

BOS No.
Infor 11 Contract No. 5363
Cobblestone ID 1903

AGREEMENT
(BOS AGREEMENT NO. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo Community Care Continuum, a nonprofit California corporation (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, County desires to obtain recuperative care and/or medical respite services for individuals who are experiencing homelessness and/or are at risk of homelessness and are experiencing a health or behavioral health need; and

WHEREAS, the State of California implemented the Housing and Homelessness Incentive Program to improve health outcomes and access to services by addressing housing insecurity and instability for the Medi-Cal population, with the goal to reduce and prevent homelessness and to ensure that Medi-Cal managed care plans develop the necessary capacity and partnerships to connect members to needed housing services; and

WHEREAS, the State of California outlined county-specific allocations and target activities that must be collaboratively accomplished by counties, local continuums of care, and Partnership HealthPlan of California (a public entity contracted with the Department of Health Care Services) to achieve these allocations; and

WHEREAS, on or about January 24, 2023, the County entered into a Memorandum of Understanding (“MOU”) with Partnership HealthPlan of California (“PHC”) regarding the Housing and Homelessness Incentive Program (“HHIP”), a copy of which is attached hereto as Attachment I (hereinafter referred to as “PHC MOU”); and

WHEREAS, the PHC MOU requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in PHC MOU, and that all County subcontractors (including but not limited to Contractor) comply with such terms and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor further represents and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <https://www.yolocounty.org/about-us/mission-values-strategic-plan>; and

WHEREAS, Contractor understands that County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, County and Contractor agree as follows:

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I. TERM

- A.** The term of this Agreement shall be from **February 20, 2024 through March 31, 2026** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional 3-month period and then (1) additional twelve (12) month period on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or their designee (“Director”).
- B.** Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C of this Agreement.

II. SERVICES

- A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits and attachments), and in a manner satisfactory to the Director.
- B.** Contractor shall comply with the applicable provisions of any regulatory or sub-regulatory guidance issued by County or authorized Federal and State government agencies as incorporated herein as if fully set forth in this place, including those found in the PHC MOU.
- C.** Contractor shall also comply with the terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (“CBOs”) and Contract Administration Manual for CBOs, copies of which are available to Contractor via County’s website: <https://www.yolocounty.org/business/community-based-organization-cbo-resources>.

III. COMPENSATION AND PAYMENT TERMS

- A.** Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.
- B. 1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **March 31, 2026**, shall be no greater than **FIVE HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND THIRTY CENTS (\$551,738.30)** specified as follows:

Fiscal Year 2023-24 February 20, 2024 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Fiscal Year 2025-26 July 1, 2025 through March 31, 2026	Total
\$67,196.87*	\$272,329.49*	\$212,211.94*	\$551,738.30

*Any unspent funding in a fiscal year may be rolled over into a future fiscal year.

- 2.** Option Years: County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. If County elects to exercise an option, County shall notify Contractor in

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writing. The notice shall include the revised Agreement term, approved funding amount to be added to the Agreement; and revised Agreement maximum payment obligation, subject to the maximums set forth below:

Option Period (OP)	Revised Agreement Expiration Date Per OP	Maximum Increased Funding Amount Per OP	Revised Agreement Lifetime Maximum Per OP
April 1, 2026 through June 30, 2026	On or before June 30, 2026	Less than or equal to \$0	Less than or equal to \$551,738.30
FY 2026-27	On or before June 30, 2027	Less than or equal to \$0	Less than or equal to \$551,738.30

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **FIVE HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND THIRTY CENTS (\$551,738.30)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

- C. Indirect/Overhead/Administration costs cannot exceed fifteen percent (15%) of Personnel costs. See, Exhibit D.
- D. County shall pay Contractor using a combination of funding sources, as County deems appropriate.

IV. OPTION YEAR AND AMENDMENT AUTHORITY

- A. Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III. of this Agreement.
- B. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy.
- C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

V. ENTIRE AGREEMENT

- A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:
 - Exhibit A – Scope of Services
 - Exhibit B – Terms of Payment
 - Exhibit C – Terms and Conditions
 - Exhibit D – Contract Budget
 - Exhibit E – HIPAA Compliance & Business Associate & Qualified Service Organization Agreement Addendum
 - Exhibit F – Performance Measures

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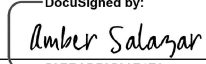
- Exhibit G – Contractor Confidentiality Certification
- Exhibit H – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form
- Attachment I – Memorandum of Understanding with Partnership HealthPlan of California

B. County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachment(s), including the PHC MOU (see, Attachment I). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.

C. This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last set forth below.

CONTRACTOR

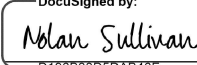
DocuSigned by:

 53EECD73526F4E9...
 Amber Salazar, Executive Director
 Yolo Community Care Continuum

Date: 4/2/2024

COUNTY OF YOLO

 Lucas Frerichs, Chair
 Board of Supervisors

Date: _____

DocuSigned by:

 D196B33D5DAB46E...
 Nolan Sullivan, Director
 Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Phillip J. Pogledich, County Counsel

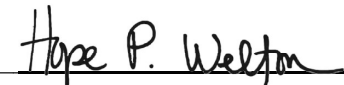
By: 
 Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions:

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Yolo Community Care Continuum – Haven House
168 College Street
Woodland, CA 95695

II. PURPOSE

To provide four (4) medical respite/recuperative care beds to clients experiencing homelessness and a health or behavioral health-related need.

III. TARGET POPULATION

Yolo County homeless residents, with health or behavioral health-related needs.

