



Contract Number

SAP Number

Community Development & Housing

Department Contract Representative	<u>Carrie Harmon</u>
Telephone Number	<u>(909) 382-3983</u>
Contractor	<u>Inland Empire Health Plan</u>
Contractor Representative	<u>Matthew Wray</u>
Telephone Number	<u>(909) 890-2932</u>
Contract Term	<u>February 6, 2024 to March 31, 2028</u>
Original Contract Amount	<u>\$43,250,00.00</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$43,250,00.00</u>
Cost Center	<u>TBD</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, This Agreement for the Housing and Homelessness Incentive Program (herein referred to as "Agreement") is made and entered into between the Inland Empire Health Plan, a California health plan organization, (herein referred to as "IEHP" or "Contractor") and San Bernardino County (County), a political subdivision of the State of California.

WHEREAS, IEHP is participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan; and,

WHEREAS, IEHP has partnered with the County's Community Development and Housing Department (CDH) to provide significant investments in services, technical enhancements, and infrastructure supporting homeless residents throughout the region; and,

WHEREAS, IEHP has allocated San Bernardino County an award and disbursement of up to \$43,250,000.00 in HHIP funds; and,

WHEREAS, IEHP desires to contract with the County for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers (Operating subsidies may

include operating reserves); (3) Incentives to landlords, including, but not limited to, security deposits and holding fees; (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need.

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1 Coordinated Entry System (CES)** – A centralized or coordinated process designed to coordinate program participant intake, assessment, and provision of referral. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- A.2 CES Lead Agency** – Refers to San Bernardino County’s Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through the County’s crisis response system.
- A.3 Continuum of Care (CoC)** – A partnership of community and faith-based organizations, educational institutes, non-profit organizations, private industry, and local government. Also known as the San Bernardino County Homeless Partnership.
- A.4 County** – Refers to San Bernardino County, a subdivision of the State of California, and its Office of Homeless Services (OHS), which has administrative responsibility for this Agreement. OHS and County are used interchangeably in this Agreement.
- A.5 Department of Health Care Services (DHCS)** – A department within the California Health and Human Services Agency that finances and administers individual health care service delivery programs, which provides health care services to low-income people.
- A.6 Emergency Shelter** – As defined in Health and Safety Code section 50801, subdivision (e): Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- A.7 Housing and Homelessness Incentive Program (HHIP)** – A voluntary incentive program administered by DHCS that allows health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.
- A.8 Homeless Management Information System (HMIS)** – A local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families at risk of and experiencing homelessness. Each CoC is responsible for selecting an HMIS software solution that complies with HUD’s data collection, management, and reporting standards.
- A.9 Homeless** – As defined in Section 578.3 of Title 24 of the Code of Federal Regulations:
- A.10 Homelessness Prevention** – Assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.

- A.11 Homeless Youth** – Unaccompanied youth between 12 and 24 years of age, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). Includes unaccompanied youth who are pregnant or parenting.
- A.12 Office of Homeless Services (OHS)** – The Lead Agency and/or Administrative Entity for the HUD Continuum of Care Homeless Assistance Grant, and serves as the coordinator and administrator for grant submissions to the State Homeless Coordinating Finance Council, with focused administrative effort to support people experiencing or at risk of homelessness and the connections to housing, supportive services, case management, and mainstream services to assist with housing stability and self-sufficiency. OHS and County are used interchangeably in this Agreement.
- A.13 Participant(s)** – Individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- A.14 Permanent Housing** – A structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.
- A.15 Permanent Supportive Housing** – Permanent housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.
- A.16 Personally Identifiable Information (PII)** – Any representation of information that permits the identity of an individual to whom the information applies, to be reasonably inferred by either direct or indirect means.
- A.17 Project** – Housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- A.18 Rapid Re-Housing** – A model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.
- A.19 Rental Assistance** – The provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.
- A.20 Subcontract** – Any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the subrecipient with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- A.21 Target Population** – Any person who is Homeless as defined in this Agreement.

