to the other Grantee under such circumstances, it may also terminate this MOU as to the other Grantee upon not less than thirty (30) days' notice.

9. Grant Disbursement. District shall disburse the Grant payments to each Grantee in two installments of fifty percent (50%) of the total designated in **Section 1** of this MOU to each Grantee. The first installment to each Grantee will be disbursed within ten (10) days of the Effective Date. The second installment to each Grantee will be disbursed by December 31, 2018.

10. Progress Reports. Reports shall include a summary of activities performed that address the scope of work including: (i) the number of community encounters through program activities; (ii) dates of training of promotoras (if applicable); (iii) dates of promotion programs with attendance and

(iv) recommendations for improving cultural competency of the District. The Grantee may include any progress notes and recommendations deemed necessary to explain the implementation or delays with any grant activities. The District may, by notice to a Grantee, provide further direction as to the form or content of a progress report. Grantees shall submit a progress report of grant activities and issues that affect grant progress and activities by January 31, 2019 (for the period of July 1, 2018-December 31, 2018) and a final report by July 31, 2019 (for the period of July 1, 2018-June 30, 2019).

11. Record Retention: Audit and Repayment. Each Grantee shall maintain, for a period not less than five (5) years after the end of the Term, books, records, documents and other evidence sufficient to reflect all costs of whatever nature claimed hereunder. District shall have the right, through its officers, employees and agents, to: (i) audit and make copies of all such books, records, documents and other evidence; (ii) to interview a Grantee's directors, officers and employees; and (iii) inspect a Grantee's work locations, all during the Grantee's normal work hours, upon not less than twenty-four (24) hours advance notice and for a period of not less than five (5) years after the end of the Term. If District determines in its reasonable discretion that any item of expense claimed by a Grantee that District has paid or reimbursed is not allowable hereunder, the Grantee promptly shall repay such item to District upon District's notice of the same.

12. Staff Subcontractors. The Grantees may obtain subcontractor services, as agreed to by the District in advance, to the extent that such services fulfill the specific activities outlined in this amended Grant and cannot be fulfilled by the Grantee. A Grantee shall promptly notify District whenever there is any change in the person serving as its Executive Director (or comparable position)

13. Grantee Representations and Covenants. Each Grantee represents, warrants and covenants, as of the date hereof and as of the date of each invoice presented hereunder, as follows:

a. Organization. It is a duly organized and validly existing non-profit corporation, in good standing, under the laws of California or Nevada.

b. Exempt Status. It has obtained a determination from the Internal Revenue Service that it is an organization described in Section 501(c)(3) of the Internal Revenue Code, and such determination remains in full force and effect.

c. Due Authorization. It has duly authorized its execution and delivery of this MOU, and the same constitutes its valid and binding obligation, enforceable in accordance with its terms.

d. No Conflict. Its execution, delivery and performance of this MOU do not, with or without the giving of notice, the lapse of time or otherwise or both, contravene or conflict with its organizational documents, any law or regulation to which it is subject or any agreement, order, permit or license to which it or a substantial part of its assets is subject.

e. No Consent. No consent, order, approval or authorization is required in connection with the execution and delivery of this MOU except as has already been obtained and remains in full force and effect.

f. Tax Returns. It has duly filed all federal, state and local tax returns that it is required to file and it has paid all taxes due and owing by it.

g. Good Title. It has good and marketable title to or a valid leasehold interest in all assets used and reasonably requisite to the conduct of its activities.

h. Compliance with Laws. It has conducted its activities in compliance in all material respects with all applicable laws, regulations, judgments, decrees, rulings and orders. It has all permits, certifications, licenses and other regulatory authorizations necessary for the conduct of its activities, and there is no claim, proceeding or controversy pending, or to the best of its knowledge threatened, challenging the status of or seeking sanctions under any such permit, certification, license or other regulatory authorization.

i. Driver's Licenses: Insurance. All Grantee employees who operate a motor vehicle on behalf of Grantee and in furtherance of its activities has a valid driver's license. Grantees possess automobile liability insurance in the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. It shall provide a certificate of such insurance to District promptly upon District's request therefor.

j. Suspension or Exclusion; Fraud. No employee or independent contractor who provides services to it has been suspended or excluded from participation in the Medicare or any Medicaid or other governmental health care program, or convicted of or had a civil judgment rendered against him or her for commission of fraud, embezzlement, theft forgery, bribery, making false statements or receiving stolen property.

k. Ineligible Aliens. None of its employees is an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act.

i. Politicking and Lobbying. It does not engage in any activities in support of or in opposition to any candidate for public office. It has not used any Grant proceeds to support or oppose any legislation, ordinance, referendum or ballot initiative.

