

On motion of Commissioner , seconded by Commissioner , it was agreed to approve the following:

Transfer MOU With:

Redevelopment Authority of the County of Lancaster
28 Penn Square, Suite 200
Lancaster, PA 17603

And

Lancaster General Health
555 N. Duke Street
Lancaster, PA 17603

Purpose:

To provide a mutually agreed upon outline and transition time frame for the transfer of homeless assistance programming from Lancaster General Health to the Redevelopment Authority of the County of Lancaster.

Term:

This Memorandum of Understanding shall be effective upon signature by the parties and ratification by the Redevelopment Authority and shall expire on April 1, 2022 unless extended upon written agreement of the parties.

**COUNTY OF LANCASTER, PENNSYLVANIA
TRANSFER MEMORANDUM OF UNDERSTANDING**

This TRANSFER MEMORANDUM OF UNDERSTANDING, made and entered into this ____ day of December, 2021, by and among the County of Lancaster, a third class county of the Commonwealth of Pennsylvania with a principal address of 150 North Queen Street, Lancaster, Pennsylvania 17603 (hereinafter, the "County"); the Redevelopment Authority of the County of Lancaster, with a principal address of 28 Penn Square, Suite 200, Lancaster, PA 17603 (hereinafter, "Authority"); and Lancaster General Hospital, a non-profit organization with a principal address of 555 N. Duke Street, Lancaster, Pennsylvania 17603 (hereinafter "LGH"). Each of the County, Authority, and LGH are referred to herein individually as a "Party" and, collectively, as the "Parties."

WHEREAS, the County formerly operated the Lancaster County Coalition to End Homelessness (hereinafter, the "Coalition"), which was created to coordinate efforts to eliminate homelessness and the causes of homelessness through advocacy, planning and coordinating activities, public education, and community organizing; and

WHEREAS, effective September 28, 2015, the County and Lancaster General Health, a Pennsylvania non-profit corporation now known as Penn Medicine-Lancaster General Health, entered into a Contractor and Transfer Agreement (hereinafter the "2015 Agreement"); and

WHEREAS, the 2015 Agreement delineated the terms and conditions of the transfer of and operation of the Coalition, now known as LancCo My Home, to LGH over the agreement period of September 28, 2015 through June 30, 2022; and

WHEREAS, the Parties agree that LGH provided exemplary leadership and guidance in administering the terms and spirit of the 2015 Agreement and that the Parties mutually agree that transfer of the operations of LancCo My Home to the Redevelopment Authority will serve the interests of the community; and

WHEREAS, the County, with the agreement of LGH, desires to transfer all operations of LancCo My Home, including the Continuum of Care (homeless assistance programming) oversight from LGH to the Authority, and the Authority desires to accept such transfer and perform all Services associated with LancCo My Home and Continuum of Care programming oversight; and

WHEREAS, a consolidation and coordination of efforts to eliminate homelessness and causes of homelessness, along with the planning and coordinating of such services by a single entity would benefit the community and those in need of services and such a transition requires time and appropriate cooperation and coordination among the Parties;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** LGH shall continue to maintain the services as defined in the 2015 Agreement so there is no disruption in current or existing grants and/or contracts.
2. **TRANSITION PERIOD.** The Transition period shall begin upon signing of this Transfer Memorandum of Understanding (hereinafter "Transfer MOU") and conclude no later than March

31, 2022 (hereinafter, the "Transition Period."). It is the intention of LGH and the Authority that as of April 1, 2022 (the "Effective Date" of the transfer), the Authority shall assume all responsibility and control of LancCo My Home in accordance with this Transfer MOU.

3. TRANSFER OF LANCCO MY HOME.

- a. The Parties will coordinate the sharing of information during the Transition Period in accordance with the Discovery Document (attached and incorporated as Attachment "A").
- b. LGH employees assigned to LancCo My Home shall make themselves available to the Authority at the Authority's request for purposes of the mutually agreed upon communication and provision of information and coordination of the transition of services.
- c. The 2015 Agreement between LGH and the County shall terminate effective April 1, 2022.
- d. LGH shall assign all service agreements to the Authority and the Authority shall assume such agreements effective April 1, 2022. The service agreements to be assigned are listed on Attachment "B".
- e. In accordance with the terms of federal and state grants (the "Grants") currently managed by LGH to support LancCo My Home, LGH and the Authority shall work together to assign or transfer the Grants to the Authority as of April 1, 2022.
- f. The Authority agrees to prepare a summary review to be presented to the County on or before July 1, 2022, for the purpose of providing an update to the County regarding the transfer.
- g. The County and the Authority shall enter into a formal agreement memorializing the official transfer of services prior to the expiration of the Transition Period.

4. EMPLOYEES. The Parties acknowledge and agree that, as part of the transition, which is the subject of this Transfer MOU, that current employees of LancCo My Home may choose to become employees of the Authority or may choose to remain employees of LGH. If any current employees choose not to become employees of the Authority or LGH, LGH shall terminate the employment of those employees as of April 1, 2022. LGH and the Authority will work together to identify an appropriate date on which to transfer the employees to the Authority and will put in place a lease agreement as necessary to effectuate the transfer of LancCo My Home to the Authority.

5. ENTIRE AGREEMENT.

- a. This Transfer MOU represents the entire agreement and understanding of the parties concerning the subject matter.