B. CONTRACTOR RESPONSIBILITIES

- B.1** IEHP shall pay the County for services performed, products provided, and expenses incurred in accordance with the terms of Attachment D, Payment Provisions, attached hereto and incorporated herein as referenced. The County has no obligation to purchase any specified amount of services or

products. One hundred percent of HHIP funds allocated to the County and the CoC pursuant to this Agreement shall be expended by March 31, 2028.

- B.2** IEHP agrees to establish mutually satisfactory methods for the exchange of information as may be necessary, including information regarding participants enrolled or 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, and fulfill deliverables as outlined in Attachment E – HHIP Deliverable Checklist. 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.
- B.3** Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract or receiving PII data 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. Contractor 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.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

This Contract is not assignable.

C.4 Contract Exclusivity

This is not an exclusive Contract.

C.5 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.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor’s sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County’s hiring criteria, in County’s sole discretion, shall not be assigned to

work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Both parties 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. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Deputy Executive Officer of the Community Revitalization or his/her 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 in all matters pertaining to the Services/Scope of Work by Contractor. 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.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees

or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor 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 Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor 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.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. 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.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 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.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records

shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 *RESERVED*

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 *RESERVED*

C.45 *RESERVED.*

C.46 *RESERVED*

C.47 *RESERVED*

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 *RESERVED*

C.51 *RESERVED*

D. TERM OF CONTRACT

This Contract is effective as February 6, 2024, and expires March 31, 2028 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E.1** The County shall provide all services as outlined and specified in Attachment A, Scope of Services, attached hereto and incorporated herein as referenced.
- E.2** The County is the administrative entity on behalf of the San Bernardino County Continuum of Care and is authorized to accept funding on its behalf.
- E.3** The County will adhere to deliverables as specified in Attachment E, HHIP Deliverable Checklist, attached hereto and incorporated herein as referenced.
- E.4** The County 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, and fulfill deliverables as outlined in Attachment E, HHIP Deliverable Checklist. 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.

F. FISCAL PROVISIONS

- F.1** IEHP shall pay the County for services performed, products provided, and expenses incurred in accordance with the terms of Attachment D, Payment Provisions, attached hereto and incorporated herein as referenced. The County shall have no obligation to purchase any specified amount of services or products.
- F.2** The County, as the administrative entity of the CA-609 San Bernardino City and County Continuum of Care (SBC CoC), shall accept and distribute up to \$11,500,000.00 on behalf of the SBC CoC in HHIP funding from IEHP.
- F.3** The County shall accept up to \$31,750,000 in HHIP funding from IEHP.
- F.4** The County shall accept up to a total not to exceed \$43,250,000.00 in HHIP funding from IEHP, including both committed and incentivized funding for the County, and committed funding for the SB CoC.
- F.5** Invoices shall be issued to IEHP with a net sixty (60) day payment term.
- F.6** The County shall accept all payments from IEHP via Electronic Funds Transfer (EFT) directly deposited into the County's designated bank account.
- F.7** If funding is no longer allocated to IEHP from DHCS, IEHP will promptly notify the County and provide a 90-day notice of termination, and services outlined in this contract shall end.
- F.8** **MAXIMUM DISBURSEMENT AMOUNT:** As stated in Section F.4 above, HHIP funding will not exceed a total of \$43,250,000. Of those funds, \$21,250,000 are committed funds that will be disbursed to the County upon IEHP's receipt, review, and approval of project proposals that

include at least the following: 1) Specified amounts, 2) Investment Plan Activity, and 3) Corresponding HHIP measure impacted and supporting scope of work. Incentive funds in the amount of \$10,500,000.00 are available to the County and are aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are earnable through milestone achievement as detailed in Attachment C – HHIP Incentive Funding Companion Document to HHIP Investment Plan

F.9 SAN BERNARDINO CITY AND COUNTY CONTINUUM OF CARE (SBC CoC): As stated in Section F.4 above, HHIP funding will not exceed a total of \$43,250,000. Of those funds, \$11,500,000 are committed funds that will be disbursed to the Continuum of Care upon IEHP's receipt, review, and approval of project proposals that include at least the following: 1) Specified amounts, 2) Investment Plan Activity, and 3) Corresponding HHIP measure impacted and supporting scope of work.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Mutual Indemnification

County agrees to indemnify, defend (with counsel approved by Contractor) and hold harmless Contractor and its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this agreement.