IV. SERVICES

A. Contractor shall provide Recuperative Care / Medical Respite services to Eligible Adults (referred to as “clients” herein) as follows:

1. Interim Housing. Contractor shall provide clients with a bed and three meals per day and snacks at Haven House. Meals will be prepared by clients (food will be provided).
2. Ongoing Monitoring. Contractor shall monitor a client’s ongoing medical and/or behavioral health condition (e.g., monitoring of vital signs, assessments, wound care, medication monitoring, etc.).
3. Contractor shall coordinate health and health-related services for clients.
4. Clients will manage their own Activities of Daily Living (ADLs). On a case-by-case basis, and depending on medical need, Contractor shall provide limited or short-term assistance with Instrumental Activities of Daily Living and/or ADLs may be provided.
5. Contractor shall provide assessment services for clients, which may include an analysis of the history and status of the individual’s physical, mental, emotional, or behavioral well-being.
6. Contractor shall contact one or more significant support persons in the life of each client. The intent of such contact is to improve or maintain the health and well-being status of the client. This may include:
 - a. Helping significant support persons to understand the client’s condition;
 - b. Involving the significant support person in treatment/case planning; and
 - c. Involving the significant support person in the implementation of the treatment/case plan(s).
7. Contractor shall connect clients with services and systems in the community that they may be eligible for, including but not limited to: CalFresh; Medi-Cal; In-Home Supportive Services (IHSS); Adult Protective Services (APS); housing navigation services; CalWORKs; and/or SSI/SSP.
8. Contractor shall transport clients to health and/or behavioral health related appointments.
9. Transitioning Clients. Contractor shall transition clients into established community programs and housing. Housing can include emergency shelters, transitional housing, permanent housing, or placed with appropriate family members depending upon each client’s situation and need.

V. REQUIREMENTS

- A.** Prospective clients must be homeless.
 - 1.** A “homeless” client includes individuals who are experiencing homelessness and are at risk of homelessness that aligns with the Community Supports Policy Guide and the Housing and Urban Development definition as provided in Section 91.5 of Title 24 of the Code of Federal Regulations.
- B.** Prospective clients must be experiencing a health or behavioral health need.
 - 1.** Short-term residential care for individuals who no longer require hospitalization, but still need to heal from an injury or illness (including behavioral health conditions) and would be exacerbated by an unstable living environment.
- C.** The program shall not be more than ninety (90) days in duration.
- D.** Contractor shall enter clients into the Homeless Management Information System (HMIS).
- E.** Contractor shall become a CalAIM Community Supports Provider.
- F.** Contractor shall submit to County on a quarterly basis a Performance Outcome Measures Report. Please see Exhibit C, Section IV. and Exhibit F of this Agreement for a list of data to include on the report.
- G.** Contractor shall submit to County on a quarterly basis a Contract Utilization Report that includes the ongoing tracking of the specific uses and expenditures of any HHIP program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information County deems appropriate or necessary. Please see Exhibit C, Section IV. of this Agreement for data to include on the report.

EXHIBIT B – TERMS OF PAYMENT

I. METHOD OF PAYMENT

A. Contractor shall submit an invoice to County no later than thirty (30) days after completion of the month in which services have been rendered, using the invoice format approved by County.

B. Invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.

C. Any invoice that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.

D. The final invoice to County must be received by no later than April 30, 2026 and shall include all expenditures for which warrants have been issued prior to April 1, 2026. County shall not be responsible for payments on invoices received after April 30, 2026.

E. Invoices for payment may be submitted to County in an electronic format to: HHSA.AccountsPayable@yolocounty.org; with a copy to: Kerrie.Covert@yolocounty.org

F. County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D.

1. Contractor shall adhere to the contract budget(s) in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

2. Amendments to the contract budget(s) including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Contract budget amendments must be approved pursuant to Section IV. of this Agreement.

3. In the event County requests an updated contract budget for any option year, the option year budget shall be approved in conformance with Section III(B2) of this Agreement, in the sole discretion of the HHSA Director.

G. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

H. Ineligible Costs and Disallowances

1. County reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement.

2. HHIP funds shall not be used to supplant existing funding and shall be applied in conjunction with the relevant activities funded through CalAIM and the associated Community Supports program.

3. County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

4. Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

- 5.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- 6.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- I.** Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, County's receipt of such funding from the federal and/or state governments and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.
- J.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- K.** Contractor shall hold harmless Partnership HealthPlan of California in the event that County does not pay for services in accordance with this Agreement.

EXHIBIT C – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon this representation in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including the County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

C. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records include but are not limited to: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Financial Records

1. Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

2. Contractor shall preserve and make available his/her financial records for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

C. Client Records

1. Contractor shall utilize and report client data into its local Homeless Management Information Systems (“HMIS”) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021). Contractor shall ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHIP funding (e.g., by creating appropriate HHIP-specific funding sources and project codes in HMIS).
2. If applicable, Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission/intake and discharge information, demographic information, documentation of types of housing assistance provided (including but not limited to lease agreement, cancelled checks, reason for assistance), health medical history, program level assessment, client case management plan, records of patient interviews, and records of all services provided and backup documentation to validate client qualifies for program and meets HHIP requirements. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.
3. All client records shall be kept for whichever time period listed below is longer:
 - i. ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.
 - ii. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
 - iii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.
4. In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of client records. All records shall be made available to the County in an electronic format readable by the County.

D. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to any secure electronic data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

E. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor’s activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for the County to receive funds

used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

A. Program Reports

1. ***Quarterly Performance Outcome Measures (POM) Report:*** (See Exhibit F of this Agreement)
Contractor shall maintain data and reports of performance outcome measures. Contractor shall make these data and reports available to the County on a quarterly basis, as specified in Exhibit F, Performance Measures.
 - a. Contractor shall submit data to County on progress made towards meeting outcome goals.
 - i. If Contractor has not made significant progress toward outcome goals, Contractor shall submit to County a description of barriers and possible solutions to those barriers.
 - ii. Contractor shall describe partnerships among entities, including but not limited to: CalFresh; Medi-Cal; In-Home Supportive Services (IHSS); Adult Protective Services (APS); housing navigation services; CalWORKs; and/or SSI/SSP, or lack thereof.
 - iii. Contractor shall describe participant and regional outcomes.
2. ***Quarterly Contract Utilization Report(s):*** Contractor shall submit a report to County that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information County deems appropriate or necessary.
 - a. Contractor shall track and report all invoices sent and payments received under this Agreement for the periods of July 1 through September 30; October 1 through December 31; January 1 through March 31; and April 1 through June 30. Each quarterly report shall be due by the 15th of the month following the close of the quarter. In the event the Agreement is terminated early, the final report shall be due within fifteen (15) days of the termination.
 - b. Contractor shall include the following metrics in the quarterly contract utilization report:
 - i. Details on Recuperative Care / Medical Respite services to Eligible Adults where HHIP funding is used;
 - ii. Specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds; and
 - iii. Data on expenditures of HHIP funding including but not limited to obligated funds, expended funds, and other funds derived from HHIP funding.
 - iv. Any other metrics deemed appropriate or necessary by Partnership HealthPlan of California MOU with the County.
 - c. Contractor shall collaborate with County to ensure HHIP grant funding will be fully expended by the deadline. At County's request, Contractor shall submit an expenditure plan that outlines its projections to expend HHIP grant funding.
 - d. The final report shall be due by April 30, 2026.

Submit the Quarterly Contract Utilization Report electronically via email to: Kerrie.Covert@yolocounty.org

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B. Other Annual Reports (if applicable)

1. Equipment Report (See Section IX., below)

Due date: July 31, following the completion of a fiscal year

2. Certified Audited Financial Reports (See Section V., below)

Due date: July 31 of the following year, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within forty-five (45) days of the expiration or termination.

All annual reports shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Fiscal

V. AUDITS

A. Contractor shall allow County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by Contractor and its subcontractors pertaining to such services at any time.

B. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for ten (10) years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III(A) of this Exhibit.)

C. Any failure or refusal by Contractor to permit access to records by County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

D. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (see, Government Code § 8546.7).

E. If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the

certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

F. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

G. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

VI. PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable federal, state and county laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, state and/or federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, state and/or federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

VII. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

E. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

VIII. CONFIDENTIALITY, PRIVACY AND SECURITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

- 1.** all applicable laws and regulations regarding the confidentiality of client information, including but not limited to California Welfare and Institutions Code sections 5328 et. seq., 10850, and 14100 et. seq., United States Code Title 42, section 1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, Code of Federal Regulations, Title 45, Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, United States Code, Title 42 section 290dd-2 and Code of Federal Regulations, Title 42, Part 2 (“Part 2 Regulations”); and California Health and Safety Code section 11845.5; and
- 2.** any additional laws and regulations pertaining to confidentiality of client information that the County, or authorized state and/or federal government shall so specify; and
- 3.** the privacy and security requirements of Exhibit E attached hereto.

B. The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of County’s clients and program administration.

C. County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. The Contractor and County agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

D. In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify the Director immediately by telephone at (530) 661-2945, or by email at Nolan.Sullivan@yolocounty.org.

IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County, and Contractor agrees to deliver and assign the foregoing to County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

B. 1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor

to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

3. Annually, Contractor shall submit to County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

XI. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the Parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State and the United States appropriating and approving sufficient funds for the activities required of Contractor pursuant to this Agreement. If County's adopted budget and/or its receipts from the State and the United States do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor, in which event County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant this Agreement. If County terminates the Agreement pursuant to this subparagraph, County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

C. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

D. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by County shall remain the sole and exclusive property of the Contractor.

E. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by County without the express written permission of the Director.

XII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XIV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor,

any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. **Professional Liability (Errors and Omissions)** (If applicable, see below)

2. Minimum Limits (as applicable) – Insurance coverage shall be with limits not less than the following:

a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage

c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).

d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall

be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. Additional Insured Status – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. Waiver of Subrogation – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations)).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVI. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

XVII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Yolo Community Care Continuum P.O. Box 1101 Davis, CA 95617 Amber Salazar, Executive Director	County: Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Nolan Sullivan, Director
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B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: asalazar@y3c.org	County: Contracts Unit: HHSAContracts@yolocounty.org Contract Administrator: Kerrie.Covert@yolocounty.org
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C. Any party may change the address or email address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the Parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the Parties hereto that neither Contractor nor Contractor’s assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any federal or state government program(s).

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any federal or state government program(s) within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than annually.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, state or federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any federal or state government program(s). Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any federal or state government program(s).

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any federal or state government program(s).

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any federal or state government program(s).

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

XXI. FALSE CLAIMS

A. Contractor acknowledges that the California False Claims Act (Cal. Gov’t Code §§ 12650 et. seq.) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Agreement.

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXII. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give

any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the Parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXIV. AMENDMENT

This Agreement may be amended only by written instrument signed by County and Contractor; provided, however, that County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations set forth in the PHC MOU, including any applicable regulations or sub-regulatory guidance; or to reflect any changes to same. See, Section IV. of the Agreement regarding specific amendment authority and County authority to exercise optional extensions.

