

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM AGREEMENT
SAN BERNARDINO COUNTY

Molina Healthcare of California (“Molina”) and San Bernardino County (“County”) enter into this Housing and Homelessness Incentive Program (“HHIP”) agreement (“Agreement”), from February 6, 2024, through December 31, 2024 (the “Performance Period”). Molina and the County may be referred to collectively herein as the “Parties” or individually as a “Party”.

I. Background

HHIP is an incentive program intended to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. Molina will work with community partners, including Continuums of Care, to connect Plan members to needed housing-related services by aligning with broader community-wide efforts to reduce and prevent homelessness. DHCS’s terms and conditions for the HHIP program (“HHIP Terms and Conditions”) are provided at: <https://www.dhcs.ca.gov/services/Pages/Housing-and-Homelessness-Incentive-Program.aspx>.

Molina receives incentive funding from the California Department of Health Care Services (“DHCS”) upon completion of certain HHIP requirements and performance measures. Molina desires to provide a grant to the County (the “HHIP Payment”), and the County agrees to accept the HHIP Payment, in accordance with the terms of this Agreement, solely to further the purposes of the HHIP throughout the County.

The HHIP Payment must be used only to fund the stated purpose of the HHIP. In addition to the specific terms listed below for the HHIP Payment, the award of the HHIP Payment is contingent upon Molina’s receipt of the applicable HHIP incentive funds from DHCS and the County’s compliance with the conditions set forth herein.

II. Grant Payment

Subject to the conditions stated in this Agreement, Molina shall make the HHIP Payments as stated in Exhibit D to the County to fund the activities stated herein. Molina will make HHIP Payments in accordance with Exhibit C to the County only if (a) Molina has received the applicable HHIP incentive funds from DHCS; and (b) The County complies with all terms of this Agreement.

Notwithstanding any other provision of this Agreement, each HHIP Payment shall not be deemed earned by the County unless and until such payment has been deemed earned by Molina pursuant to the HHIP Terms and Conditions.

III. Obligations of Grantee

1. Use of HHIP Payment:

The County shall participate in and shall use the HHIP Payment solely for the Objectives and Tasks and to achieve the Performance Outcome Metrics stated in Exhibit B. The County agrees to use its best efforts to ensure that its performance of each Objective and Task results in the Performance Outcome Metrics applicable to such Objectives and Tasks.

HHIP Payment funds may not be expended, loaned, pledged or transferred for reasons other than carrying out the Objectives and Tasks stated in Exhibit A without Molina's prior written approval. The County may not expend any HHIP Payment funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

2. Performance Standards

Parties agree that the County's performance is dependent on the timely receipt of funds from Molina. The County shall not make any investments for the purpose of this Agreement until funds are received by Molina. To the extent that funds are available for investment per this Agreement, the County shall adhere to the requirements and due dates set forth in the Objectives and Tasks in Exhibit A and shall keep Molina apprised of any changes that could adversely impact the County's performance and timeline, and parties shall allow mutually agreed upon amendments to this Agreement as needed.

The County shall perform all its work under this Agreement in a professional and workmanlike manner and in accordance with industry standards. The County shall comply with applicable law and obtain and require its employees and subcontractors to obtain all licenses and permits required for its work. If Molina is not satisfied with the quality of the County's work or the progress toward achieving the goals of the HHIP Payment, Molina may provide the County with recommendations regarding ways to improve the quality of the work and progress toward achieving the goals of the HHIP. The County agrees to work in good faith with Molina to develop all HHIP Program deliverables set forth in this Agreement and the HHIP Terms and Conditions including, but not limited to, needs assessments, project plans, and bi-quarterly reports.

3. Cooperation with Molina

The County will coordinate its HHIP activities with Molina, including, without limitation: participating in periodic meetings, on a schedule agreed upon by the parties, to discuss DHCS deliverables and the implementation and outcomes of the Activities; cooperating with Molina's Healthcare Service Department; and providing Molina with such information as Molina may reasonably request regarding progress toward completion of each DHCS deliverable and the implementation and outcomes of the Objectives and Tasks and Performance Outcome Metrics stated in Exhibits A and B.