Contractor agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from Contractor's negligent acts or omissions which arise from the Contractor's performance of its obligations under this MOU. In the event the County and/or Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the agreement, the County and/or Contractor shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

G.2 Insurance

The County is an authorized self-insured public entity for the purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. The County warrants that through its program of self-insurance, it has adequate coverage of resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

IEHP is an authorized public entity for the purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. IEHP warrants that it has adequate coverage of resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

G.3 RESERVED

G.4 RESERVED

G.5 RESERVED

G.6 RESERVED

G.7 RESERVED

G.8 RESERVED

G.9 RESERVED

G.10 RESERVED

G.11 RESERVED

H. RESERVED

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Carrie Harmon
Director
San Bernardino County Community
Development and Housing Department
560 E. Hospitality Lane Suite 200
San Bernardino, CA 92415*

*Jarrod McNaughton, MBA, FACHE
Chief Executive Officer
Inland Empire Health Plan
P.O Box 1800
Rancho Cucamonga, CA 91728-1800
(909) 890-2000*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. 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.

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

SAN BERNARDINO COUNTY

INLAND EMPIRE HEALTH PLAN

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____

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

Name Keenan Freeman

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

Title Chief Financial Officer
*(for Jarrod McNaughton, MBA, FACHE, Chief
Executive Officer)*

By _____
Deputy

Dated: _____

Address _____

By ► _____
Chair, IEHP Governing Board

Dated: _____

By ► _____
Secretary, IEHP Governing Board

Dated: _____

Approved as to Form:

By ► _____
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Suzanne Bryant, Deputy County Counsel
Date _____

► _____
Date _____

Reviewed/Approved by Department
► _____
Carrie Harmon, Director
Date _____

ATTACHMENT A

SCOPE OF SERVICES

Project Description

In accordance with section 9817 of the American Rescue Plan Act of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives, which aims to expand and enhance programs that facilitate individuals transitioning to community-based independent living arrangements. HHIP is a voluntary incentive program that will allow Managed Care Plans (MCPs) to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total one-time Incentive Funds available statewide are \$1.288 billion. Funding will be available to MCPs through March 31, 2024, however funding is not required to be expended by the MCPs by this date. Funds flow from DHCS to the MCP with the intent to support initiatives which reduce and prevent homelessness; and ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

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
1.1 Engagement with CoC, such as, but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	2.1 Connection with street medicine team that is providing healthcare for individuals who are homeless <i>Priority Measure*</i>	3.1 Percent of MCP Members screened for homelessness/risk of homelessness
1.2 Connection and integration with the local homeless Coordinated Entry System <i>Priority Measure*</i>	2.2 MCP connection with the local Homeless Management Information System (HMIS) <i>Priority Measure*</i>	3.2 MCP Members screened for homelessness or risk of homelessness who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period
1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members experiencing homelessness	2.3 MCP process for tracking and managing referrals for housing-related Community Supports offered during the measurement period, including:	3.3 MCP members experiencing homelessness who were successfully engaged in ECM
1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching <i>Priority Measure*</i>	<ol style="list-style-type: none"> 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs 	3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports, including: <ol style="list-style-type: none"> <li style="width: 50%;">1. Housing Transition Navigation <li style="width: 50%;">4. Recuperative Care <li style="width: 50%;">2. Housing Deposits <li style="width: 50%;">5. Short-Term Post-Hospitalization Housing <li style="width: 50%;">3. Housing Tenancy and Sustaining Services <li style="width: 50%;">6. Day Habilitation Programs <i>Priority Measure*</i>
1.5 Data sharing agreement with county MHPs and DMC-ODS (if applicable)		3.5 MCP Members who were successfully housed <i>Priority Measure*</i>
1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns w/ HHAP-3)		3.6 MCP Members who remained successfully housed <i>Priority Measure*</i>
1.7 Lessons learned from development and implementation of Investment Plan (IP)	Note: Priority Measures* will be weighed heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)	

Inland Empire Health Plan (IEHP) has partnered with the San Bernardino County Community Development and Housing Department (CDH) to provide significant investments in eleven (11) activities detailed in Attachment B, IEHP Investment Plan. Funds will be disbursed to San Bernardino County for qualified activities.