14. Indemnification. Each Grantee shall indemnify District from and against any and all liabilities, claims, causes of action, losses, damages, expenses or costs incurred by or on behalf of District or its directors, managers, officers, employees, owners or agents relating to or arising, directly or indirectly, from any breach by such Grantee of any representation or warranty made by it hereunder or any covenant or obligation to be observed or performed by it hereunder. In the event both Grantees bear an indemnification obligation hereunder relative to any particular liability, claim, cause of action, loss, damage, expense or cost, both Grantees shall be jointly and severally obligated to indemnify District.

a. District shall give prompt written notice to a Grantee of any claim hereunder, but the failure to so notify the Grantee will not relieve the Grantee of any liability it may have hereunder except to the extent such liability was caused by such failure. In any claim or action covered by the foregoing indemnity obligation, each Grantee may, at its sole option, elect to assume the defense thereof with counsel reasonably satisfactory to it, and District

shall cooperate fully with the Grantee in defense of such claim or action. In the event that the Grantee assumes the defense thereof, the Grantee shall not be liable to District hereunder for any attorney and investigatory fees, costs and expenses subsequently incurred by District in the defense thereof; *provided*, however, that District shall have the right to employ separate counsel acceptable to the it and to participate in the defense of any such claim or action; *provided* further, that the Grantee shall bear the reasonable fees, costs and expenses of such separate counsel (and shall pay such fees, costs and expenses monthly) if District's counsel shall have reasonably concluded that there may be legal defenses available to District that are different from or additional to those available to the Grantee or that the use of counsel chosen by the Grantee to represent District would present such counsel with a commercially unreasonable conflict of interest. In the event that the Grantee fails to assume the defense of such claim or action within fourteen (14) days after notice from District, or assumes the defense subject to a reservation of rights, the Grantee shall reimburse District Party on a monthly basis for any legal or other similar expenses reasonably incurred by District in connection with investigating and defending against such claim or action (including the fees, costs and expenses of counsel retained by District). The Grantee shall not be liable to indemnify District for any payment or settlement of any claim or action effected without the prior written consent of the Grantee, which consent shall not be unreasonably withheld or delayed. In the event the Grantee desires to settle any claim or action, the Grantee may effectuate same in its reasonable discretion. This Section shall survive the consummation and termination of this MOU.

15. Mediation, Arbitration and Costs.

a. Mediation. If any dispute, controversy or claim arises out of or relates to this MOU, or the breach thereof, the parties shall first use their good faith efforts to resolve the dispute as follows. Any party may notify the other parties in writing that a dispute exists, and within twenty (20) days following the date of such notice, the representatives of such party shall meet to discuss the dispute. If they are unable to resolve the dispute within ten (10) days following their initial meeting, they shall attempt in good faith to agree to a single person to mediate such dispute, on a non-binding basis, and/or shall attempt in good faith to agree to submit the matter to JAMS/Endispute ("JAMS") for non-binding mediation pursuant to the rules of JAMS. If the parties cannot so agree, or if such mediation is unsuccessful, the matter shall be arbitrated as provided below.

b. Arbitration

i. All disputes which in any manner arise out of or relate to this MOU or the subject matter hereof, shall be resolved exclusively by arbitration in accordance with the provisions of this Section 11(b). Any party may commence arbitration by sending a written demand for arbitration to the other parties, setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought and attaching to such demand a copy of this Section 11(b).

ii. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the JAMS

panel in the office serving Truckee, California, and selected in the sole discretion of the JAMS administrator of such office.

iii. The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other parties of such prevailing party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

iv. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

v. Arbitration shall take place in Truckee, California unless the parties otherwise agree. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

vi. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this MOU. Any court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

vii. Notwithstanding the foregoing, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order.

16. General Provisions

a. Law. This MOU shall be construed and interpreted under and pursuant to the laws of the State of California.

b. Entire MOU. This MOU, the Exhibits hereto, and other related documents constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written or oral, and all contemporaneous oral, agreements, understandings and negotiations between the parties with respect to the subject matter hereof

c. Severability. Except as provided herein, any portion or provision of this MOU which is deemed to be invalid, illegal or unenforceable shall be ineffective to the extent of such

invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof.

d. Waiver of Compliance. The failure of any party to observe or perform any obligation, covenant, agreement or condition in this MOU on its part to be observed or performed may only be waived in writing by the other parties to this MOU, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

e. Amendment. This MOU may not be amended without the written consent of all of the parties hereto.

f. Assignment. Except as specifically provided herein, neither Grantee may assign this MOU or any interest herein without the prior written consent of District.

g. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given when delivered personally, when deposited with an overnight courier or in the United States mail, certified, and with proper postage prepaid, addressed as follows, or when sent by fax or email, addressed as follows:

If to District:

Tahoe Forest Hospital District:
10121 Pine Avenue
Truckee, California 96161
Attention: Karen Baffone
Executive Director of Post-Acute Services
Telephone: (530) 582-7425
Email: kbaffone@tfhd.com

If to North Tahoe Family Resource Center:

Anibal Cordoba Sosa
Executive Director 265
Bear St.
Kings Beach, CA 96143
Telephone: (530) 546-0952 ext 118
Email: anibal@northtahoefrc.org

If to Family Resource Center of Truckee:

Teresa Crimmens
Executive Director
11695 Donner Pass Rd Truckee, CA 96161
Telephone: (530) 587-2513
Email: teresa@truckeefrc.org

Subject to the preceding sentence, this MOU and all of the provisions hereof shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and permitted assigns.

If such notice, demand or other communication is served personally, or sent by fax or email, service shall be deemed made at the time of personal service or transmission, *provided there* is evidence of receipt. If such notice, demand or other communication is given by overnight courier, service shall be conclusively deemed given two (2) business days after the deposit thereof with the overnight courier. If such notice, demand or other communication is given by mail, service shall be conclusively deemed given three (3) business days after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, as hereinabove set forth. Any party hereto may change their address for the purpose of receiving notices, demands or other communications provided herein by giving a written notice in the manner stated above to the other party or parties stating such change of address.

a. Execution in Counter parts. This MOU, and any amendment hereto, may be executed by the parties in separate counterparts, and provided that each party shall have originally executed at least one such counterpart, each such executed counterpart, and any photocopies or facsimile copies thereof, shall be deemed an original, but all such counterparts and any such photocopies and facsimile copies, together shall constitute one and the same instrument, even though all of the parties have not originally executed the same counterparts..

IN WITNESS WHEREOF, the parties have executed this Grant MOU as of the day and year first written above.

Amended Signatures:

TAHOE FOREST HOSPITAL DISTRICT

Karen Baffone Director of Post-Acute Services

Date

NORTH TAHOE FAMILY RESOURCE CENTER

Anibal Cordoba Sosa, Executive Director

Date

FAMILY RESOURCE CENTER

Teresa Crimmens, Executive Director

Date

**Exhibit A
Budget and Scope of Work**

Total FRCoT Budget: \$ 50,000

Total NTFRC Budget: \$ 50,000

Total Contract Amount: Contract Period: \$ 100,000

Tahoe Forest Hospital District: Ethnic Disparities Grant

North Tahoe Family Resource Center

Proposed Scope of Work for Tahoe Forest Hospital District FY 2018-2019

Goal Number One: The North Tahoe Family Resource Center will engage community members in comprehensive health workshops, providing skills and knowledge to improve chronic conditions and overall health outcomes.

Track I Strategies:

1. During the Fiscal Year 2018/19, the NTFRC will provide 4 workshops in Spanish and English. The NTFRC will provide all outreach, coordination, instruction, childcare and hosting for these events. The workshops can include Stanford University's:
 - a. Chronic Disease Self-Management Program
 - b. Chronic Pain Self-Management Program
 - c. Diabetes Self-Management Program
 - d. Chronic Disease, Chronic Pain or Diabetes Self Management Leader Training
2. The organization will provide outreach and logistical support for the Cooking Matters program.

Goal Number Two: The North Tahoe Family Resource Center will continue to develop and improve the regional Chronic Disease program by providing ongoing training and support to Master Trainers and Program Leaders

Track II Strategies:

1. Class instructors and program staff will attend 3 "Quality Circle" meetings in Reno
2. Program Manager/Master Trainers will co-facilitate 9 Regional Promotore Learning Conversations
3. Promotores and program staff will attendance 9 Regional Promotore Learning Conversations
4. Program Staff will coordinate and provide ongoing training and team development opportunities for Promotore team

Goal Number Three: The North Tahoe Family Resource Center will assist community members in identifying a medical home and aid in coordinating preventative, primary and urgent care services.

Track III Strategies:

1. North Tahoe Family Resource Center Advocates will provide application assistance for Medi-Cal and Cal Fresh program. Advocates will also help community members with all aspects of enrollment and retention in these programs
2. North Tahoe Family Resource Center Advocates will provide care coordination for dental, mental health, primary and specialty medical services for low income community members living in the North Lake Tahoe Region.
3. The organization will provide outreach, logistical support and translation for a weekly, parent support group in partnership with Placer County Public Health.

- In Partnership with the Placer County Oral Health Alliance, the NTFRC will provide outreach and staffing for four children’s dental clinics at the Women, Infant and Children offices, located at Community House. Activities at the clinics will include screenings, sealants and follow up care, provided principally by Western Sierra Medical Clinic.