4. Access and Exchange of Data

The County agrees to deliver to Molina copies of any and all work products, results, reports, publications, data and other materials created or developed through the project (collectively, “project work product”), in a format requested by Molina. Further, the County agrees to deliver to Molina a copy of any third-party reports, articles or other publications regarding the project funded by the HHIP Payment that are available to the public and, upon request, provide reasonable assistance to Molina Healthcare to obtain rights to reproduce and distribute such publications.

Molina agrees to establish mutually satisfactory methods for the exchange of information as may be necessary, including information regarding participants enrolled or are involved in a program which is receiving HHIP funding. The exchange of information is necessary to allow each party to perform its duties and functions under this agreement. Appropriate procedures must be adhered to, to ensure information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations. No identifying information shall be disclosed by any party for any purpose other than carrying out the disclosing party’s responsibilities under this agreement, except as may be otherwise required by law.

Both parties shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract or receiving Personal Identifiable Information (PII) as outlined in this contract, comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Molina shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

5. Reporting

The County shall work in good faith with Molina to determine the necessary reports needed to communicate its performance as related to the Objectives and Task and Performance Outcome Metrics stated in Exhibits A and B and its use of the HHIP Payment in the form requested by Molina and agreed to by the County. The County shall submit such reports in time for Molina to meet DHCS due dates. Molina shall be responsible for making all submissions to DHCS.

6. Grantee’s Status

a. Political Subdivision of the State of California

The County represents that it is currently and shall remain during the period funded, a political subdivision of the State of California. The County agrees to notify Molina immediately of any changes in its status during the term of the HHIP Payment.

b. Change in Grantee’s Operations

The County agrees to advise Molina within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in the County's status: (i) a change to the County's financial or other condition sufficient to endanger the County's

ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its government agency status; (ii) a change to the County's organizational mission that substantially reduces the relevance of any HHIP Payment Objectives and Tasks to that mission or HHIP Payment; (iii) the County no longer retains the services of personnel adequate to enable the County to continue to perform its obligations under this Agreement; (iv) the County's inability to expend HHIP Payment funds in accordance with the terms of this Agreement or the HHIP Terms and Conditions, or (v) any development that significantly and adversely affects the operation of the County or its ability to continue to support the HHIP.

IV. Other Terms and Conditions

1. Independent Relationship

The County shall act as an independent contractor having responsibility for and control over the means and details of performing its duties stated herein, and shall not act as an agent or employee of Molina. Accordingly, the County and its employees shall have no claim under this Agreement for vacation or sick leave, retirement benefits, Social Security, Workers' Compensation benefits, disability or unemployment insurance benefits, or employee benefits of any kind. Molina shall be interested only in the results obtained. The Parties shall not make any commitments or incur any charges or expenses for or in the name of one another and shall, to the greatest extent possible, perform this Agreement in a manner consistent with the County's status as an independent contractor.

2. Conflict of Interest

The County represents and warrants that neither the execution of this Agreement nor the performance of the County's obligations under this Agreement will result in a violation or breach of any other agreement by which the County is bound. Molina represents that this Agreement has been duly authorized and executed and is a valid and legally binding obligation of Molina, to the best of its knowledge, subject to no conflicting agreements.

The County shall, in connection with the HHIP Payment submission process, have disclosed to Molina a comprehensive list of the County's Directors, Officers and/or individuals on its governing body and an assessment of their affiliations, if any, to Molina or its affiliates, for the purpose of identifying and eliminating any possible conflicts of interest. The County and Molina agree to promptly disclose any changes to the list of Directors, Officers or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement.

3. Future Funding

The County acknowledges that Molina and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.

4. Publicity and Press Releases

Neither Party shall use the name, logo, trademark, trade name, or other marks of the other Party or its affiliates without such Party's prior written consent, which may be withheld in either Party's sole discretion. In cooperation with the other managed care plans, Molina shall be given the opportunity to review and comment on all press releases that are directly related to the HHIP Payment and shall be provided sufficient advance notice of any such press release to permit it to comment.