ATTACHMENT B

IEHP INVESTMENT PLAN

Investment Topic #	Investment Activity Description	County		CoC		Total Funding
		Committed Funding	Incentive Funding	Committed Funding	Incentive Funding	
1. CoC Support	\$1M to San Bernardino CoCs to supplement existing HHAP financial plans and strengthen housing-related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications)	-	-	\$1,000,000.00	-	\$1,000,000.00
2. CES Support	\$2M to support San Bernardino County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees). Funding will assist with increasing access points and assessment capacity to be able to serve more individuals/families. It will contribute to administrative support call volume received through the CES.	\$2,000,000.00	-	-	-	\$2,000,000.00
3. Community Supports Services Enhancement	\$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services.	\$500,000.00	-	-	-	\$500,000.00
4. CoC collaboration and partnerships	\$2M to support the expansion of contractual arrangements that include data sharing agreements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services	-	-	\$2,000,000.00	-	\$2,000,000.00

5. DMC-ODS Support and Collaboration	\$500,000 to San Bernardino County to improve the sharing of patient information including member matching and current housing status, integration, coordination of care, and case management with MHPs	\$500,000.00	-	-	-	\$500,000.00
6. Transitional care/housing Support	\$13,750,000 over 3 years to support San Bernardino County with Transitional Care Homes. Transitional Care Homes This includes providing 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 1) are stepping-down from locked care or 2) 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.	\$13,750,000.00	-	-	-	\$13,750,000.00
7. Disparities and Equity Services Support	\$1M to support San Bernardino County’s CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions \$1M to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV population	\$1,000,000.00	-	\$1,000,000.00	-	\$2,000,000.00
8. Street Medicine Support	\$2M to support the County and CoC to integrate and develop street medicine teams.	\$1,000,000.00	-	\$1,000,000.00	-	\$2,000,000.00

<p>9. HMIS Collaboration and Enhancement</p>	<p>\$500k to support system enhancements to utilize San Bernardino County’s HMIS to its fullest potential, such as, improving data fields within the system to allow case managers to create a more complete member profile, strengthen communication linkage/loop between housing providers, health plans and the counties to ensure Members are receiving services. This will in part be achieved by enhancing the capabilities of the HMIS system in collaborative efforts with the County HMIS administrators. An improvement example may be to capture HMIS client health plan information to ensure housing providers can connect with the client’s health plan.</p> <p>\$3M to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member’s housing status.</p>	<p>\$500,000.00</p>	<p>\$3,000,000.00</p>	<p>-</p>	<p>-</p>	<p>\$3,500,000.00</p>
<p>10. Community Supports</p>	<p>\$2M to expand the network of Community Support Providers as well as augment housing related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs.</p> <p>\$3M to incentivize IEHP’s Community Support Providers to increase the number of housing-related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up and close referrals.</p>	<p>\$2,000,000.00</p>	<p>\$1,500,000.00</p>	<p>-</p>	<p>\$1,500,000.00</p>	<p>\$5,000,000.00</p>

11. Permanent Supportive Housing	<p>\$5M over 3 years to support the CoC's development/infrastructure for capital improvement projects that are in progress or nearing completion to support and expand the capacity in San Bernardino County to sustainably house IEHP Members. Funding will be used to secure/reserve beds/space for IEHP Members.</p> <p>\$6M will also be used to incentivize current and prospective housing related service providers to expand capacity to sustainably house IEHP Members.</p>	-	\$6,000,000.00	\$5,000,000.00	-	\$11,000,000.00
Totals		\$21,250,000.00	\$10,500,000.00	\$10,000,000.00	\$1,500,000.00	\$43,250,000.00
		\$31,750,000.00		\$11,500,000.00		\$43,250,000.00