XXV. WAIVER

The waiver by County or any of its officers, agents, or employees, or the failure of County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

XXVII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

EXHIBIT D – CONTRACT BUDGET

Yolo Community Care Continuum		
Housing and Homelessness Incentive Program Services		
	Cost Items	Fiscal Year 2023-24 February 20, 2024 – June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$37,080.76
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$5,562.11
2	Operating	\$24,554.00
3	Direct to Clients	\$0
4	Total	\$67,196.87

Yolo Community Care Continuum		
Housing and Homelessness Incentive Program Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 – June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$150,222.17
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$22,533.32
2	Operating	\$99,574.00
3	Direct to Clients	\$0
4	Total	\$272,329.49

Yolo Community Care Continuum		
Housing and Homelessness Incentive Program Services		
	Cost Items	Fiscal Year 2025-26 July 1, 2025 – March 31, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$116,939.95
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$17,540.99
2	Operating	\$77,731.00
3	Direct to Clients	\$0
4	Total	\$212,211.94

**EXHIBIT E – HIPAA COMPLIANCE &
BUSINESS ASSOCIATE & QUALIFIED SERVICE ORGANIZATION AGREEMENT
ADDENDUM**

- I. County and Contractor intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the Code of Federal Regulations (“CFR”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code section 290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”), and any other applicable laws.
- II. Contractor has reviewed the Yolo County Health and Human Services Agency (“HHSA”) Behavioral Health Compliance Plan available to Contractor at the following website address: <https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management>
- III. In order to be in compliance with the aforementioned laws and regulations, Contractor and County hereby enter into this Business Associate & Qualified Service Organization Agreement Addendum with is attached to and incorporated into the Agreement.

BUSINESS ASSOCIATE & QUALIFIED SERVICE ORGANIZATION AGREEMENT ADDENDUM

RECITALS

- A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws, including the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, 42 USC section 290dd-2 and 42 CFR Part 2.
- B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 CFR Parts 160 and 164 and 42 CFR Part 2.
 - (a) Business Associate. “Business Associate” shall mean the party with whom the County of Yolo (“the County”) is contracting or Contractor, as referenced above. If applicable, Business Associate may also be a Qualified Service Organization (QSO) as defined by 42 CFR Part 2 sections 2.11 and 2.12.
 - (b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement between the County and the Business Associate, to which this Addendum is attached and incorporated.
 - (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and security of 45 CFR, Parts 160 and 164. If applicable, Covered Entity may also be a “federally assisted Part 2 program” as defined by 42 CFR Part 2 sections 2.11 and 2.12.
 - (d) Protected Health Information. “Protected Health Information” shall have the same meaning as defined in 45 CFR Parts 160 and 164.
 - (e) Patient Identifying Information. “Patient identifying information” shall have the same meaning as defined in 42 CFR Part 2 section 2.11.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the Parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement Contractor will provide the services delineated in Exhibit A, Scope of Services of the Underlying Agreement as specifically requested by the County that may involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.

2. Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose PHI or EPHI, other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

(i) Herbert Lester, County's Risk Manager/Safety Officer at herbert.lester@yolocounty.org, and

(ii) Lee Gerney, County's Information Security Officer/Chief Technology Officer at lee.gerney@yolocounty.org, and

(iii) Charles Egbert, County's HHS Privacy Officer at charles.egbert@yolocounty.org, and

(iv) Katherine Barrett, County's HHS Behavioral Health Compliance Officer at HHSA.BHCompliance@yolocounty.org.

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

- (e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR section 164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to 45 CFR section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR section 164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR section 164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify Yolo County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(p) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits PHI or EPHI that is patient identifying

information protected by 42 USC section 290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”) Business Associate acknowledges and agrees that:

- (i) that it is a QSO as defined by 42 CFR Part 2 sections 2.11 and 2.12;
- (ii) in receiving, storing, processing or otherwise dealing with any such patient records, Business Associate is fully bound by the Part 2 Regulations and Business Associate shall comply in full with those requirements, including the prohibition against redisclosure;
- (iii) Business Associate will resist, in judicial proceedings or otherwise, any efforts to obtain access to patient records, except as permitted by the Part 2 regulations; and
- (iv) any unauthorized disclosure/redisclosure or use of information under the Part 2 regulations is a federal criminal offense.

3. Obligations of Covered Entity.

Covered Entity shall:

- (a) Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR section 164.520, to the extent that such limitation(s) may affect Business Associate’s use or disclosure of PHI and EPHI.
- (b) Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI and EPHI.
- (c) Notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.
- (d) Not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Yolo’s knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.
- (c) Effect of Termination.
 - (i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of

Business Associate. Business Associate shall retain no copies of said PHI and EPHI. Business Associate shall not destroy any PHI or EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity without the express written approval of Covered Entity.

(ii) In the event that Business Associate determines that returning the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make its return infeasible. Upon the agreement of Covered Entity that return is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI and EPHI, or until Covered Entity authorizes its destruction.

5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with of HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the Parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

EXHIBIT F – PERFORMANCE MEASURES

Haven House	Yolo Community Care Continuum	Amber Salazar Executive Director
Program Purpose	To provide four (4) medical respite/recuperative care beds to clients experiencing homelessness and require monitoring of a medical or behavioral health condition	
Program Information	Haven House provides recuperative care/medical respite services to individuals who are experiencing homelessness or are at risk of homelessness by providing interim housing and monitoring of an individual’s ongoing medical or behavioral health condition	
PM1: How much did we do?		
1.1	# of people referred to Haven House	
1.2	Total # of clients served Demographic Info: <ul style="list-style-type: none"> • Race/Ethnicity of individuals served, including provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness • Age/DOB • Income • SOGI • Employment Status • Education • Client’s City of Residence 	
1.3	# of clients assisted with: <ul style="list-style-type: none"> • CalFresh • Medi-Cal • IHSS • APS • Housing navigation services • CalWORKs • SSI/SSP 	
1.4	# of clients enrolled in: <ul style="list-style-type: none"> • CalFresh • Medi-Cal • IHSS • APS • Housing navigation services • CalWORKs • SSI/SSP 	
1.5	# of clients assisted transportation to health or behavior health appointment	
1.6	# of clients put in contact with a significant support person	
PM2: How well did we do it?		
2.1	% of unique clients served (PM 1.2/1.1)	
2.2	% of clients enrolled in (PM 1.5/1.2): <ul style="list-style-type: none"> • CalFresh • Medi-Cal 	