Notwithstanding the foregoing, Molina may periodically publicize project progress and/or results through public communications (including press releases), reports, website, and other materials. The County agrees that Molina may disclose information about the project and HHIP organization and use the logo of the County in such communications, with the County's prior review and consent. Molina's use of the County's name and logo shall be in accordance with any County policy on those matters provided to Molina in writing. To the extent permitted by applicable law and County policies, the County agrees to provide reasonable assistance to Molina to obtain signed publicity waivers from employees, volunteers, and other persons associated with the County for use by Molina for publicity in connection with the project. The terms of this provision survive the expiration of the HHIP Payment term. Notwithstanding the foregoing, Molina shall have the right to use the County's name in connection with regulatory, governmental and financial filings.

5. Term and Termination

The term of this Agreement is from February 6, 2024 through December 31, 2024, unless it is earlier terminated in accordance with the terms of this Agreement. Either Party may terminate this Agreement for its convenience or for breach of any material term herein or willful misconduct at any time by giving a minimum of thirty (30) days prior written notice to the other Party. If this Agreement is terminated prior to the expiration of its Term, the County shall return the unearned portion of the HHIP Payment to Molina. If applicable, upon termination of this Agreement both Parties shall consult with each other to determine the portion of the HHIP Payment earned up to the effective date of termination.

6. Indemnification.

Each Party agrees to defend, indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, affiliates, subcontractors and agents from and against all claims, damages, losses, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of the negligent or willful acts or omissions of the indemnifying Party, or affiliates, officers, employees, affiliates, subcontractors and agents.

7. Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not

apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

8. Compliance with Laws.

The County shall comply with all federal, state and local laws, including but not limited to statutory and regulatory requirements applicable to its duties herein. The County shall also comply with all HHIP Terms and Conditions applicable to the performance of its duties herein.

9. Confidentiality

Molina shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Molina may use the names and other identifying information of persons receiving Services for any purposes permitted by law, including but not limited to federal HIPAA rules.

10. Nondiscrimination.

The County shall not discriminate in the performance of its duties herein on the basis of race, color, national origin, disability, sex or age. The County shall comply with all laws applicable to individuals and entities receiving federal funds, which may include but is not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 80; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR Part 84, and Section 1557 of the Affordable Care Act as codified at 42 U.S.C. § 18116 implemented at 45 CFR Part 92.

11. Assignment

The County may not sell, assign or transfer any of its rights or obligations under this Agreement without the express, written permission of Molina. Any purported assignment without such consent is void.

12. Governing Law

This Agreement shall, in all respects, be interpreted, construed, enforced and given effect according to the laws of the State of California, excluding its principles of conflicts of laws.

13. Dispute Resolution

Any claim or controversy arising out of or in connection with this Agreement shall be resolved, to the extent possible, within forty-five (45) days through informal meetings and discussions between appropriate representatives of the Parties.

14. Notices:

Any notices required under this Agreement, shall be made in writing and given to the other Party by personal delivery or certified mail at the following addresses:

If to Grantee:

Entity Name: San Bernardino County, Community Development & Housing Department
Attn: Carrie Harmon, Director
Street Address: 560 E Hospitality Lane, Suite 200
City, State, Zip Code: San Bernardino, CA 92415
Phone: (909) 382-3983
Email: carrie.harmon@cdh.sbcounty.gov

If to Health Plan:

Entity Name: Molina Healthcare of California
Attn: Abbie Totten
Street Address: 200 Oceangate, Suite 100
City, State, Zip Code: Long Beach, CA 90802
Phone: (562) 499-4590
Email: Abbie.Totten@MolinaHealthcare.com

15. Primary Point of Contact

Molina will designate an individual to serve as the primary point of contact for the Contract. The Molina designee must respond to County inquiries. Molina will notify the County of a change in primary contact. Molina will also designate a back-up point of contact in the event the primary contact is not available.

16. County Representative

The Deputy Executive Officer (DEO) or their designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority for the County in all matters pertaining to the Services/Scope of Work pertaining to this contract. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

17. Captions and Construction

The captions used as headings of the various Sections hereof are for convenience only, and the Parties agree that such captions are not to be construed to the part of this Agreement or to be used in determining or construing the intent or context of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafting Party.

18. Improper Influence

Molina shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Molina or officer or employee of Molina.

19. Consideration

Molina shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Molina shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Molina. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

21. Campaign Contribution Disclosure (SB 1439)

Molina has disclosed to the County using Exhibit E - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Molina's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Molina acknowledges that under Government Code section 84308, Molina is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, Molina will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board

of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Molina or by a parent, subsidiary or otherwise related business entity of Molina.