Funding Summary - IEHP

	Committed	Incentivized	Total
San Bernardino County	\$21,250,000.00	\$10,500,000.00	\$31,750,000.00
San Bernardino CoC	\$10,000,000.00	\$1,500,000.00	\$11,500,000.00
Total	\$31,250,000.00	\$12,000,000.00	\$43,250,000.00

ATTACHMENT C

HHIP INCENTIVE FUNDING COMPANION DOCUMENT TO HHIP INVESTMENT PLAN

Investment Plan Activity	County, COC, or Both	Earnable Amount	Deliverable/Milestone Required for Incentive Payment
9. HMIS Collaboration and enhancement	County	\$3 Million	<p>County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following:</p> <ul style="list-style-type: none"> A. (16.6%/ \$504K) IEHP ability to successfully receive timely alerts from County local HMIS when IEHP’s member experiences a change in housing status B. (10.4%/ \$312K) Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23) C. (10.4%/ \$312K) Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) <ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs D. (10.4%/ \$312K) Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23) E. (10.4%/ \$312K) Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22) F. (10.4%/ \$312K) Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) G. (10.4%/ \$312K) Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23 H. (10.4%/ \$312K) Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23 I. (10.4%/ \$312K) Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)
10. Community Supports	County	\$1.5 Million	<p>County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive \$35K for each successful demonstration if received no later than 10/31/23. \$25K for each successful demonstration if received after 10/31/23.)</p> <ul style="list-style-type: none"> A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services:

			<ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs <p>B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:</p> <ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs <p>C. County or County subcontracted Community Supports provider shall be able to able to demonstrate gradually expanded coverage to priority areas as deemed appropriate by the Health Plan. County will confirm/attest when provider has expanded coverage to at least one of the IEHP’s expanded zip code areas (zip codes available upon request). Provider must provide at least one of the following six (6) housing-related community supports services:</p> <ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs
	CoC	\$1.5 Million	<p>CoC has the ability to earn incentive funding for each successful demonstration below. (CoC eligible to receive \$35K for each successful demonstration if received no later than 10/31/23. \$25K for each successful demonstration if received after 10/31/23.)</p> <p>A. CoC Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services:</p> <ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing

			<ul style="list-style-type: none"> f. Day Habilitation Programs B. CoC Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services: <ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs C. CoC Community Supports provider shall be able to demonstrate gradually expanded coverage to priority areas as deemed appropriate by the Health Plan. County will confirm/attest when provider has expanded coverage to at least one of the IEHP's expanded zip code areas (zip codes available upon request). Provider must provide at least one of the following six (6) housing-related community supports services: <ul style="list-style-type: none"> a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs
11. Permanent Supportive Housing	County	\$6 Million	IEHP will fund existing and new Permanent Supportive Housing (PHS) projects with new/expanded capacity. Each new PHS unit is eligible for \$1K in incentive funding and is not limited to a maximum qualifying units. Earned incentive funding can be spent on construction/infrastructure, case management services, administrative/operational costs, IT, and/or any other IEHP-approved activity.

ATTACHMENT D

PAYMENT PROVISIONS

A.1 MAXIMUM DISBURSEMENT AMOUNT

HHIP funds will be disbursed to the County (Grantee) in an amount not to exceed \$31,750,000.00 to the County and \$11,500,000.00 to the Continuum of Care (CoC). Payment will begin after upon receipt of the fully executed Agreement between both parties and approval of project proposals that include at least the following: 1) Specified amounts, 2) Investment Plan Activity, and 3) Corresponding HHIP measure impacted and supporting scope of work.

A.2 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 Housing and Homelessness Incentive Program.