	<ul style="list-style-type: none"> • IHSS • APS • Housing navigation services • CalWORKs • SSI/SSP
PM3: Is anyone better off?	
3.1	# & % of individuals who exited permanent housing
3.2	# & % of clients that exited to emergency shelter
3.3	# & % of individuals who exited to transitional housing
3.4	# & % of individuals who exited to permanent housing with a significant support person
3.5	# & % of individuals who exited to a place not meant for habitation

A. Contractor shall track, maintain, and report data regarding the performance measures described above. Contractor shall report the data to the County in the format specified by the County on the following quarterly schedule:

- Quarter 1: July, August, September – report due Oct. 30th
- Quarter 2: October, November, December – report due Jan. 31st
- Quarter 3: January, February, March – report due April 30th
- Quarter 4: April, May, June – report due July 31st

B. Contractor shall submit the Performance Measures electronically via email to: GCOunit@yolocounty.org and Kerrie.Covert@yolocounty.org

EXHIBIT G – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D.** The provisions of this **Exhibit G** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT H – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS
CONFIDENTIALITY CERTIFICATION FORM**

I hereby acknowledge, by my signature below, that:

I understand the County of Yolo via its Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

I understand if in the course of the provision of services under the Agreement between Yolo Community Care Continuum and the County of Yolo for recuperative care and/or medical respite services for individuals who are experiencing homelessness and/or are at risk of homelessness and are experiencing a health or behavioral health need (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA.

I understand my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

I understand confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

I understand I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

I understand County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

I understand it would be illegal for me to access computerized client or employee information without authorization of the County.

I understand unauthorized access or disclosure of client information, or any other confidential or proprietary information from the County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Yolo Community Care Continuum and the County, and may be punishable as a misdemeanor crime.

I understand this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Yolo Community Care Continuum.

Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer

(Print) _____ Title _____

Signature _____ Date: _____

[End]



**HOUSING AND HOMELESSNESS INCENTIVE PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN
YOLO COUNTY
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (the “MOU”) is made and entered into by Partnership HealthPlan of California (“PHC”, “The Plan”), a public entity contracted with the Department of Health Care Services (“DHCS”), and Yolo County, (“County”), also hereunder known as (“Party”, “Parties”). This MOU is effective the last date of signature and will expire on December 31, 2027.

RECITALS/BACKGROUND

PHC is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in fourteen counties in Northern California, under a County Organized Health System model.

WHEREAS, California submitted, and the federal government approved a Home and Community Based Services Plan to allow for a variety of programs, including the Housing and Homelessness Incentive Program (HHIP) intended to improve health outcomes and access to services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of the HHIP program are to reduce and prevent homelessness and to ensure that Medi-Cal managed care plans, including Partnership HealthPlan of California, develop the necessary capacity and partnerships to connect their members to needed housing services.

WHEREAS, the State has outlined county-specific allocations and target activities that must be collaboratively accomplished by the counties, local continuums of care, and Partnership HealthPlan of California to achieve these allocations.

WHEREAS, the county’s proposed spending plan has been approved by the Plan and reviewed by the appropriate continuum of care, and is consistent with the county’s and PHC’s collaborative approach to housing.

WHEREAS, the Plan is responsible for oversight and administration of payments to the county consistent with State guidance related to the HHIP Program.

WHEREAS, this MOU identifies each party’s responsibilities and obligations for the securing of the incentive grant funds to support the housing needs of PHC members.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties hereto as follows:

1. COUNTY’S OBLIGATIONS

A. The parties acknowledge the need to collaborate on the collection and reporting of data to secure

the incentive funds and support ongoing activities.

- B. County agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.
- C. County agrees to provide the services and documentation outlined in Attachment A, Scope of Work and Attachment B, Payment Schedule/Deliverables.
- D. It is a requirement that the County contract with the Plan on the administration of activities associated with CalAIM, including full participation in the Enhanced Case Management benefit and Community Support services to the County's Plan members.
- E. County agrees to execute, or facilitate the execution of a data sharing agreement allowing for the sharing of information from the Housing Management Information System (HMIS) and other key housing related systems, potentially including the Coordinated Entry System.
- F. County acknowledges that the amount of funding available will be determined by the State, based upon the Plan's reporting of the activities and achievements that result from the collaboration outlined in this MOU. County agrees to propose budget adjustments if the State allocates less funding than what is anticipated in this MOU.

G. Use of Funding

- i. The use of these funds shall not supplant existing funding and shall be applied in conjunction with the relevant activities funded through CalAIM and the associated Community Supports program.
- ii. The county shall document and submit to the Plan, in a form and manner determined by the Plan, those project activities have been carried out and milestones that have been achieved.
- iii. To the extent the county does not or is unable to carry out project activities and achieve milestones, the provider shall notify the plan and return any funds that the provider may have received related to those project activities or milestones.

2. HEALTHPLAN'S OBLIGATION

- A. PHC agrees to provide the Plan data and activities necessary to achieve the incentive funds.
- B. The plan will report to DHCS on the project status as required by the HHIP program.
- C. PHC acknowledges that the amount of funding available will be determined by the State, based upon the Plan's reporting of the activities and achievements that result from the collaboration outlined in this MOU. PHC agrees to work collaboratively with the county on any budget

adjustments needed because of State allocations that are less than what is anticipated in this MOU.

3. **PAYMENT**

- A. PHC will provide grant payments according to the schedule and amounts listed in Attachment B, Payment Schedule, contingent on receipt of State funding. If the terms and conditions set forth in Attachment C are not met, PHC reserves the right to withhold any further payments, to recoup unspent funds, and the right to move to terminate this MOU.

4. **TERM AND TERMINATION**

- A. The effective date of this MOU is the last date of signature and will remain in force up to December 31, 2027.
- B. This MOU, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this MOU may be amended only by both Parties' agreement in writing, and executed by a duly authorized person of each Party.
- C. The terms of this MOU are contingent upon HHIP Incentive Program application approval, the availability of sufficient HHIP funding, and all necessary state/federal approvals. Should sufficient funds not be allocated, services may be modified accordingly, or this MOU can be terminated by any party after giving 30 days advance written notice.
- D. Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days' notice of the failure, if the obligation is still not met at that time.
- E. Provider in Good Standing. PHC provides a variety of support initiatives, including this HHIP grant to local providers in good standing. Local providers in good standing, including counties, are those not pursuing any litigation or arbitration against PHC at the time of program application or at the time additional funds may be payable, and has demonstrated the intent, in PHC's sole determination, to continue to work with PHC on addressing community and member issues. Additionally, at the direction of the Chief Executive Officer or designee, PHC may determine that a provider is not in good standing based on relevant quality, payment or other business concerns. PHC, has the sole authority to determine if a Provider is in good standing. Upon termination of the MOU, the Provider will reimburse PHC for any funds not expended by it on the project by the termination date. At the date of termination, PHC will cease to be liable to the Provider for any grant funds committed pursuant to this MOU.

5. **SCOPE**

- A. The provider is responsible for the implementation of and compliance with the project(s), as set forth in their HHIP program summary, which is attached as Attachment C and incorporated here by reference, including reporting to the plan on the achievement of milestones and objectives consistent with the terms of the HHIP application. The provider shall promptly notify the plan of

any material change in information submitted in support of the project(s) or the HHIP application.

6. **CORRECTIVE ACTION**

- A. In recognition of the need for project flexibility, the plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the provider's compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications may be subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this MOU consistent with Section 4 (Term and Termination). In the event of project termination, the provider shall return funds as directed by the plan.

7. **OTHER PROVISIONS**

- A. **MOU Monitoring.** The plan and provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of parties' responsibilities related to this MOU.
- B. **Dispute Resolution.** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Any unresolved dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in County of Solano and by a single arbitrator knowledgeable in health care administration. This provision shall survive the termination of this Agreement.
- C. **Non-Discrimination.** Provider and its subcontractors shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under State and federal law. Provider and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- D. **Compliance with Law.** Provider agrees to comply with all federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State, or locally, to assure quality of service. Provider agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.
- E. **Audit.** PHC reserves the right to audit data submissions prior to payment. Upon request, Provider agrees to provide copies of the supporting documentation based on the obligations of this MOU.

- F. **Liability:** Provider indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Provider related to the services funded under this MOU.
- G. **Counterparts.** This MOU may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date written above:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

By: DocuSigned by:
Elizabeth Gibboney
29EAAPFBAC054B2...

Name: Elizabeth Gibboney

Title: CEO

Address: 4665 Business Center Dr.

Fairfield, CA 94534

Email: egibboney@partnershiphp.org

Date: 2/21/2023

YOLO COUNTY

By: Oscar E. Villegas

Name: Oscar Villegas

Title: Chair

Address: 137 N. Cottonwood St.

Woodland, CA 95695

Email: HHSAContracts@yolocounty.org

Date: January 24, 2023

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

ATTACHMENT A SCOPE OF WORK

County agrees to administer the services detailed in Attachment C, in a manner consistent with the HHIP program guidance:

- To prevent or address the needs of persons experiencing homelessness
- To facilitate the reduction/elimination of homelessness by addressing the needs of those experiencing homelessness and linking them to housing services
- To work collaboratively with Partnership HealthPlan and other key partners including:
 - Working to ensure that PHC members are linked to health care and housing services
 - Helping to strengthen data collection and data sharing to better inform collective housing efforts
 - Seeking to achieve the targets and goals established in the HHIP program.

County agrees to report to PHC on its efforts on a template to be provided by PHC and according to the following tentative* timeline:

- Data and associated deliverables (such as letters of support) that will be specified by DHCS and needed for the March 10, 2023 submission to DHCS due to PHC no later than February 1, 2023;
- Data and associated deliverables (such as letters of support) that will be specified by DHCS and needed for the December 29, 2023 submission to DHCS due to PHC no later than December 1, 2023;
- Quarterly summaries of HHIP activities due by the end of the first month following the quarter:
 - By January 31, 2023, for the October 1 through December 31, 2022 period
 - By April 30, 2023 for the January 1 through March 31, 2023 period
 - By July 31, 2023 for the April 1 through June 30, 2023 period
 - By October 31, 2023 for the July 1 through September 30, 2023 period
 - By January 31, 2024, for the October 1 through December 31, 2023 period
 - By April 30, 2024 for the January 1 through March 31, 2023 period
 - By July 31, 2024 for the April 1 through June 30, 2024 period
 - And on a quarterly basis until the HHIP funding has been exhausted.

*This timeline is subject to change based upon future DHCS guidance and represents a “best guess” of the reporting expectations. Counties will be given as much notice as possible if reporting needs change because of DHCS guidance or for any other reason.

ATTACHMENT B
PAYMENT SCHEDULE/DELIVERABLES

<i>*Payments will be earned based on successful achievement of the program measures, determined by DHCS. PHC will hold fixed 10% per payment per county. Contingency may be used for Street Medicine.</i>					
County	HHIP Program Year	Allocation*	Contingency (5%)	PHC Admin (5%)	Net Allocation Available*
Yolo	Year 1	\$ 3,151,880	\$ 157,594	\$ 157,594	\$ 2,836,692
	Year 2	\$ 3,852,298	\$ 192,615	\$ 192,615	\$ 3,467,068
	Total*	\$ 7,004,178	\$ 350,209	\$ 350,209	\$ 6,303,760

Disbursement and Amount*	Expected Date*	Deliverables
Payment 1 Up to 5% of Net Total Allocation ¹	October 2022	Completed Local Homelessness Plan (LHP)
Payment 2 Up to 10% of Net Total Allocations ²	December 2022	Completed budget plan as specified in Attachment C
Payment 3 Up to 35% of Net Total Allocation ³	April 2023	Completed data sharing agreement(s) governing housing data; report on measures as specified in Attachment A
Payment 4 Up to 50% of Net Total Allocation ⁴	May 2024	Report on measures as specified in Attachment A

*Disbursement amounts are dependent on DHCS' final approval of funding and will be calculated and paid once DHCS formally awards funds to PHC on expected date.