Reporting:

The North Tahoe Family Resource Center will provide Tahoe Forest Hospital District with:

- Anonymous demographic information for all participants, participating in workshop and support groups in this scope of work
- Aggregate data for all application and retention services provide for Medi-Cal and Cal Fresh programs
- Two narrative reports reflecting program outcomes for this fiscal year. The report will be completed in partnership with the Family Resource Center of Truckee and submitted to Tahoe Forest Hospital District in January and July of 2019

Budget:

Description	Total
Personnel: Executive Director (Oversite, \$5000) Family Advocates (Care Coordination, \$8385) All Community Educators (\$15,500) Program Coordination (\$12,615)	\$39,500
Supplies	\$1600
Travel	\$500
Training and Development	\$4000
Indirect Cost @ .986%)	\$4400
Grand Total	\$50,000

Tahoe Forest Hospital District: Ethnic Disparities Grant
Family Resource Center of Truckee
Scope of Work and Budget
FY 2018-2019

Track 1: Chronic Disease Self-Management

Program Goal: To engage targeted community members with health screenings, chronic disease workshops (CDSMP, Diabetes SMP & Pain SMP) and general health education, providing them with skills and knowledge to improve their health outcomes.

Strategies:

- Embed 6 week self-management programs within 16 – 20 week neighborhoodbased health series that also include health screenings, provider lectures, community-building, etc.
- Offer 3 self-management programs during FY 18-19
- Coordinate closely with TFHD staff to 1) ensure Truckee-based self-management programs are complimentary and cross-referring and 2) market these programs to the community and healthcare providers.

Summer Series Wrap-Up at Truckee Pines:

- June/July – Diabetes Self-Management Program
- Mental Health Workshops - ongoing

Fall Series at Sierra Village (also marketed to Village Green MHP):

- Aerobics Class – early Fall
- Sierra Village Health Fair in partnership with TFHD, Nevada County Public Health, and local providers (September)
- Diabetes Self-Management Program (tentatively Sept/Oct)
- Provider lectures on nutrition, mental health, etc. (as indicated by DSMP participant interest)
- Mental Health workshops – late Fall/Winter

Spring Series at Henness Flats (also marketed to Frishman Hollow):

- Aerobics Class – Winter 2019
- Mental Health workshops – Winter 2019
- Diabetes Self-Management Class *– Early Spring 2019
- Provider lectures on nutrition, mental health, etc (as indicated by DSMP participant interested)
- Henness Flats Health Fair in partnership with TFHD, Nevada County Public Health, and local providers (April**)
- Pain Self-Management Program *(tentatively May/June)

*If Pain cross training happens early enough, we could switch the order of these two series at Henness Flats if desired.

**For the Spring series, we're planning for an indoor Health Fair (potentially at the Rec Center, which we hope will draw from the Henness Flats, Frischman Hollow & Coachland neighborhoods) Track 2: Quality Circles & Team Development

Program Goal: To provide education, continuous quality improvement, and enhanced communication for all CDSMP and DSMP leaders.

Strategies:

- Participate in Quarterly Regional Promotora Coordination/Quality Circle meetings
- Train Promotora Program Coordinator as CDSMP Leader
- Cross-train all CDSMP leaders in Diabetes & Pain Management
- Provide training and team development opportunities for Promotora team

Track 3: Care Coordination

Program Goal: To support community members in identifying a medical home, engaging in preventative health care and assisting them in accessing follow up specialty care including dental and mental health services.

Strategies:

- FRCoT Family Advocates will assist community members to access health insurance, identify a medical home and assist with accessing follow up care as needed
- FRCoT staff will promote preventative health care practices by referring community members to ongoing health programs (CDSMP, smoking cessation, Cooking Matters, exercise classes, etc.)
- FRCoT Program Coordinator will provide oversight, resources and data tracking support

TOTAL BUDGET

Description	Total
<i>Personnel</i> <ul style="list-style-type: none"> <input type="checkbox"/> Program Coordinator (\$12,000) <input type="checkbox"/> Family Advocates (\$5,625) <input type="checkbox"/> Executive Director (\$5,000) <input type="checkbox"/> Promotoras (\$11,500) 	\$34,125
<i>Contract Services</i> <ul style="list-style-type: none"> <input type="checkbox"/> Childcare (\$1,500) 	\$1,500

Supplies	<i>\$3,950</i>
Travel	<i>\$880</i>
Training & Development	<i>\$5,000</i>
Indirect Costs (10%)	<i>\$4,545</i>
GRAND TOTAL	<i>\$50,000</i>