A.3 EXPENDITURE OF FUNDS

The County and Continuum of Care shall expend one hundred percent (100%) of available funds, not to exceed \$31,750,000.00 for the County and \$11,500,000.00 to the CoC under this Agreement by the Expenditure Deadline unless approved by IEHP in writing.

A.4 FISCAL ACCOUNTABILITY

- a. The County agrees to manage funds received from IEHP in accordance with sound accounting policies and incur and claim only eligible costs.
- b. The County must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards.

ATTACHMENT E

HHIP DELIVERABLE CHECKLIST

Investment Plan Activity #	County, CoC, or Both	Deliverable Request	Received?	
1. CoC Support	CoC	CoC proposal(s) for IEHP to support HHAP gap funding and strengthen housing-related infrastructure and workforce.	<input type="checkbox"/> Y	<input type="checkbox"/> N
2. CES Support	County	County proposal(s) to support CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees).	<input type="checkbox"/> Y	<input type="checkbox"/> N
3. Community Supports Services Enhancement	County	List of recommended organizations who serve SMI/SED populations to evaluate if there is a need to support enhancing/expanding their ability to offer housing related services to IEHP Members.	<input type="checkbox"/> Y	<input type="checkbox"/> N
4. CoC Collaboration and Partnerships	CoC	List of recommended housing related service providers who are interested and qualified to provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.	<input type="checkbox"/> Y	<input type="checkbox"/> N
5. DMC-ODS Support and Collaboration	County	County proposal(s) for IEHP to support improvement in sharing patient information including member matching and sharing information on housing status.	<input type="checkbox"/> Y	<input type="checkbox"/> N
6. Transitional Care Housing Support	County	County proposal(s) for IEHP to support transitional care housing projects. Projects can support capital improvement projects and/or ongoing operations.	<input type="checkbox"/> Y	<input type="checkbox"/> N
7. Disparities and Equity Services Support	County and CoC	County and CoC proposal(s) for IEHP to support local organizations with funding, referrals and other supports to address disparities and inequities as they relate to service delivery, housing placements and housing retention.	<input type="checkbox"/> Y	<input type="checkbox"/> N
8. Street Medicine Support	County and CoC	County and CoC proposal(s) for IEHP to support ongoing and/or new street medicine efforts within the County with the goal of increasing the number of unsheltered individuals receiving street medicine services, and creating a mechanism for IEHP to receive reports of IEHP Members receiving street medicine services.	<input type="checkbox"/> Y	<input type="checkbox"/> N
9. HMIS Collaboration and Enhancement		County Reports to support IEHP with the following information/data:		
	County	A. IEHP ability to receive timely alerts from County local HMIS when IEHP's member experiences a change in housing status	<input type="checkbox"/> Y	<input type="checkbox"/> N
		B. Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23)	<input type="checkbox"/> Y	<input type="checkbox"/> N
	C. Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) <ul style="list-style-type: none"> ○ Housing Transition Navigation ○ Housing Deposits ○ Housing Tenancy and Sustaining Services ○ Recuperative Care ○ Short-Term Post Hospitalization Housing 	<input type="checkbox"/> Y	<input type="checkbox"/> N	

		<ul style="list-style-type: none"> ○ Day Habilitation Programs 		
		D. Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23)	<input type="checkbox"/> Y	<input type="checkbox"/> N
		E. Reports of: <ul style="list-style-type: none"> • Unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22) • Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) • Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23 • Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23 	<input type="checkbox"/> Y	<input type="checkbox"/> N
		F. Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)	<input type="checkbox"/> Y	<input type="checkbox"/> N
10. Community Supports	County and CoC	County and CoC proposal(s) to expand the network of Community Support Providers as well as augment housing related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs.	<input type="checkbox"/> Y	<input type="checkbox"/> N
11. Permanent Supportive Housing	County and CoC	County and CoC proposal(s) of capital improvement projects within the County for each district that have a high need for funding or gap funding, and can have the great impact for improving housing capacity and services for those experiencing homelessness. Preference to evaluate projects for funding that are at or nearing completion.	<input type="checkbox"/> Y	<input type="checkbox"/> N