¹ PHC and County will be evaluated based on the quality of the LHP components submitted, including the Landscape Analysis, Funding Availability assessment, and MCP and County Strategies, as well as on the program measures. Each program measure will either be earned in full, or not earned.

² PHC and County will be eligible to earn incentive payments for successful completion and submission of the Investment Plan (IP), subject to acceptance of the IP by DHCS. The IP is worth up to 10% of each MCP's allocated earnable funds for HHIP overall. DHCS will evaluate the IP based on the MCP's demonstration of a meaningful investment strategy, including how adequately stated needs are addressed and how effectively funding is targeted, to support the achievement of program measures and goals.

³ Payments subject to DHCS' acceptance of PHC's Submission 1 and the County's and PHC's performance on applicable measures.

⁴ Payments subject to DHCS' acceptance of PHC's Submission 2 and the County's and PHC's performance on applicable measures.

ATTACHMENT C

Summary of Proposed Use of Funds

The attached summary shall guide the use of HHIP funds administered by County. The parties acknowledge that, over time, there may need to be changes in the allocations, timing or manner of the use of these funds. These changes shall be the subject of collaborative discussions among the parties and adopted by mutual agreement.

Housing and Homelessness Incentive Program (HHIP)			
Total Budget			
County:	Yolo		
Expected Allocation:	\$6,303,760		
Remaining Allocation:	\$0		
Use Category*	Amount	How will funds be allocated among providers (e.g., RFP, existing provider contracts, etc.)	HHIP Measure associated with this use of Funds
Rapid Rehousing	\$ 274,319	Funds will be allocated through a local competitive selection process TBD by County Procurement	<p>HHAP Activity: Rapid Rehousing'- Reduce the number of persons experiencing homelessness -Increase the number of people exiting homelessness into permanent housing - Reduce the length of time persons remain homeless - Reduce the number of persons who return to homelessness after exiting into permanent housing -Focused on equity goals to underserved populations and populations disproportionately impacted by homelessness</p> <p>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 which the MCP has a data sharing agreement that allows for timely exchange of information and member matching 3.1 Percent of MCP Members screened for homelessness/risk of homelessness 3.4 MCP members in the ECM Population of Focus (PoF) "Individuals and Families Experiencing Homelessness receiving at least one housing-related Community Supports, including: 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 3.5 MCP Members who were successfully housed</p>

<p>Street Outreach</p>	<p>\$ 1,165,224</p>	<p>County HSA staff time for case management and supervisory positions</p>	<p>1.3 Outreach and engagement efforts and approach to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members who are experiencing homelessness</p> <p>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 which the MCP has a data sharing agreement that allows for timely exchange of information and member matching</p> <p>3.1 Percent of MCP Members screened for homelessness/risk of homelessness</p> <p>3.4 MCP members in the ECM Population of Focus (PoF) "Individuals and Families Experiencing Homelessness receiving at least one housing-related Community Supports, including:</p> <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 <p>3.5 MCP Members who were successfully housed</p> <p>3.6 MCP Members who remained successfully housed</p>	<p>HHAP activity: Street Outreach</p> <ul style="list-style-type: none"> - Reduce the number of persons experiencing homelessness - Reduce the number of persons who become homeless for the first time - Increase the number of people exiting homelessness into permanent housing - Reduce the length of time persons remain homeless - Reduce the number of persons who return to homelessness after exiting into permanent housing - increase successful placements from street outreach - Focused on equity goals to underserved populations and populations disproportionately impacted by homelessness
<p>Services Coordination</p>	<p>\$ -</p>	<p></p>		

<p>HHAP activity: Delivery of Permanent Housing</p> <ul style="list-style-type: none"> - Reduce the number of persons experiencing homelessness - Reduce the number of persons who become homeless for the first time - Increase the number of people exiting homelessness into permanent housing - Reduce the length of time persons remain homeless - Reduce the number of persons who return to homelessness after exiting into permanent housing - Increase successful placements from street outreach - Focused on equity goals to underserved populations and populations disproportionately impacted by homelessness 	<p>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 which the MCP has a data sharing agreement that allows for timely exchange of information and member matching</p> <p>3.1 Percent of MCP Members screened for homelessness/risk of homelessness</p> <p>3.4 MCP members in the ECM Population of Focus (PoF) "Individuals and Families Experiencing Homelessness receiving at least one housing-related Community Supports, including:</p> <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 <p>3.5 MCP Members who were successfully housed</p> <p>3.6 MCP Members who remained successfully housed</p>			
<p>Delivery of Permanent Housing:</p>	<p>Funds will be allocated through a local d</p>	<p>\$ 3,285,880</p>		
<p>▪ Capital construction</p>		<p>\$ -</p>		
<p>- Building/space lease or purchase</p>		<p>\$ -</p>		
<p>- Other</p>		<p>\$ -</p>		