- b. All provisions of the 2015 Agreement remain in effect until the formalized transfer to the Authority unless otherwise mutually agreed upon by in writing by the Parties.
- c. Unless otherwise assumed in a separate agreement between the parties, the Authority and the County acknowledge and agree that the Authority does not hereby assume, and this Transfer MOU shall not be construed as an undertaking on the Authority's part, to pay or discharge any of the contracts, debts, obligations, or liabilities of the County, LancCo My Home, or its employees of any kind or nature whatsoever, whether direct, indirect, contingent, or otherwise prior to the Effective Date of the transfer (April 1, 2022). After the Effective Date, the Authority shall assume all responsibilities, contracts, obligations, of LancCo My Home as detailed in this Transfer MOU and any assignment and assumption agreements.

- 6. GOOD FAITH COOPERATION. The parties to this Transfer MOU shall cooperate fully in the execution of all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 7. NO THIRD PARTY BENEFICIARIES. Nothing in this Transfer MOU will be construed as conferring upon any person other than the Parties hereto and their respective permitted assigns and successors in interest any rights, remedy, or claim under or by reason of this Transfer MOU
- 8. This Transfer MOU may be amended by written agreement signed by all Parties.
- 9. The following people will serve as the main point of contact for transition of LancCo My Home to the Authority:

LGH:	Norma Ferdinand
Authority:	Justin Eby
County:	Lawrence George

IN WITNESS WHEREOF, the County, the Authority, and LGH have executed this Transition MOU as of the date above first written, intending to be bound hereby.

ATTEST:

COUNTY OF LANCASTER, PENNSYLVANIA
BOARD OF COMMISSIONERS

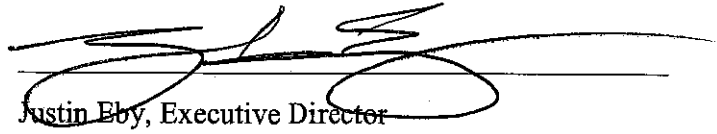
Lawrence M. George, Chief Clerk

Joshua G. Parsons, Chairman

Ray D'Agostino, Vice-Chairman

Craig E. Lehman, Commissioner

REDEVELOPMENT AUTHORITY OF THE COUNTY
OF LANCASTER



Justin Eby, Executive Director

LANCASTER GENERAL HOSPITAL



Name/Title: John J. Herman / Chief Executive Officer

Homeless Coalition (Continuum of Care-CoC) Discovery Document

Purpose:

To Facilitate Transfer of Homeless Assistance Programming Oversight from LGH/Penn Medicine to Lancaster County Housing & Redevelopment Authorities. LancoMyHome and Lancaster General Hospital are interchangeable for purposes of the identifying entity from which the requested documentation is being sought.

Please provide the following requested documentation.

Administrative and Operating Documentation:

1. Policies and procedures that are enacted for the oversight of PA-510 Continuum of Care developed by LancoMyHome.
2. All documentation relevant and regulated under the HEARTH Act about the PA -510 Continuum of Care (COC) oversight and related submissions to HUD, including scoring sheets. Records must be provided per the HEARTH Act minimum record retention of 5 years.
3. All documentation relevant to Notice of Funding Opportunity (NOFO) submissions, including a copy of the current draft Exhibit 1 being submitted for NOFA Funding Year 2021 **CFDA: 14.267**
4. Copy of all contracts, scope of work, manuals and other documentation related to Empower Lancaster and the information technology vendor, Case Worthy.
5. All documentation relevant to any other Federal, State or Local grants including but not limited to any grant agreements, closing letters, annual progress reports, homeless inventory count, grant information worksheets, and monitoring visits. This documentation should include all documentation outline in the HEARTH Act and be for the past 5 years under the HEARTH Act record retention regulations.
6. All documentation relating to and outlining 'in-kind' being provided by Penn Medicine/LGH
 - o List of matching funds being provided to HUD funded agencies by LancoMyHome
 - o List of how the Homeless Assistance Program funds under the County contract are being used for LancoMyHome internal operations and/or contracted out to external agencies.
7. List of all initiatives LancMyHome is coordinating and/or steering in Lancaster County.
8. List of all LancoMyHome board and committee members.

Sub-Award/Sub-Recipient Contracting and Agreement Documentation:

1. All documentation relevant to federal, state, and local contracts, agreements, letters of intent and memorandums of understanding where LancoMyHome is the sub-recipient, awardee and/or grantee/sub-grantee for homeless assistance/prevention programs and initiatives.
2. Service contracts for all existing service contractors, including but not limited to: Tenfold, ECHOS, Factory Ministries, United Way of Lancaster, Mid Penn Legal, Community Action Program, LEMSA, Northern Lancaster Hub, Good Samaritan Shelter, Ephrata Area Social Services.
3. Documentation relevant to the School's First initiative

Additional Requested Action:

1. Opening access in E-snaps for the PA-510 Continuum of Care NOFA application submission to designate LCHRA employees yet to be determined. Setting the designated LCHRA staff up with required access in E-Snaps for monitoring CoC application for exhibit 1 and exhibit 2. Access should be provided to designated LCHRA staff for administrative control of PA-510's E-snap system.

Attachment "B"- Services Agreements to be Assigned to the Authority

Community Action Program (CAP)

CrossNet Ministries

Community Services Group (CSG)

Conestoga Valley Christian Community
Services (CVCCS)

Ebenezer Baptist Church

Elizabethtown Community Housing &
Outreach Services (ECHOS)

Good Samaritan Services

Lancaster County Food HUB

Lancaster EMS (LEMSA)

Mid Penn Legal

Ephrata Public Library

Parish Resource Center

Tenfold

The Factory Ministries

United Way