22. Entire Agreement

This Agreement shall consist of the terms and conditions set out in the main body of this Agreement, together with those provisions set out in the Exhibits hereto and the Memorandum of Understanding for the Homelessness Information System dated June 19, 2019, and shall constitute the entire, integrated agreement and understanding between the Parties and supersedes all prior agreements, representations and understandings between the Parties, whether written or oral.

23. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

24. Amendment

This Agreement may only be amended in writing with the mutual consent of both Parties.

IN WITNESS WHEREOF, the San Bernardino County and the Molina have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

MOLINA HEALTHCARE OF CALIFORNIA

By ► _____
(Authorized signature - sign in blue ink)

Name Abbie Totten

Title Molina Healthcare of California Plan President

Dated: _____

Address Molina Healthcare of California
200 Oceangate, Suite 100

Long Beach, CA 90802

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Carrie Harmon, Director

Date _____

EXHIBIT A

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM AGREEMENT

SAN BERNARDINO COUNTY

Objectives and Tasks

<p>Transitional Care Homes</p> <ul style="list-style-type: none">• Provide a community, home-like setting that offers step down – structured behavioral health treatment services on-site as well as provides supportive housing for individuals who are either stepping-down from locked care, or experiencing mental health issues in addition to homelessness. Both streams of persons would benefit from the type of care and education to support readiness for transition to independent living in the community (own residence, reunification with family) and linkage to the behavioral health continuum of care for continued stabilization.
<p>Enhance the Coordinated Entry System</p> <ul style="list-style-type: none">• Increase access points and assessment capacity to be able to serve more individuals/families. This would also include administrative support to handle the number of calls received through the CES.
<p>Permanent Housing Investment</p> <ul style="list-style-type: none">• Funds will be used to fund, locate and/or secure additional housing for people experiencing homelessness.
<p>Street Medicine Teams.</p> <ul style="list-style-type: none">• Funds will support the expansion and integration of street medicine services throughout the county and linkages to the CalAIM and provider community. Funds will be used to support coordination, infrastructure, and expanded street medicine services through increased funding for staffing, supplies, travel, and other operations costs.
<p>Navigation Center</p> <ul style="list-style-type: none">• Will directly support capital investments for housing navigation services to expand access for members.

These Objectives and Tasks are intended to help Molina successfully meet the following HHIP Measures during the HHIP Performance Period beginning January 1, 2023 and ending December 31, 2024.

EXHIBIT B

SAN BERNARDINO COUNTY

B.1 SCOPE OF SERVICES

Molina Healthcare has partnered with San Bernardino County to provide significant investments in five (5) activities detailed in Exhibit A - Objectives and Tasks. San Bernardino County shall use the Incentive Payment to perform the Investment Activities stated in Exhibit D. The Investment Activities are intended to help Molina successfully meet the following HHIP Measures during the HHIP Performance Period. San Bernardino County agrees to use its best efforts to ensure that each Activity results in the Performance Outcome Metrics applicable to such Activity.

Performance Outcome Metrics

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
<input checked="" type="checkbox"/> 1.1 Engagement with the CoC/County	<input checked="" type="checkbox"/> 2.1 Connection with street medicine team (<i>DHCS Priority Measure</i>)	<input type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input checked="" type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System (<i>DHCS Priority Measure</i>)	<input checked="" type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) (<i>DHCS Priority Measure</i>)	<input checked="" type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports (<i>DHCS Priority Measure</i>)
<input checked="" type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed (<i>DHCS Priority Measure</i>)
<input checked="" type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching (<i>DHCS Priority Measure</i>)		<input checked="" type="checkbox"/> 3.6 MCP members who remained successfully housed (<i>DHCS Priority Measure</i>)
<input checked="" type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		

B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

A. Molina Healthcare agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance and complying with San Bernardino County Community Revitalization Office of Homeless Services (OHS) HMIS security policies and procedures.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant Molina Healthcare view only access to use the HMIS software for the term of this Agreement.
3. The Parties expressly acknowledge that Molina Healthcare is not a client facing agency and will not enter data into HMIS, therefore any provision of the Memorandum of Understanding and HMIS Data Quality Standards and Policies related to Agency Responsibilities, Required Data Collection Elements, Collection of Data, Postings entry of data into HMIS, the collection of Identifying Information, and Information Entry Standards does not apply.