<p>HHAP activity: Prevention & shelter diversion</p> <ul style="list-style-type: none"> - Reduce the number of persons experiencing homelessness - Reduce the number of persons who become homeless for the first time - Increase the number of people exiting homelessness into permanent housing - Reduce the length of time persons remain homeless - Reduce the number of persons who return to homelessness after exiting into permanent housing - Increase successful placements from street outreach - Focused on equity goals to underserved populations and populations disproportionately impacted by homelessness 		<p>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 which the MCP has a data sharing agreement that allows for timely exchange of information and member matching</p> <p>3.1 Percent of MCP Members screened for homelessness/risk of homelessness</p> <p>3.4 MCP members in the ECM Population of Focus (PoF) "Individuals and Families Experiencing Homelessness receiving at least one housing-related Community Supports, including:</p> <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 <p>3.5 MCP Members who were successfully housed</p> <p>3.6 MCP Members who remained successfully housed</p>													
<p>Prevention and Shelter Diversion</p>	<p>\$ 274,000</p>	<p>Funds will be allocated through a local competitive selection process TBD by County Procurement</p>													
<p>Interim Sheltering</p>	<p>\$ -</p>														
<p>Shelter Improvements (specify type; e.g., capital, staffing, etc.)</p>	<p>\$ -</p>														
<p>Administrative (limit of 15%)</p>	<p>\$ 945,564</p>	<p>County HHSA staff time for overseeing and implementing HHP</p>													
<p>Data infrastructure/systems improvement</p>	<p>\$ 358,773</p>	<p>HMS Sac Steps Forward Contract, County IT Support for Data Dashboards</p>													
<p>Other (specify)</p>	<p>\$ -</p>														
<p>TOTAL</p>	<p>\$ 6,303,760</p>														

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of the last date of signature (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and YOLO COUNTY (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and YOLO COUNTY may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective the last date of signature (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”), and other applicable State and federal laws, including but not limited to, the California Confidentiality of Medical Information Act (“CMIA”), California Health and Safety Code §1280.15, the Information Practices Act located at California Civil Code § 1798.82 et seq., Confidentiality of Alcohol and Drug Abuse Patient Records located at 42 CFR Part 2, California Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5 as amended from time to time (collectively referred to as the “Privacy Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

WHEREAS, Covered Entity has a Medi-Cal contract (“Medi-Cal Contract”) with the California Department of Health Care Services (“DHCS”), pursuant to which Covered Entity provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to fulfill Covered Entity’s obligations under the Medi-Cal Contract. As a subcontractor of Covered Entity, Business Associate will be assisting in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to help fulfill Covered Entity’s obligations under the Medi-Cal Contract and its own obligations under the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean YOLO COUNTY.

- 2.2 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and HITECH.
- 2.4 “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI or other confidential information other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels;
- 3.4 Identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C;
- 3.5 Shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework;
- 3.6 Apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used;
- 3.7 Employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information;
- 3.8 Immediately report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of PHI or confidential information which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI or potential loss of confidential information within 24 hours to the Plan. Business

Associate shall immediately investigate any suspected Security Incident or Breach. Business Associate shall provide Covered Entity with all requested information so Covered Entity may comply with its reporting obligations to DHCS per the Medi-Cal Contract and all required Breach notifications. Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to Business Associate of such Breach or Security Incident of PHI or other confidential information in violation of this BAA. Business Associate shall indemnify Covered Entity against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;

- 3.9 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents, vendors, or others that create, receive, maintain, or transmit PHI and/or confidential information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.10 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.11 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.12 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;
- 3.13 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.14 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.15 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.16 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);
- 3.17 Make its internal practices, books, and records available to Covered Entity, the Secretary, and DHCS upon reasonable request for purposes of determining compliance with the HIPAA Rules. Make its facilities and systems available to DHCS to monitor compliance with the Medi-Cal Contract;

- 3.18 Ensure that all members of its Workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The confidentiality statement must be renewed annually;
- 3.19 Agree to comply with DHCS's monitoring provisions contained in the Medi-Cal Contract;
- 3.20 Agree to comply with the more protective of the privacy and security standards defined herein as Privacy Rules. Therefore, to the extent other applicable state laws or federal laws provide a greater degree of protection and security than HIPAA or are more favorable to the individuals whose information is concerned, Business Associate shall comply with the more protective applicable privacy and security standards. Business Associate shall treat any violation of the more protective standards as a Breach or Security Incident pursuant to Section 3.8 herein;
- 3.21 In the event Business Associate received data from Covered Entity that was verified by or provided by Social Security Administration ("SSA") and is subject to an agreement between DHCS and SSA, upon request, Business Associate shall provide Covered Entity with a list of all employees and agents who have access to such data, including employees and agents of its agents, so that Covered Entity can submit this list to DHCS. Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data;
- 3.22 Shall promptly report to Covered Entity if Business Associate is the subject of any audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement, so Covered Entity can report this information to DHCS per the Medi-Cal Contract;
- 3.23 Shall promptly report to Covered Entity if Business Associate is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall report this to Covered Entity unless it is legally prohibited from doing so. Covered Entity is then required to report this information to DHCS per the Medi-Cal Contract; and
- 3.24 Shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings commenced against DHCS or Covered Entity, or their directors, officers or employees.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI, inclusive of de-identified data derived from such PHI, as necessary to perform the functions, activities, Services set forth in the Agreement, provided that such use and disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.

- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.7 Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of the last date of signature and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.

- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
- 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
 - 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
- 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate shall notify Covered Entity. Covered Entity is then required to notify DHCS and DHCS may require additional terms and conditions under which Business Associate may retain the PHI and Business Associate shall agree to such terms;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
 - 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS


- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

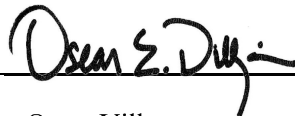
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any provision of this BAA which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this BAA shall be effective on the effective date of the laws necessitating it, and shall be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA "PHC"**

YOLO COUNTY

DocuSigned by:

 By: _____
29EAAAEFBAC654B2
 Name: Elizabeth Gibboney
 Title: CEO
 Date: 2/21/2023


 By: _____
 Name: Oscar Villegas
 Title: Chair
 Date: 1/24/2023