EXHIBIT C

Payment Provisions

C.1 PROCESS FOR DISBURSEMENT

County shall prepare a HHIP Project Proposal From using the form provided in Exhibit F proposal for each project that it intends to undertake pursuant to this Grant and indicate: (i) the funding needed to complete the project proposal, (ii) the Investment Plan activity to which the project is related, (iii) the grant category per Exhibit D, and (iv) the corresponding HHIP measure impacted and deliver it to Molina for review and approval.

If Molina approves that HHIP Project Plan Proposal, Molina shall make best efforts to disburse the approved Grant funds within thirty (30) days.

C2. MAXIMUM DISBURSEMENT AMOUNT

The maximum aggregate HHIP funding available under this Grant is \$1,580,000.

C.3 INELIGIBLE COSTS

HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The Molina Healthcare Investment Plan details the funding activities conforming with eligible activities under HHIP (see Exhibit A - Objectives and Tasks & Exhibit D - HHIP Grant Categories).

C.4 EXPENDITURE OF FUNDS

The County shall Expend one hundred percent (100%) of all funds under this agreement by December 31, 2024, the (“Expenditure Deadline”) unless approved by Molina Healthcare in writing. Any funds paid to the County, but not Expended pursuant to this Agreement by December 31, 2024, shall be returned to Molina within five (5) business days. In the event this Agreement is terminated prior to December 31, 2024, any funds paid to the County, but not Expended prior to the date of termination, shall be returned to Molina within five (5) business days of the notice of termination.

C.5 FISCAL ACCOUNTABILITY

- a. The County agrees to manage funds received through Molina Healthcare in accordance with sound accounting policies and incur and claim only eligible costs for disbursement.
- b. The County must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the County must develop an accounting procedure manual. Said manual shall be made available to Molina Healthcare upon request or during fiscal monitoring visits.

EXHIBIT D

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM AGREEMENT

SAN BERNARDINO COUNTY

HHIP GRANT CATEGORIES

HHIP GRANT CATEGORIES: Grant funds may be used by the County in the amounts specified for each of the Grant Categories below.

Grant Category	Payment Amount
1. Provide Transitional Care Homes.	\$500,000
2. Improve member access to the Coordinated Entry System (CES)	\$60,000
3. Permanent Housing Investment	\$350,000
4. Street medicine capacity building	\$170,000
5. Navigation Center	\$500,000
TOTAL	\$ 1,580,000



EXHIBIT E

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Grantor: Molina Healthcare of California

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
Abbie Totten, Plan President

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Molina Healthcare of California is a subsidiary of Molina Healthcare, Inc., a publicly traded company.

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Molina Healthcare Inc.	Parent

6. Name of agent(s) of Grantor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
None	None	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
Unknown. Contractor is San Bernardino County.		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
Not that Molina Healthcare of California is aware of.	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/a

Name of Contributor: N/a

Date(s) of Contribution(s): N/a

Amount(s): N/a

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Grantor certifies that the statements made herein are true and correct. Grantor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT F



HHIP Project Proposal Form

1. Requesting Entity (Please check one)

- San Bernardino County
- San Bernardino Continuum of Care (CoC)

2. Name of requesting Organization/Agency:

3. a. District Project resides (Please check one)

- District 1
- District 2
- District 3
- District 4
- District 5

b. If CoC requesting entity, please indicate region in which project resides (Please check one)

- Central Valley RSC
- Desert Region
- East Valley Region
- Mountain RSC
- West Valley Region
- Youth Advisory Board

c. City/Community/Unincorporated area project resides:

4. Project Name:



HHIP Project Proposal Form

5. HHIP Investment Activity # and name: (Please refer to Investment Plan)

6. Agency(ies) involved in development:

7. Background:



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8. Purpose:

9. Scope:

10. Start Date:



HHIP Project Proposal Form

11. Completion Date:

12. Total Funding amount for Project:

13. Total Funding Amount Requested:

14. # Permanent Supportive Housing Units (if applicable):

15. # of Beds (if applicable):

16. Targeted Population:

17. a. Total number of individuals estimated to be served:

b. Total number of Molina Medi-Cal members estimated to be served: