

AGREEMENT
(BOS AGREEMENT NO. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”) and City of West Sacramento, a municipal corporation authorized to do business in the State of California, (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, the County desires to provide a temporary emergency/interim housing program for homeless individuals who have behavioral health needs and/or substance use disorders through the Behavioral Health Bridge Housing (“BHBH”) Program; and

WHEREAS, on or about June 23, 2023, the California Department of Health Care Services (“DHCS”) awarded funding to County to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (“SMI”) and/or substance use disorder (“SUD”); and

WHEREAS, this Agreement will be funded through DHCS’s BHBH Program and neither DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement; the funds will be administered by Advocates for Human Potential, Inc.; and

WHEREAS, on or about October 3, 2023, County entered into an agreement with Advocates for Human Potential, Inc. to serve as the administrative entity supporting County’s implementation of the BHBH Program (Subcontract ID No. 20456-CA BHBH-bhbh_633_bhbh_yolo_county, hereinafter referred to as “State Contract”), which is attached hereto as Attachment I; and

WHEREAS, the State Contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract 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>.

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

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BOS No.
 Infor Contract No. 5400
 Cobblestone ID 1916

NOW, THEREFORE, County and Contractor agree as follows:

I. TERM

A. The term of this Agreement shall be **July 1, 2024 through June 30, 2027**, unless sooner terminated as provided in this Agreement.

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 in a manner satisfactory to the Director.

B. Contractor shall comply with the applicable provisions of any regulatory or sub-regulatory guidance issued by the County, or authorized federal and state government agencies as incorporated herein as if fully set forth in this place, including those found in the State Contract.

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 here:

<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. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2027** shall be no greater than **TWO MILLION SIX HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$2,697,200)** specified as follows:

Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026	Fiscal Year 2026-27 July 1, 2026 through June 30, 2027	Total
\$672,000*	\$1,089,000*	\$936,200	\$2,697,200

*Any unspent funding in a fiscal year may be rolled over into future fiscal years including any option years.

C. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

BOS No.
Infor Contract No. 5400
Cobblestone ID 1916

IV. AMENDMENT AUTHORITY

A. County Procurement Manager’s Authority: The Yolo County Deputy Director/Manager of Procurement (“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. The Yolo County Procurement Manager may also issue termination notices in conformance with Section XI. of Exhibit C to this Agreement.

B. 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
- Exhibit F – Performance Measures
- Exhibit G – Contractor Confidentiality Certification
- Exhibit H – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form

C. County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachment(s). 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.

D. 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.

[Signatures Follow]

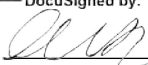
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BOS No.
Infor Contract No. 5400
Cobblestone ID 1916

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last set forth below. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by DocuSign, PDF, or email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:

Amanda Berlin, Assistant City Manager
City of West Sacramento

Lucas Frerichs, Chair
Board of Supervisors

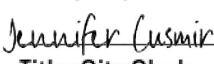
Date: 5/20/2024 | 9:38:51 AM PDT

Date: _____

ATTEST:


Nolan Sullivan Digitally signed by Nolan Sullivan
Date: 2024.05.21 09:03:59 -07'00'

Nolan Sullivan, Director
Health and Human Services Agency

DocuSigned by:

Jennifer Cusmir
Title: City Clerk

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

APPROVED AS TO FORM:

DocuSigned by:

Phillip J. Pogledich
Title: City Attorney

By: _____
Deputy (Seal)

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

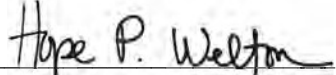
By: 
Hope P. Welton, Senior Deputy

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 either or both of the following location(s):

Pick Wick Motel: 1809 West Capitol Ave, West Sacramento, CA 95691

El Tejon Motel: 1821 West Capitol Ave, West Sacramento, CA 95691

II. PURPOSE

The purpose of this program is to expand Contractor's temporary emergency/interim housing program for homeless individuals who have behavioral health needs and/or substance use disorders, by adding thirty-one (31) beds at one (1) and/or two (2) locations.

III. TARGET POPULATION

Unhoused adult individuals with serious behavioral health and/or substance use disorder needs, primarily from West Sacramento and Yolo County.

IV. SERVICES

Contractor shall add thirty-one (31) beds at one (1) and/or two (2) motel sites that will serve homeless individuals with serious behavioral health and/or substance use disorder needs. Services that will be provided will include:

A. Case Management: Contractor shall provide low intensity case management services aimed at stabilization, including development of a case plan to obtain permanent housing, which may include the following components:

1. Procure ID documents necessary to obtain permanent housing;
2. Identify participant's income needs and strategies to obtain or increase income;
3. Housing navigation needs;
4. Identify crisis intervention needs; and
5. Medication plan if the participant has been prescribed proper medication by the medical practitioner.

B. Housing Navigation Services: Contractor shall provide the following:

1. Refer participants to Yolo County Housing Authority;
2. Place participants on the Yolo County Homeless and Housing community queue and attend monthly case conferences;
3. Assist clients in locating housing;
4. Assist clients with housing applications; and
5. Connect participants to resources for security deposits and first month's rent.

C. Peer Support Services: Contractor shall provide the following:

1. Build rapport with participants;

EXHIBIT A – SCOPE OF SERVICES

2. Ensure site is safe and secure; and
3. Ensure participants have access to supplemental care through community partners.

D. Employment Assistance: Contractor shall provide the following:

1. Submit referrals to Downtown Streets Team;
2. Submit referrals to The Department of Vocational Rehab; and
3. Submit referrals to other employment-based agencies as needed for participants expressing interest in employment assistance.

E. Transportation assistance: Contractor will not transport clients, but will provide ride sharing services as needed for those seeking appointments through organizations such as Via and Uber.

F. Contractor shall provide the following group and individual activities that promote a sense of purpose and community participation:

1. Monthly Volunteer Days that will be held to clean and beautify the property, incentivized by lunch for participants.
2. Periodic Town Hall Meetings will be held to engage the community.

G. Contractor shall be aware of and sensitive to all client’s cultural backgrounds in all case interventions and will make accommodations where necessary.

H. Wellness Checks and Engagement Activities: Contractor shall provide weekly check-ins conducted with each client by property manager or other staff.

I. Behavioral Health Services: Contractor shall refer any behavioral health needs clients to Yolo County Access Line to provide Behavioral Health services.

V. REQUIREMENTS

- A.** Prospective clients must be experiencing homelessness and who have serious behavioral health and/or substance use disorder needs.
- B.** Contractor shall enter clients and all services received into the Homeless Management Information System (HMIS).
- C.** 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.
- D.** 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 BHBH 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.
- E.** Contractor shall comply with all terms and conditions of this Agreement and State Contract, including special conditions set forth in the State Contract. (See, Attachment I)
- F.** Contractor shall adhere to the requirements set by the County’s BHBH Policies and Procedures (see, Attachment II) and shall document the following Participant and Program Eligibility Criteria:
 1. Homeless with Serious Behavioral Health Conditions (pgs. 3-4 of Attachment II)

EXHIBIT A – SCOPE OF SERVICES

- 2.** Verification Protocols (pgs. 4-8 of Attachment II)
- 3.** Eligible Cost and Activities (pgs. 8-10 of Attachment II)
- 4.** Service Standards (pgs. 10-12 of Attachment II)
- 5.** Shelter & Interim Housing Requirements (pgs. 12-13 of Attachment II)
- 6.** Rental Assistance Requirements (pgs. 13-14 of Attachment II)
- 7.** Conflicts Of Interest (pg. 15 of Attachment II)
- 8.** Compliance with HUD Data Standards: Data collection in the HMIS; Data Completeness; Data Timeliness; Data Accuracy; and Data Consistency (pgs. 15-16 of Attachment II)
- 9.** Consent for Entry of Personally Identifying Information (pgs. 16-18 of Attachment II)
- 10.** Accounting Records and Retention Requirements (pgs. 18-19 of Attachment II)

EXHIBIT B – TERMS OF PAYMENT

I. METHOD OF PAYMENT

- A.** Contractor shall submit a claim/invoice for payment to County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- B. 1.** Claims/invoices for payment shall be submitted to the County in an electronic format on a form approved by the County. Any County required supporting documentation shall accompany the claim/invoice, including the documentation of Participant and Program Eligibility Criteria (see, Attachment II). If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.
- 2.** Claims/invoices shall be submitted to: HNSA.AccountsPayable@yolocounty.org and Kerrie.Covert@yolocounty.org
- C.** 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.
- D.** 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.
- E. 1.** County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
- 2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the 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.
- 3.** 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.
- 4.** 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.
- F.** Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such

EXHIBIT B – TERMS OF PAYMENT

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.

G. 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.

H. Contractor shall hold harmless the State and clients in the event that the 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 the 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 the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The 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 three (3) 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. Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR section 75.361.

b. 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 three years from the date of any resulting final settlement.

c. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-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 three-year period, whichever is later.

EXHIBIT C – TERMS AND CONDITIONS

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 BHBH funding (e.g., by creating appropriate BHBH-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 BHBH 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.

D. 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 records. All records shall be made available to the County in an electronic format readable by the County.

E. 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.

F. 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

EXHIBIT C – TERMS AND CONDITIONS

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. 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.
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 BHBH 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 services provided where BHBH funding is used;
 - ii. Specific uses and expenditures of any BHBH program funds broken out by eligible uses listed, including the current status of those funds; and
 - iii. Data on expenditures of BHBH funding including but not limited to obligated funds, expended funds, and other funds derived from BHBH funding.
 - iv. Any other metrics deemed appropriate or necessary by the State Contract.
 - c. Contractor shall collaborate with County to ensure BHBH 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 BHBH grant funding.
 - d. The final report shall be due by June 30, 2027.

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

B. Other Annual Reports

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

EXHIBIT C – TERMS AND CONDITIONS

provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 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 the 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 the 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 three (3) years from the term end date of this Agreement or in the event the 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 the 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 (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

EXHIBIT C – TERMS AND CONDITIONS

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 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).

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EXHIBIT C – TERMS AND CONDITIONS

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 Use Disorder Patient Records laws and regulations, United States Code, Title 42 section 290dd-2 and Code of Federal Regulations, Title 42, Part 2; 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 confidentiality requirements of Exhibit G and Exhibit H attached hereto; and
4. 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. 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 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 the County, and Contractor agrees to deliver and assign the foregoing to the 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 the 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.

EXHIBIT C – TERMS AND CONDITIONS

3. Annually, Contractor shall submit to the 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 the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the 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

EXHIBIT C – TERMS AND CONDITIONS

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 the 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 the 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

EXHIBIT C – TERMS AND CONDITIONS

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

During the term of this Agreement, the Parties shall be separately insured through the Yolo County Public Agency Risk Management Insurance Authority (“YCPARMIA”), a California public entity self-funded public liability coverage program. At least sixty (60) days written notice shall be provided to all Parties prior to a change in insurance coverage to allow for consideration of an amendment to this Agreement.

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 the 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 the 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:	County:
City of West Sacramento	Yolo County Health and Human Services Agency
1110 West Capitol Avenue, 3 rd Floor	137 N. Cottonwood Street
West Sacramento, CA 95691	Woodland, CA 95695
Raul Huerta, Housing Director	Nolan Sullivan, Director

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:	County:
raulh@cityofwestsacramento.org	Contracts Unit: HHSAContracts@yolocounty.org
	Contract Administrator: Kerrie.Covert@yolocounty.org

EXHIBIT C – TERMS AND CONDITIONS

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 the 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 the 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 the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the 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 the County in any capacity whatsoever as an agent or to bind the 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,

EXHIBIT C – TERMS AND CONDITIONS

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. The Contractor acknowledges that the California False Claims Act (Cal. Govt. Code §§ 12650 et. seq.) and the Federal False Claims Act (31 USC Chapter 38-Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

EXHIBIT C – TERMS AND CONDITIONS

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the 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 USC §§ 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 the 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 the 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 the 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 the 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 the County and Contractor; provided, however, that the 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 State Contract(s), 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 the County or any of its officers, agents, or employees, or the failure of the 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

EXHIBIT C – TERMS AND CONDITIONS

to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the 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.

XXVIII. DRUG-FREE WORKPLACE CERTIFICATION

A. Certification of Compliance: By signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of State of California, that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355, subdivision (a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees and subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. Contractor's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance program; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Ensure, as required by Government Code section 8355, subdivision (a)(3), that every employee that works under this Agreement will:
 - a. Receive a copy of Contractor's drug-free policy statement; and
 - b. Agree to abide by the terms of Contractor's condition of employment.

EXHIBIT D – CONTRACT BUDGET

City of West Sacramento		
Homeless Services via Behavioral Health Bridge Housing (BHBH) Program		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$292,000
3	Facility Improvements*	\$380,000*
4	Direct to Clients	\$0
7	Total	\$672,000

*This is a one-time facility improvement amount that must be used within one year of signed contract.

City of West Sacramento		
Homeless Services via Behavioral Health Bridge Housing (BHBH) Program		
	Cost Items	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$1,089,000
3	Direct to Clients	\$0
4	Total	\$1,089,000

City of West Sacramento		
Homeless Services via Behavioral Health Bridge Housing (BHBH) Program		
	Cost Items	Fiscal Year 2026-27 July 1, 2026 through June 30, 2027
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$936,200
3	Direct to Clients	\$0
6	Total	\$936,200

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.** 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:

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

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 HHS.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.

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

(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.

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

(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.

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

(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

Behavioral Health Bridge Housing (BHBH) Program		City of West Sacramento	Raul Huerta
Program Purpose	The purpose of this program is to expand the City of West Sacramento’s temporary emergency/interim housing program for homeless individuals who have behavioral health needs and/or substance use disorders, by adding thirty-one (31) beds at two locations.		
Program Information	Interim housing program (31 beds) for homeless individuals with serious behavioral health and/or substance use disorder needs.		
PM1: How much did we do?			
1.1	# Of Participants Served by BHBH Program Demographics: A. Age B. Client Identified Gender C. Race/Ethnicity D. Sexual Orientation E. Veterans served		
1.2	# Of Participants Served by BHBH program broken down by condition A. Substance Use Disorder B. Serious Mental Illness C. Co-Occurring Disorders D. Unconfirmed Diagnosis		
1.3	# Of Participants served under BHBH that referred under Community Assistance Recovery and Empowerment (CARE) program A. CARE Court: Total Number of Referral Received B. CARE Court: Total number of participants enrolled into BHBH program		
1.4	# Of Participants that received the following services broken down by type of service: A. Case Management B. Peer Services C. Employment Assistance D. Group and Individual Activities E. Culturally Specific Practices F. Wellness Check and Engagement Activities G. Behavioral Health Services Referral to Yolo County Access Line		
PM2: How well did we do it?			
2.1	% of BHBH participants that received a case plan		
2.2	% of BHBH participants that were referred to the Yolo County Access line		
2.3	% of BHBH participants that received employment assistance		
2.4	% of BHBH participants that received culturally specific services		
2.5	% of BHBH participants served that are in the overrepresented group in the homeless system of care		
PM3: Is anyone better off?			
3.1	# and % of participants that exit the BHBH Program to Permanent Housing		
3.2	# and % of participants that exit the BHBH Program to Homeless		
3.3	# and % of Participants that exit the BHBH Program to temporary housing		

EXHIBIT F – PERFORMANCE MEASURES

3.4	# and % of BHBH participants that self-report they have stabilized their behavioral health needs
3.5	# and % of participants that exited BHBH to “other” destinations (including unable to locate)

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: GCUnit@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 the 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 (“HHS”) 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 City of West Sacramento and the County of Yolo for the provision of a temporary emergency/interim housing program for homeless individuals who have behavioral health needs and/or substance use disorders through the Behavioral Health Bridge Housing (“BHBH”) Program (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHS office or receives (or previously received) services from HHS.

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 City of West Sacramento 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 City of West Sacramento.

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

(Print) _____ Title _____

Signature _____ Date: _____

[End]

Attachment I

**BOARD OF SUPERVISORS
Yolo County, California**

To: HHSA ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 23-105 Item No. 25, of the Board of Supervisors' meeting of November 7, 2023.

MOTION: Provenza. SECOND: Vixie Sandy. AYES: Frerichs, Vixie Sandy, Provenza, Barajas, Villegas.

25.

Approve and authorize the Yolo County Health and Human Services Agency Director, or designee, to sign agreement with Advocates for Human Potential in the amount of \$4,132,715 for the period of June 23, 2023 through June 30, 2027 for the provision of Behavioral Health Bridge Housing services. (No general fund impact) (Sullivan)

Took the following action on Consent:

- A. Approved and authorized the Yolo County Health and Human Services Agency Director, or designee, to sign agreement with Advocates for Human Potential **(Yolo County Agreement No. 23-291)** in the amount of \$4,132,715 for the period of June 23, 2023 through June 30, 2027 for the provision of Behavioral Health Bridge Housing services; and
- B. Authorized the Yolo County Health and Human Services Agency Director, or designee, to execute any amendments, including financial amendments and non-financial amendments, upon approval as to form by County Counsel.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 25. Adult & Aging

Board of Supervisors

Meeting Date: 11/07/2023
Brief Title: Agreement with Advocates for Human Potential for Behavioral Health Bridge Housing Services
From: Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact: Samantha Fusselman, Adult and Aging Branch Director, Health and Human Services Agency, x2492

Supervisory District Impact: Countywide

Subject

Approve and authorize the Yolo County Health and Human Services Agency Director, or designee, to sign agreement with Advocates for Human Potential in the amount of \$4,132,715 for the period of June 23, 2023 through June 30, 2027 for the provision of Behavioral Health Bridge Housing services. (No general fund impact) (Sullivan)

Recommended Action

- A. Approve and authorize the Yolo County Health and Human Services Agency Director, or designee, to sign agreement with Advocates for Human Potential in the amount of \$4,132,715 for the period of June 23, 2023 through June 30, 2027 for the provision of Behavioral Health Bridge Housing services; and
- B. Authorize the Yolo County Health and Human Services Agency Director, or designee, to execute any amendments, including financial amendments and non-financial amendments, upon approval as to form by County Counsel.

Strategic Plan Goal(s)



Thriving Residents



Safe Communities

Reason for Recommended Action/Background

The California Department of Health Care Services (DHCS) has awarded the County funding to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD). These services will include Shelter/Interim Housing, Rental Assistance, Housing Navigation, Auxiliary Funding in Assisted Living, and Outreach and engagement.

Performance Measures included in this Agreement are as follows:

This is a revenue agreement therefore this agreement does not contain County performance measures.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance

Not applicable to revenue agreements.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$1,334,779
Amount budgeted for expenditure	\$1,334,779
Additional expenditure authority needed	\$0
On-going commitment (annual cost)	\$963,579

Source of Funds for this Expenditure

State funds	\$1,334,779
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Further explanation as needed

No general funds are required by this action. The total amount of this action is up to \$4,132,715 in revenue for the period of June 23, 2023 through June 30, 2027. The amount of \$1,334,779 is included in the HHSA adopted budget for 2023-24. The related funding will be included in the requested budget process for future fiscal years.

Attachments

Att. A. Agreement

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	10/30/2023 11:07 AM
Financial Services	Matt Robertson	10/30/2023 01:14 PM
County Counsel	Hope Welton	10/30/2023 01:21 PM
Cindy Perez	Cindy Perez	10/31/2023 02:38 PM
Form Started By: Emily Covey		Started On: 10/05/2023 12:43 PM
Final Approval Date: 10/31/2023		

SUBCONTRACT AGREEMENT SUMMARY COVER SHEET

Subcontract ID: **20456-CA BHBH-bhbh_633_bhbh_yolo_county** -01

Effective Date: **June 23**, 2023

Contractor: **ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)**
 490-b Boston Post Road, Sudbury, MA 01776-3365
 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467
AHP Contracting Officer: Charles Galland, CLC
 cgalland@ahpnet.com/978-261-1425
AHP Project Director: Deborah Werner
 131 N. El Molino, Suite 380, Pasadena, CA 91101
 Tel: 818-999-6985 (o) / dwerner@ahpnet.com
AHP Direct Staff Contact: Michael Helmick
Deputy Project Director
 131 N. El Molino, Suite 380, Pasadena, CA 91101
 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com

Subcontractor: County of Yolo, a political subdivision of the State of California,
 acting through its Department of Health and Human Services
 Address: 137 N. Cottonwood St., Woodland CA, 95695
 Phone: 530 -661 -2685
Project Contact: Marisa Green
 Email address: marisa.green@yolocounty.org

Prime Contract Identification: **Client: California Department of Health Care Services**
Agreement No.: 22-20456
Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program

Subcontract Type: Deliverable Based-Type Contract

Period of Performance: June 23, 2023 through **June 30, 2027**

Consideration/Budget: Professional Services NTE \$4,132,715

Billing Terms: Monthly Invoicing, per **Attachments C (SOW) and D (RATE SCHEDULE)**

Payment Terms: Payment remitted fifteen (15) business days after receipt of undisputed invoice.

Subcontract Cover Sheet

SUBCONTRACT AGREEMENT

20456-CA BHBH- bhhb_633_bhhb_yolo_county

-01

THIS SUBCONTRACT AGREEMENT (the “Subcontract” or “Subcontract Agreement”) is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776.** (“AHP” or the “Contractor”), and County of Yolo, a political subdivision of the State of California, acting through its Department of Health and Human Services _____, with offices at 137 N. Cottonwood St., Woodland CA, 95695

(“_____” or the “Subcontractor” or “County Behavioral Health Agency” or “County BHA,” also referred to as a “BHA” and together with AHP, collectively the “Parties”).

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided \$1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Agreement;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the “Contract” or “Prime Contract,” to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a “BHBH Program Plan”), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA’s BHBH Program Plan; and

TABLE OF CONTENTS

20456-CA BHBH- bhbh_633_bhbh_yolo_county

PAGE NO. 2

<u>SECTION</u>	<u>PAGE NO.</u>
SECTION 1. PRIVACY OF CONTRACT.....	4
SECTION 2. NATURE OF THE SUBCONTRACT.....	4
2.1 Type of Subcontract.....	4
2.2 Funding.....	4
SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY.....	5
3.1 Period of Performance.....	5
3.2 Time of the Essence.....	5
3.3 Delivery Schedule.....	5
3.4 BHBH Program Plan; Reporting and Monitoring.....	6
SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE.....	6
SECTION 5. SUBCONTRACTOR TRAVEL.....	8
SECTION 6. CONTRACT ADMINISTRATION DATA.....	8
6.1 Contractor Representatives:.....	8
6.2 Subcontractor Representatives.....	9
6.3 Compensation, Billing Instructions, and Payment.....	9
6.4 Final Payment and Closeout.....	11
SECTION 7: CHANGES AND MODIFICATIONS.....	11
SECTION 8: CANCELLATION / TERMINATION.....	12
SECTION 9: SUBCONTRACTOR OBLIGATIONS.....	12
SECTION 10: DATA COLLECTION AND PERFORMANCE.....	13
SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST.....	13
SECTION 12: INDEMINIFICATION.....	14
SECTION 13: DISPUTES/APPLICABLE LAWS.....	14
13.1 Disputes.....	14
13.2 Applicable Laws.....	15
SECTION 14: CERTIFICATIONS.....	16
SECTION 15: RECORDS AND RECORD KEEPING.....	17
SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION.....	17
SECTION 17: RECOVERY OF OVERPAYMENTS.....	18
SECTION 18: BEST EFFORTS.....	18
LIST OF ATTACHMENTS.....	19
Attachment A - Standard Subcontract Terms and Conditions	
Attachment B - Special Terms and Conditions	
Attachment C - Statement of Work	
Attachment D - Rate Schedule	
Attachment E - Intentionally Left Blank	
Attachment F - Special Real Estate Requirements	
Attachment G - Subcontractor Certification	
Exhibit G - Executive Order Sanction Notification	

SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services (“DHCS” or “Client”) through DHCS’s BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Subcontract Agreement**. Subcontractor’s account system must be capable of allocating and segregating costs applicable to this Subcontract Agreement.

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor’s Statement of Work, specified in **Attachment C** (“SOW”), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** (“Rate Schedule”).

This Subcontract Agreement is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to the entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontractor Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 This Agreement hereby incorporates by reference, the Request for Applications (“RFA”), Subcontractor’s application in response to the RFA (the “Application”) and Subcontractor’s BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor’s DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) Four **MILLION** One **HUNDRED** Thirty Two **THOUSAND** Seven **HUNDRED** Fifteen **DOLLARS** (\$4,132,715.)

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is June 23, _____, 2023, through June 30, 2027, unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776 | cgalland@ahpnet.com

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and forwarded to and approved by DHCS. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP via in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

- a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.
- b) Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.
 - i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars (\$75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.
 - ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership,

executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.

- iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this Section 4. Upon reconciliation of the expenditure of these up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.
 - iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.
 - v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.
- c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.
 - d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to the State of California upon completion of its BHBH Program Plan.
 - e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the award, the Subcontractor shall provide a financial plan, to AHP for review for an increase to its Program costs within thirty (30) days of having to pay for the additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

- f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.
- g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.
- h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.
- i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

- a) Travel is authorized under this Subcontract Agreement.
- b) Travel is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B**.

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this Agreement, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact: Deborah Werner, Project Director

131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor’s Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Nolan Sullivan, Director

Name/Title

HHSAContracts@yolocounty.org

Email/phone

The following individual is designated as Subcontractor’s Project Manager for purposes of administering this Agreement:

Marisa Green, Adult and Aging Deputy Branch Director

Name/Title

Marisa.green@yolocounty.org, 530-661-2685

Email/phone

6.3 Compensation, Billing Instructions, and Payment

- a) This is a Deliverables Based Subcontract Agreement, with a not to exceed (“NTE”) amount of Four **MILLION** One **HUNDRED** Thirty Two **THOUSAND** Seven **HUNDRED** Fifteen **DOLLARS** (\$ 4,132,715). Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.
- b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
 - i. Subcontractor’s Name
 - ii. Subcontractor’s TIN/EIN
 - iii. Subcontract Agreement ID: **20456-CA BHBH-** bhhb_633_bhhb_yolo_county
 - iv. Invoice No.
 - v. Invoice Date
 - vi. **AHP’s Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
 - vii. Amount Due on the Invoice.
 - viii. Other substantiating documentation or information as may be requested by AHP.

- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."
 - x. Name/title/telephone number of the person to contact in case of questions about the invoice.
 - xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.
- c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.
- d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice***), payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.
- e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.
- f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.
- g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS.
- h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:

- i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or
- ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

SECTION 7: CHANGES AND MODIFICATIONS

- a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed; provided however, any determination made by AHP shall not impose a substantial burden on the Subcontractor.
- b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.
- c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.
- d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP

and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

- e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

- a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or AHP is directed by DHCS to terminate this Agreement.
- b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

- 9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.
- 9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.
- 9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.
- 9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

- 9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this Section 10.1 is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 Monitoring and Site Inspection

- a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b) AHP and/or DHCS may conduct reviews of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of funds.
- c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 12: INDEMINIFICATION

- a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:
- i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
 - ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
 - iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
 - iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
 - v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
 - vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
 - vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.
- b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.
- c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA").

The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in [] County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

Check-the-Box if Subcontractor is electing to institute a legal action or other court proceeding with respect to any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties (herein, the "Dispute"). Upon such election, the Dispute shall be adjudicated in any court of competent jurisdiction over the matter in [] County, California. The prevailing party in a final, non-appealable judgement regarding the Dispute is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and reasonable attorneys' fees, the amount of which shall be determined by the court, in the event the Parties are unable to agree.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

- a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:
 - i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
 - ii. Requiring additional or more detailed financial reports;
 - iii. Requiring technical or management assistance; and/or
 - iv. Establishing additional prior approvals.

- b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.

- iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.
- iv. Withhold further agreements.
- v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

- a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.
- b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.
- c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- e) Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.
- f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection

information; extending and receiving business courtesies; and personal and organization conflicts of interest.

- h) Age Discrimination Act of 1975 (45 CFR Part 90).
- i) Section 1557 of the Affordable Care Act.
- j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2
- k) CFR Part 175.
- l) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
- m) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
- n) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

- a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.
- b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
- c) The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.
- b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c) If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a

disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

- a) Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
 - i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
 - ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
- c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.
- d) If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF EIGHTEEN (18) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW ON PAGE 19 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 20 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HEREBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of Pages</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, or *authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.

Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations.

Publicity: Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.

Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement
2. Site Inspection
3. Intellectual Property Rights
4. Left intentionally blank
5. Confidentiality of Information
6. Documents, Publications and Written Reports
7. Subcontract Requirements
8. Left intentionally blank
9. Performance Evaluation
10. Progress Reports or Meetings
11. Progress Payment Withholds
12. Left intentionally blank

13. Legal Services Contract Requirements
14. Four-Digit Date Compliance
15. Prohibited Use of State Funds for Software
16. Insurance Requirements
17. Procurement Rules
18. Equipment/Property Ownership / Inventory / Disposition
19. Left intentionally blank
20. Suspension or Stop Work Notification
21. Public Communications
22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

2. Site Inspection

The State, DHCS or AHP, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Intellectual Property Rights

a) Ownership

- i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- iv. In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.
- v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.
- vi. Subcontractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b) Retained Rights / License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or

techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c) Copyright

- i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d) Patent Rights

- i. With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement's scope of work, Subcontractor hereby grants to DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.
- ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e) Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

f) Warranties

Subcontractor represents and warrants that:

- i. It is free to enter into and fully perform this Agreement.
- ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- iii. Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
- iv. Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
- v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- vii. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.
- ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) Intellectual Property Indemnity

- i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against DHCS.
- ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without

restriction or limitation of any other rights and remedies available at law or in equity.

- iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h) Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i) Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

4. Left intentionally blank

5. Confidentiality of Information

- (a) The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- (b) The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
- (c) The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP all requests for disclosure of such identifying information not emanating from the client or person.
- (d) The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP and/or DHCS without prior written authorization from the AHP, except if disclosure is required by State or Federal law.

- (e) For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- (f) As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

6. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a) Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph d, herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.
- b) The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost.
- c) DHCS may identify the information needed to fulfill this requirement.
- d) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - i. A local governmental entity or the federal government,
 - ii. A State college or State university from any State,
 - iii. A Joint Powers Authority,
 - iv. An auxiliary organization of a California State University or a California Community college,
 - v. A foundation organized to support the Board of Governors of the California Community Colleges,
 - vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - vii. Firms or individuals proposed for use and approved by DHCS'

- funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
- viii. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2, and
 - ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
 - x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- e) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (d)(i) through (x), above DHCS shall:
- i. Obtain approval from the Department of General Services to use said subcontracts, or
 - ii. If applicable, obtain a certification from the prime Subcontractor indicating that each of the lower-tiered subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- f) When the conditions of subparagraph (a) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (d) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- g) AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
- h) Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by AHP and DHCS.
- i) INTENTIONALLY OMITTED.
- j) INTENTIONALLY OMITTED.
- k) Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and

written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

- l) Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- m) DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.
- n) The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- o) When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.
- p) Budget detail format and submission requirements will be determined by DHCS.
- q) Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.
- r) Any lower-tiered subcontractors budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- s) The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- t) The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”
- u) Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- v) Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 8, 11, 17, 18, 20, and/or other numbered provisions herein

that are deemed applicable.

8. Left intentionally blank

9. Performance Evaluation

(Applicable only to consultant service agreements.)

- a) The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
- b) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
- c) Whether the contracted work or services met the quality standards specified in the Agreement.
- d) Whether the Subcontractor fulfilled all requirements of the Agreement.
- e) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
- f) The evaluation of the Subcontractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

- a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. Progress Payment Withholds

- a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
- b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
- c) For services and costs associated with subcontractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
- d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

f) Release of Amounts Withheld:

- i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of AHP and/or DHCS.
- ii. Payment Requests Excluded from the 10 Percent (10%) Withhold: Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Subcontractor shall:

- a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
- b) Adhere to litigation plans designated by AHP and/or DHCS.
- c) Adhere to case phasing of activities designated by AHP and/or DHCS.
- d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
- e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
- f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

- a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "Four Digit Date compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.
- b) This warranty and representation is subject to the warranty terms and conditions of this Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

- i. The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
- ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
- iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.
- iv. The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- vi. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS.
- vii. AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement.
- viii. The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Agreement number for which the insurance was obtained.

- ix. The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.
- x. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

- i. The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.
- ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.
- iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

- i. Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

- ii. The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.
 - iii. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
 - (a) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and
 - (b) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
 - iv. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.
 - v. AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.
- d) Self-Insured Insurance Requirements:

(Applicable to agreements where Subcontractor has "Checked-the-Box" as self-insuring and subsections a through c, above, are inapplicable.)

Subcontractor acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan, including without limitation, Special Events Liability Insurance Program ("SELIP") coverage. Subcontractor hereby:

- i. Certifies that the Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations upon execution of this Subcontract Agreement is currently in full force and effect; and

- ii. Agrees to notify AHP in writing if A.M. Best notifies the Subcontractor that the financial strength and creditworthiness of such self-insurance coverage is under review with negative implications or a potential downgrade of the Subcontractor's A.M. Best self-insurance rating, within three (3) days of such notification from the rating agency.

17. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS through AHP, or expenses for said items are reimbursed by DHCS through AHP, with state or federal funds provided under the Agreement.)

a) **Equipment/Property definitions:**

Wherever the term equipment and/or property are used, the following definitions shall apply:

i. **Major equipment/property**

A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. **Minor equipment/property**

A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement.

- b) Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement.
- c) Left intentionally blank.
- d) Left intentionally blank.
- e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f) The Subcontractor and/or lower-tiered subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and/or DHCS reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered

subcontractor at any time.

- g) For all purchases, the Subcontractor and/or lower-tiered its subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or lower-tiered its subcontractor for inspection or audit.
- h) AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under subparagraph b of this Provision 17 by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a) Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply.
- b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.
 - i. Reporting of Equipment/Property Receipt
 - (a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.
 - (b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.
 - ii. Annual Equipment/Property Inventory
 - c) If the Subcontractor enters an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition

of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

- (1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).
 - (2) Submit the inventory report to AHP.
 - (3) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- d) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d) The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of state equipment and/or property.
- (i) In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.
 - (ii) Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- e) Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to the AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable expense and according to DHCS and/or the State, as applicable instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

f) Motor Vehicles

Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.
- ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.
- v. The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

- a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

- i. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification.
 - ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.
- b) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- c) Within ninety (90) days of the issuance of a suspension or stop work notification, DHCS through AHP pursuant to BHBH Program Plan funds shall either:
 - i. Cancel, extend, or modify the suspension or stop work notification; or
 - ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- d) If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of funding Program's Contract Manager.
- e) If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- f) If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- g) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

- a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the Americans with Disabilities Act; and
- b) Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

22. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a) The Subcontractor and/or its subcontractor shall maintain books, records,

documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

- b) The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c) Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) 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.
 - i. 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 three years from the date of any resulting final settlement; or
 - ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-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 three-year period, whichever is later.
- e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable

devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f) The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C
STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: Yolo County

Universal Unique Identifier: bhbh_633_bhbh_yolo_county

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
1 Year 1	7524.0 1	<p>YEAR 1 - JUNE 23, 2023- JUNE 30, 2024 - START-UP, PROGRAM IMPLEMENTATION AND REPORTING</p> <p>Behavioral Health Bridge Housing (BHBH) Program</p> <ul style="list-style-type: none"> ◆ Subcontractor shall develop BHBH Program Plan (BHBH Plan or just Plan) utilizing templates provided by Advocates for Human Potential (AHP). The Plan shall be based on the submitted County Behavioral Health Agency (BHA) BHBH Program proposal and submitted to AHP for approval within 30 days of contract execution. ◆ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> ◆ Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living to AHP for approval by September 30, 2023, or within 45 days of subcontract execution. Policies and procedures will include but not be limited to eligibility; allowable uses; methods of disbursement; prevention of fraud, waste, and abuse, documentation requirements and audit provisions. ◆ Rental Assistance Policies and procedures will include but not be limited to: <ul style="list-style-type: none"> • The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. 	<p>Upon execution of subcontract, first disbursement amount shall be twenty-five percent (25%) of subcontract grand total (\$4,132,715) LESS total start-up infrastructure costs calculated as follows: (\$4,132,715 – \$464,000) x.25 = \$917,179</p>	June 30, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing. • Requirements for participants to have access to onsite supportive services at the facility or through home visits. ◆ All required revisions to policies and procedures to be submitted to AHP within ten business days of receipt of Plan and return Plan as required by AHP. ◆ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ◆ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ◆ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. <p>Participation in Monitoring and Technical Assistance and Training (TTA)</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. 		

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ◆ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. <p>Reporting—Year 1 Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> • Year 1, Quarter 1: June 23–September 30, 2023, due by November 15, 2023 • Year 1, Quarter 2: October 1–December 31, 2023, due by February 15, 2024 • Year 1, Quarter 3: January 1–March 31, 2024, due by May 15, 2024 • Year 1, Quarter 4: April 1–June 30, 2024, due by August 15, 2024 • Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. 		
2 Year 1	7524.0 1	<p>SOLELY FOR THOSE BHBH PROGRAM PLAN PROJECTS WITH START-UP INFRASTRUCTURE, YEAR 1 (JUNE 23, 2023, TO JUNE 30, 2024)</p> <p>Submit budget and schedule for each individual BHBH Start-Up Infrastructure Project and include it in BHBH Program Plan for AHP/DHCS approval.</p> <ul style="list-style-type: none"> ◆ Implement the construction plan for each project as described in the BHBH Program Plan, budget, and 	Start-up Infrastructure Costs shall be provided in payments as described in Section 4 of this subcontract. 90% of the Start-up	June 30, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>schedule, pursuant to this Subcontract Agreement including Attachment F.</p> <p>Acquisition (if applicable)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ◆ Establish an escrow account. ◆ Meet all requirements listed in Section 4 of Subcontract Agreement, including Attachment F. ◆ Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if applicable)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ◆ Meet all requirements included in Section 4 of Subcontract Agreement, including Attachment F. ◆ Obtain deed restriction as required, if applicable. ◆ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. <p>Other Approved Costs (if applicable)</p> <p>Start-Up Furnishings, Appliances and Equipment</p> <ul style="list-style-type: none"> ◆ Acquire all start-up furnishing, appliances and equipment included in BHBH Program Plan, budget, and schedule. ◆ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ◆ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. <p>Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements (if applicable)</p> <ul style="list-style-type: none"> ◆ Provide a summary report on each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F and prior to submitting a request for payment. ◆ For each specific site, upon the completion of the site, provide a summary narrative and financial report and compliance documentation for each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F. ◆ Ensure that each start-up infrastructure site is available within one year of execution of Subcontract Agreement. 	<p>Infrastructure Costs (\$464,000) calculated as follows: .90 x \$464,000 = \$417,600</p>	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Reporting <ul style="list-style-type: none"> ◆ Provide summary reporting on each BHBH Program Plan project and documentation of certificate of occupancy within one year of execution of Subcontract Agreement, as required by the BHBH Program Plan. ◆ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Year 1 Subtotal			\$1,334,779	
3 Year 2	7524.0 1	YEAR 2 - JULY 1, 2024, TO JUNE 30, 2025 - PROGRAM IMPLEMENTATION AND REPORTING BHBH Program Plan <ul style="list-style-type: none"> ◆ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ◆ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. BHBH Program Policies and Procedures <ul style="list-style-type: none"> ◆ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ◆ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. Delivery of Behavioral Health Bridge Housing and Operations <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ◆ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ◆ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. Participation in Monitoring and TTA <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions 	Upon approval of cost reconciliation report for first disbursement amount, second disbursement amount shall be twenty-five percent (25%) of subcontract total (\$4,132,715) LESS total start-up infrastructure costs calculated as follows: (\$4,132,715 – \$464,000) x.25 = \$917,179	June 30, 2025

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ◆ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. <p>Reporting—Year 2</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: <ul style="list-style-type: none"> • Year 2, Quarter 1: July 1–September 30, 2024, due by November 15, 2024 • Year 2, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 • Year 2, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 • Year 2, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 ◆ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. 		

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
4 Year 2	7524.0 1	<p>SOLELY FOR THOSE BHBH PROGRAM PLAN PROJECTS WITH START-UP INFRASTRUCTURE, YEAR 2 (JULY 1, 2024, TO DECEMBER 31, 2024)</p> <p>Complete individual BHBH Start-Up Infrastructure Projects according to the budget and schedule included in the BHBH Program Plan.</p> <ul style="list-style-type: none"> ◆ Implement the construction plan for each project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement including Attachment F. <p>Acquisition (if applicable)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ◆ Establish an escrow account. ◆ Meet all requirements listed in Section 4 of Subcontract Agreement, including Attachment F. ◆ Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if applicable)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ◆ Meet all requirements included in Section 4 of Subcontract Agreement, including Attachment F. ◆ Obtain deed restriction as required, if applicable. ◆ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. <p>Other Approved Costs (if applicable)</p> <p>Start-Up Furnishings, Appliances and Equipment</p> <ul style="list-style-type: none"> ◆ Acquire all start-up furnishing, appliances and equipment included in BHBH Program Plan, budget, and schedule. ◆ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ◆ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. <p>Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements</p> <ul style="list-style-type: none"> ◆ Provide a summary report on each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F and prior to submitting a request for payment. 	<p>Start-up Infrastructure Costs shall be provided in payments as described in Section 4 of the subcontract.</p> <p>10% of total start-up infrastructure costs (\$464,000) calculated as follows: $.10 \times \\$464,000 =$ \$46,400</p>	December 31, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> ◆ For each specific site, upon the completion of the site, provide a summary narrative and financial report and compliance documentation for each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F. ◆ Ensure that each start-up infrastructure site is available within one year of execution of Subcontract Agreement. <p>Reporting</p> <ul style="list-style-type: none"> ◆ Provide summary reporting on each BHBH Program Plan project and documentation of certificate of occupancy within one year of execution of Subcontract Agreement, as required by the BHBH Program Plan. ◆ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Year 2 Subtotal			\$963,579	
5 Year 3	7524.0 1	<p>YEAR 3 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING</p> <p>BHBH Program Plan</p> <ul style="list-style-type: none"> ◆ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ◆ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> ◆ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ◆ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and 	<p>Upon approval of cost reconciliation report for second disbursement amount, third disbursement amount shall be twenty-five percent (25%) of subcontract grand total (\$4,132,715) LESS total start-up infrastructure costs calculated as follows: (\$4,132,715 – \$464,000) x.25 = \$917,179</p>	June 30, 2026

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements.</p> <ul style="list-style-type: none"> ◆ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ◆ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ◆ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. <p>Reporting—Year 3</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: <ul style="list-style-type: none"> • Year 3, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 • Year 3, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 		

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Year 3, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 • Year 3, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 ◆ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. 		
		Year 3 Subtotal	\$917,179	
6 Year 4	7524.0 1	<p>YEAR 4 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING</p> <p>BHBH Program Plan</p> <ul style="list-style-type: none"> ◆ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ◆ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> ◆ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ◆ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and the program requirements. ◆ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ◆ If applicable, provide outreach and engagement services as described in the BHBH Program Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions 	<p>Upon approval of cost reconciliation report for third disbursement amount, fourth disbursement amount shall be twenty-five percent (25%) of subcontract grand total (\$4,132,715) LESS total start-up infrastructure costs calculated as follows: (\$4,132,715 – \$464,000) x.25 = \$917,178</p>	June 30, 2027

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ◆ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. <p>Reporting—Year 4</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: <ul style="list-style-type: none"> • Year 4, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 4, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 4, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 4, Quarter 4: April 1–June 30, 2027, due June 30, 2027 ◆ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. ◆ Submit a final report by June 30, 2027. 		
		Year 4 Subtotal	\$917,178	
		Subcontract Grand Total	\$4,132,715	

ATTACHMENT D
RATE SCHEDULE
(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

ATTACHMENT D
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY NAME: Yolo County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure Funding	\$464,000
Start-Up Infrastructure Budget Subtotal	\$464,000
Non-Infrastructure Funding Usage Description	Budgeted Amount
Operating Bridge Housing	\$3,604,549
Other Flexible Funding Categories (no Infrastructure)	\$64,166
Budget Subtotal	\$3,668,715
Total Budget	\$4,132,715

Start-Up Infrastructure (SUI) Payment Schedule*

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: 06/23/23 – 6/30/24	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: 06/23/23 – 12/31/24	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: 06/23/23 – 6/30/24	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: 06/23/23 – 6/30/24	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: 7/01/24 – 12/31/24	Final Payment of Real Estate Renovation Costs Upon Completion of AHP “desk review” of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal
SUI Other Invoice 1: 06/23/23 – 6/30/24	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

SUI Other Invoice 2: 06/23/23 – 6/30/24	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: 06/23/23 – 6/30/24	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: 06/23/23 – 12/31/24	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**

Non-Infrastructure Payment Schedule

COUNTY NAME: Yolo County

Funding Usage Description	Budgeted Amount
Operating Bridge Housing	\$3,604,549
Flexible Funding Categories (no Infrastructure)	\$64,166
Total Budget	\$3,668,715

Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: 06/23/23 – 6/30/24	Initial Advanced Payment of Non-Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 2: 7/01/24 – 6/30/25*	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total

Invoice 3: 7/01/25 – 6/30/26*	Third Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 4: 7/01/26 – 6/30/27*	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Twenty-Five Percent (25%) or Remainder of Subcontract Grand Total

***Invoicing may be expedited to an interval less than annually, but no more often than quarterly.**

ATTACHMENT E

_____ SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”) through noncompetitive predetermined funding to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them from accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the “Infrastructure Project”), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, “Program Funds”) shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing start-up infrastructure funding is limited to seventy-five thousand dollars (\$75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the “Expiration Date”) unless earlier terminated by AHP or DHCS (the “Term”). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor’s plan to complete the project within one (1) year and Subcontractor’s approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor’s project.

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction

of the requirements described in Section 1.1 below. Program Funds shall be disbursed for infrastructure construction costs only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.2, below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon FULL satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.4, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations**

- 1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, state, and local requirements.
- 1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.
- 1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 **Requirements for Disbursement of Program Funds – Infrastructure Construction Costs**

- 1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:
 - 1.2.1.1 A construction monitoring plan that shall include, at a minimum:
 - 1.2.1.1.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;
 - 1.2.1.1.b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to accompany invoicing to AHP;
 - 1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;
 - 1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as

the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and

1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Sponsor of self-insurance coverage if the Sponsor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 **Requirements for Disbursement of Program Funds – Property Acquisition**

Costs. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

1.3.1 fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.

1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser

licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.

- 1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;
- 1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.
- 1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable AHP and DHCS.
- 1.3.6 Signed escrow instructions, providing for the following:
 - 1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
 - 1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without

restriction or limitation of any other rights and remedies available at law or in equity.

1.4 Requirements for Disbursement of Program Funds - Construction Costs. No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Sections 1.1 and 1.2, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

- 1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.
- 1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.
- 1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.
- 1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.
- 1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed

(although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 Requirements for Disbursement of Program Funds – Rental Assistance

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

- 1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.
- 1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.
- 1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.
- 1.5.4 Requirements for payments to be made directly to property owners or managers.
- 1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.
- 1.5.6 Requirements for participants to have access to onsite supportive services at the facility or through home visits.

1.6 Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor’s BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this **Attachment F**. Any such waiver shall be in writing and without prejudice to DHCS’s rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed

to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number
County of Yolo	94-6000548

By (Authorized Signature)

Printed Name and Title of Person Signing

Nolan Sullivan, Director

Date Executed	Executed in the County of
	Yolo

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness Program to inform employees about:

1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.
- b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or

has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (PCC 10411):

1. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS COMPENSATION:

Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be

paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

- (a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- (b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subcontractor performing within the state not be subject to the franchise tax.
- (c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Subcontractor shall not be:(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a state agency with respect to any Agreement in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted, or the Agreement is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the Subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and

Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

***Balance of the page intentionally left blank;
Signature pages to follow.***

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Proposer/Bidder Name (Printed): County of Yolo EIN: 94-6000548

By (Authorized Signature):

Nolan Sullivan, Director

Printed Name and Title of Person Signing:

Executed in the County of: Yolo Executed in the State of California.

Date Executed: _____

Exhibit G EO Sanction Notification



MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in
Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: <http://www.DHCS.ca.gov>

Yolo County: Behavioral Health Bridge Housing (BHBH)

Rental Assistance Policies and Procedures

The Yolo County Behavioral Health Agency will use Behavioral Health Bridge Housing (BHBH) Program funding to provide rental assistance. These policies and procedures have been created to meet the requirements set forth in the BHBH Program Request for Applications.

None of the funds used for BHBH rental assistance will supplant other sources of funding, federal or state, that can be used for the purpose of rental assistance for the target population of people experiencing homelessness and who have serious behavioral health conditions.

Administrative Requirements

Changes to Guidelines

Yolo County may revise these guidelines at any time. All grantees will be notified of updates to this guide and will receive email via the latest version. The most recent version will also be posted on Yolo County's website.

Monitoring

Yolo County will monitor grant activities. Grantees will be given a minimum of 30 days advance notice of monitoring, unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

Reimbursements

Grantees must bill the County monthly for reimbursement of allowable costs. Contract Payment Requests are due 21 working days following the month in which the grantee has incurred expenditures. The County shall issue payment no later than 25 working days after the receipt of complete and accurate billing information as determined by the County. The submission of incomplete or inaccurate billing information may delay the reimbursement process. Exceptions to billing procedures can be negotiated with Yolo County on a case-by-case basis. Invoices must be submitted electronically to the following email addresses:

HHS.AccountsPayable@yolocounty.org

Kerrie Covert: kerrie.covert@yolocounty.org

Budget Revisions

Budget revisions must be requested by contacting the grantee's assigned Contract Monitor and submitted using the Technical Submission form. Budget revisions requesting to move funds across Categories or Components will require a contract amendment.

Spending Timeline Requirements

Yolo County BHA will provide BHBH short-term Rental Assistance for a maximum of 90 days and mid-term rental assistance for a maximum of 24 months (with the possibility of a one year extension). Rental Assistance funds will be spent no later than June 30, 2027.

Back-up Documentation

All invoices must include the backup documentation, such as invoices, receipts. Invoices may not be paid until the report(s) are received and verified. DES may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees. Submitting a rent roll for Rapid Rehousing is encouraged.

If grant funds are expended prior to the end of the contract, a zero invoice/reports must be submitted monthly until the end of the contract period.

For questions related to the BHBH payment process, please contact

HHS.AccountsPayable@yolocounty.org

Lucy Chavez lucy.chavez@yolocounty.org

And Kerrie Covert kerrie.covert@yolocounty.org

Participant Eligibility Criteria

Homelessness Criteria

Homelessness:

An individual or family experiencing homeless is defined as any of the following:

- An individual or family that lacks adequate nighttime residence
- An individual or family with a primary residence that is a public or private place not designed for or ordinarily used for habitation-
- An individual or family living in a shelter
- An individual exiting an institution (including incarceration) into homelessness
- An individual or family who will imminently lose housing in the next thirty (30) days
- Unaccompanied youth and homeless families and children and youth defined as homeless under other federal statutes
- Individuals fleeing intimate partner violence

This definition is based on the HUD definition of “homeless” with the following modifications:

- If exiting an institution, individuals are considered homeless if they were experiencing homelessness immediately prior to entering that institutional stay, regardless of the length of institutionalization.
- The timeframe for an individual or family that will imminently lose housing has been extended from fourteen (14) days to thirty (30) days.

Serious Behavioral Health Condition Criteria

The BHBH Program eligibility criteria are adapted from the Specialty Mental Health Services (SMHS) access criteria (BHIN 21-073) and the Drug Medi-Cal Organized Delivery System/Drug Medi-Cal access criteria (BHIN 21-071; BHIN 23-001), including all CARE Program participants. There are no age restrictions on BHBH Program participants. To be eligible for a BHBH Program-funded project, an individual must meet one of the following criteria:

1. The individual has one or more of the following:
 - a. Significant impairment, where "impairment" is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A need for SMHS, regardless of presence of impairment (for individuals under age 21)

AND

The individual's condition, as defined in a, b, and/or c, is due to either of the following:

- a. A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD)
- b. A suspected mental and/or substance-related or addictive disorder that has not yet been diagnosed

OR

2. The individual has at least one of the following:
 - a. At least one diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders
 - b. At least one suspected diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders

OR

3. The individual is a CARE Program participant, regardless of whether they meet the criteria in paragraph (1) or (2), above.

Verification Protocols

Verification protocols: Homeless Verification

Intake Worker should make every effort to obtain verification of eligibility in the following order:

1. Third Party Verification
 - a. Third party written verification, including existing and available documents
 - b. Third party oral statement
2. Intake worker observation
3. Self-Certification by applicant/participant

Third-Party Documentation

All third-party documentation should be signed and dated by the third party (as appropriate).

Priority for of Third-Party documentation

1. Third-Party Written Verification document standards:

- a. Conform to general documentation standards
- b. Demonstrate that it came from an appropriate party, for example:
 - i. Official communication or referrals on agency letterhead or program form;
 - ii. Email from provider/third party from an agency email address;

- iii. Standardized certification form;
 - iv. Discharge paperwork from an institution or
 - v. HMIS record—both must contain information about the dates the potential program participant resided there.
- c. Recommend using a standardized form for the program

2. Third-Party Oral Statement Documentation Standards:

- a. Conform to general documentation standards
- b. Identify the third-party providing the oral verification and date oral verification was received
- c. Identify the intake worker recording the oral statement
- d. Include signed and dated certification by the intake worker as true and complete
- e. Recommend using a standardized form for the program

Intake Worker Observation Documentation Standards:

- 1. Conform to general documentation standards
- 2. Identify the intake worker making the observations
- 3. Include signed and dated certification by the intake worker as true and complete
- 4. Recommend using a standardized form for the program

Self-Certification Documentation Standards:

- 1. Conform to general documentation standards
- 2. Identify the individual or head of household providing the self-certification
- 3. Include signed and dated certification by the individual or head of household as true and complete*
- 4. Recommend using a standardized form for the program

Additional guidance for documenting homelessness status on HUD:

- 1. Intake workers are responsible for obtaining the evidence of homeless status, not applicant/participant.
- 2. An intake worker should NOT contact anyone for documentation that the person feels would jeopardize his or her safety.
- 3. If a self-certification is provided for verification of eligibility, intake workers must document their due diligence in trying to obtain third party verification.
 - a. **Due diligence documentation** should include the following:
 - i. Description of efforts to contact and obtain third-party documentation, including dates, times, and supporting documentation
 - ii. Description of outcome, including obstacles encountered
 - iii. Signed and dated certification by intake workers that all documents are true and complete
 - iv. Recommend using a standardized form for the program

Forms:

- ❖ Third party verification
- ❖ Intake worker observation (HMIS intake form)
- ❖ Self-certification

Verification protocols: Serious Behavioral Health Conditions

The intake worker should make every effort to obtain verification of eligibility in the following order:

1. Written diagnosis of the serious behavioral health condition by a professional
2. Written documentation from the Social Security Administration (SSA)
3. Observations of serious behavioral health symptoms recorded by intake staff

Written diagnosis of the serious behavioral health condition by a professional:

1. Conform to general documentation standards
2. Clinical or medical licensed by the state to diagnose and treat identified condition documents provided with application
3. Include signed and dated certification by the intake worker as true and complete
4. Recommend using a standardized form for the program

Written documentation from the Social Security Administration (SSA)

1. Conform to general documentation standards
2. The health disorder documents from the department of Social Security Administration
3. Include signed and dated certification by the intake worker as true and complete
4. Recommend using a standardized form for the program

Observations of serious behavioral health symptoms recorded by intake staff

1. Conform to general documentation standards
2. Identify the intake worker making the observations
3. Include signed and dated certification by the intake worker as true and complete
4. Recommend using a standardized form for the program

Verifying Eligibility and Determining Need at Entry

All grantees, regardless of component, must verify and document housing status eligibility at the time of the participant's enrollment. Please see documentation requirements for each housing status in Section Verification Protocols.

The core statutory protections of the Violence Against Women Act (VAWA) prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking apply.

Additionally, at project enrollment, grantees must also determine the amount and type of assistance needed by the participant in order to regain stability through permanent housing. This determination must be conducted in cooperation with the participant and utilizing a strength-based and person-centered process and result in a Housing Stability Plan. Please see Section 5: Service Standards for more detailed information by component.

Duplication of Benefits

Duplication of benefits occurs when an individual or household receives financial assistance for the same service, during the same time period, from multiple funding sources. Additional sources of financial assistance and services provided to a household must be documented, and a determination must be made that there is no duplication of benefits. In order to prevent the duplication of benefits, all grantees shall:

- Determine and document if the household is receiving assistance from other sources (e.g., philanthropy, FEMA costs for temporary shelter, Emergency Rental Assistance Program, Community Development Block Grant-CV, State Consolidated Housing Grant, etc.) to avoid duplication of benefits and/or disqualification of the household from assistance.
- Reference any checklists, forms, or tools available to evaluate if the household is receiving assistance from other sources.
- Ensure that an evaluation of a participant's benefits is conducted during re-evaluation.

Determinations of Ineligibility

For each participant determined ineligible to receive BHBH assistance, the record must include documentation of the reason for that determination.

Re-Evaluation of Eligibility

At a minimum, each re-evaluation of eligibility must establish that:

- The participant does not have an annual income that exceeds thirty (30) percent of median family income for the area, as determined by HUD; and
- The participant lacks sufficient resources and support networks necessary to retain housing without BHBH assistance.

Participant Payment Contribution

The participant will pay a fixed thirty (30) percentage of their gross or adjusted gross income. If a participant has no income, there is no expectation that the participant will pay any portion of the rent.

Determining Area Median Income

Grantees and subgrants must ensure they are using the correct HUD Area Median Income thresholds for their jurisdiction prior to providing Rental Assistance.

Income Calculation

Depending on pay periods used by the employer or the schedule of periodic payments, the following

calculations convert the average wage into annual income:

- Hourly Wage multiplied by Hours Worked Per Week multiplied by 52 weeks
- Weekly Wage multiplied by 52 weeks
- Bi-weekly (every other week) wages multiplied by 26 bi-weekly periods
- Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods
- Monthly wage multiplied by 12 months

Grantee and subgrantee staff can calculate the household's annual income and eligibility using the sample income verification form or by utilizing [HUD's Income Eligibility Calculator](#). If using HUD's calculator, print the summary of the determination and keep in the client's case file.

Eligible Costs & Activities

Eligible program components are established by Behavioral Health Bridge Housing. The guidance contained herein serves to simplify the implementation of the regulations and identify the activities selected for funding by Yolo County. Bridge Housing will be established and provided based on community needs and Housing First principles and will include voluntary supportive services for individuals experiencing both homelessness and serious behavioral health conditions. However, when indicated, funding may be used to support recovery residences and sober living environments for individuals with significant substance use disorder needs.

Engagement

Activities to locate, identify, and build relationships with people who are experiencing homelessness for the purposes of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. Eligible costs include:

- Initial assessment of needs and eligibility
- Crisis counseling
- Addressing urgent physical needs (e.g. providing meals, blankets, clothes, or toiletries)
- Actively connecting and providing information and referral to programs targeted to homeless people and mainstream social services and housing programs
- Cell phone costs of outreach workers

Housing Navigator

Assessing housing and service needs and arranging/coordinating/monitoring the delivery of individualized services. Eligible costs include:

- Using centralized or coordinated assessment system
- Conducting an initial evaluation, including verifying and documenting eligibility
- Counseling
- Developing/securing/coordinating services
- Helping to obtain federal, state, and local benefits
- Monitoring/evaluating participant progress
- Providing information and referrals to other providers

- Developing an individualized housing/service plan, including planning a path to permanent housing stability

Emergency Mental Health Services

Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances. Outpatient treatment of urgent mental health conditions by licensed professionals in a community-based setting (including streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility. Eligible costs include:

- Crisis interventions
- Prescription of psychotropic medications
- Explanation of the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

Mental Health Services:

Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Services include direct outpatient treatment of mental health conditions by licensed professionals, provided that other appropriate mental health services are unavailable or inaccessible within the community. Eligible costs include:

- Crisis interventions
- Individual, family, or group therapy sessions
- Prescription of psychotropic medications or explanations about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

Substance Abuse Treatment Services:

Treatment services provided by licensed or certified professionals that are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors. Services are eligible only if other appropriate substance abuse treatment is unavailable or inaccessible within the community. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs. Eligible costs include:

- Participant intake and assessment
- Outpatient treatment for up to thirty (30) days
- Group and individual counseling
- Drug testing

Transportation:

Costs of travel by program participants to and from medical care, employment, childcare, or other facilities that provide eligible Essential Services, and the cost of staff travel to support provision of essential services. Eligible costs include:

- Cost of a participant's travel on public transportation
- Mileage allowance for service workers to visit participants
- Leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle
- Travel costs of staff to accompany or assist program participants to use public transportation

Services to Special Populations

Otherwise, eligible essential services that have been tailored to address the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are homeless. Eligible costs include (as defined above):

- Engagement
- Case management
- Emergency health services
- Emergency mental health services
- Transportation

Service Standards

These service standards shall provide guidance for the implementation of all services and activities under all components. Grantees are responsible for ensuring all applicable service standards for their projects are followed.

Requirements for All Components

Households must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which BHBH funds are used – even though the grantee is required to offer such services for the duration of the participant's enrollment in the program. Program policies should not place a burden on persons accessing housing or shelter and maintaining their placement in the program.

Protection for victims of domestic violence, dating violence, sexual assault, or stalking

For the BHBH program, "covered housing provider," as such term is used in HUD's regulations in 24 CFR part 5, subpart L, refers to:

- The grantee that administers the rental assistance for the purposes of 24 CFR 5.2005(e)
- The housing owner for the purposes of 24 CFR 5.2005(d)(1), (d)(3), and (d)(4) and 5.2009(a)
- The housing owner and the grantee that administers the Rental Assistance for the purposes of 24 CFR 5.2005(d)(2)
- The housing owner and the grantee that administers the Rental Assistance for the

purposes of 24 CFR 5.2007. However, the County may limit documentation requests under 24 CFR 5.2007 to only the grantee, provided that:

- This limitation is made clear in both the notice described under 24 CFR 5.2005(a)(1) and the rental assistance agreement
- The entity designated to receive documentation requests determines whether the participant is entitled to protection under the Violence Against Women Act (VAWA) and immediately advise the participant of the determination
- If the participant is entitled to protection, the entity designated to receive documentation requests must notify the owner in writing that the participant is entitled to protection under VAWA and work with the owner on the participant's behalf. Any further sharing or disclosure of the participant's information will be subject to the requirements in 24 CFR 5.2007.

Inspections Requirement:

Yolo County requires that housing must meet the Emergency Solutions Grants (ESG) habitability standards and, when possible and as applicable, should also meet CoC Housing Quality Standards (HQS). The inspection checklist provided by U.S. Department of Housing and Urban Development (HUD) should be included as part of record for inspection.

Habitability Standards

The Housing for all BHBH Program participants receiving rental assistance must meet HUD minimum habitability standards for permanent housing. Providers must document compliance with this standard by signing and completing a Habitability Standards Checklist before the participant signs the lease and before the Provider provides any rental assistance or services specific to the unit. In addition, Providers must inspect all units at least annually to ensure that the units continue to meet habitability standards for program participants receiving medium term rental assistance.

The following information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

- ❖ U.S. Department of Housing and Urban Development Inspection Form.
- ❖ U.S. Department of Housing and Urban Development Inspection Checklist

Lead-Based Paint Screening

A Lead-based Paint Screening is completed for all shelters or units receiving BHBH funding. The shelter or unit must pass the lead screening before any expenses including rent are paid. A lead screening less than twelve (12) months old performed by a qualified inspector can be used. Program staff should complete the Lead-based Paint Screening Worksheet (or comparable form) for the case file or shelter file and document any exemptions. If any exemptions are met, then lead-based paint requirements are not triggered and no further action is needed. Complete records of inspections and follow-up actions must be maintained in the shelter or household file.

The Lead-based Paint Screening will determine if the shelter or unit is subject to a Visual Assessment discussed in the following section.

Lead-Based Paint Visual Assessments

A lead-based paint visual assessment must be completed for all units and shelters that meet the three (3) following conditions:

1. The household moving into or remaining in their current unit is receiving BHBH financial assistance **AND**
2. The unit was constructed prior to 1978 **AND**
3. A child under the age of six (6) or a pregnant woman is, or will be, living in the unit.

A visual assessment must be conducted prior to providing BHBH financial assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the Housing Quality Standards or Housing Safety Standards and maintained in the participant file.

The lead-based paint visual assessment requirement exists to protect vulnerable families from potential health hazards. To prevent lead poisoning in young children, grantees must comply with the Lead-based Paint Poisoning Prevention Act of 1978 and its applicable regulations found at 24 CFR 35, Parts A, B, H, J, K, M, and R.

Exceptions to the Lead-Based Paint Visual Assessment Requirement

Visual assessments are not required under the following circumstances:

- Zero-bedroom or SRO-sized unit
- X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint
- The property has had all lead-based paint identified and removed in accordance with HUD regulations
- The unit has already undergone a visual assessment within the past twelve (12) months – obtained documentation that a visual assessment has been conducted
- It meets any of the other exemptions described in 24 CFR Part 35.115(a).

If any of the conditions outlined above are met, grantees must include the information in the participant's file

Shelter & Interim Housing Requirement

Assistance Duration:

Assistance may include any combination of short-term Shelter & Interim assistance (up to ninety (90) Days), medium-term Shelter & Interim assistance (Ninety (90) Days to Two (2) Years, with the possibility of a one (1) year extension assistance).

Programs may not provide prospective assistance to a program participant who is already receiving Shelter & Interim assistance or living in a housing unit receiving Shelter & Interim

assistance or operating assistance through other Federal, State, or local sources for those same months.

- Short-Term: Less than ninety (90) Days
- Mid-Term: Ninety (90) Days to Two (2) Years, with possibility of a one (1)year extension

Amount of Assistance

It is expected that the level of assistance will be based on the goal of providing only what is necessary for each household to achieve housing stability in the long-term.

Income

Income requirements do not apply to program participants who are being services under Shelter & Interim of BHBH Program.

Rental Assistance Requirement

Rental Assistance Duration:

Assistance may include any combination of short-term rental assistance (up to ninety (90) Days), medium-term rental assistance (Ninety (90) Days to Two (2) Years, with the possibility of a one (1)year extension rental assistance).

Programs may not provide prospective rental assistance to a program participant who is already receiving rental assistance or living in a housing unit receiving rental assistance or operating assistance through other Federal, State, or local sources for those same months.

- Short-Term: Less than ninety (90) Days Rental Assistance
- Mid-Term: Ninety (90) Days to Two (2) Years, with possibility of a one (1)year extension for Rental Assistance

Amount of Rental Assistance

It is expected that the level of assistance will be based on the goal of providing only what is necessary for each household to achieve housing stability in the long-term.

Payment Documentation

The Yolo County BHBH Program will document each rental assistance subsidy agreement and subsequent payment. Documentation will include the address of the specific unit, the name of the eligible household member, the total amount of rental assistance, the period covered, dates payments were disbursed, transaction/check number and payment address.

The Yolo County BHBH Program will issue rental assistance checks only to the property owner, property management company, or other party responsible for issuing a lease or otherwise letting a unit. Yolo BHA will issue and mail checks or perform electronic transfer payments directly to the lessor.

The Yolo BHA BHBH Program will clearly document all rental assistance. Participant records will include:

- A copy of the lease and/or rental agreement.
- Documentation of all payments made for the provision of rental assistance.
- Supporting documentation for rental assistance payments will be maintained in client files and in the BHA's general ledger; and
- A release of information signed by the BHBH participant for use with the lessor and – as appropriate – companies.

Rent Reasonableness

For participants receiving rental assistance, household rent must comply with HUD's standard of rent reasonableness meaning that the rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

These rent restrictions are intended to help ensure that program participants can remain in their housing after their assistance ends. As with FMR, rent reasonableness requirements do not apply when a program participant receives only financial assistance or services under HUD's ESG Housing Stabilization and Relocation Services. Complete the Rent Reasonableness Checklist and Certification to provide in-file record keeping of rent reasonableness.

Rental Assistance Agreement

The provider required to make the rental assistance payments only to an owner with whom the Provider has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements of BHBH assistance. In addition, the rental assistance agreement must provide that, during the term of the agreement, the owner must give the Provider a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction against the program participant. Finally, the rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

- The program participant moves out of the housing unit for which the program participant has a lease; or
- The lease terminates and is not renewed; or
- The program participant becomes ineligible to receive BHBH rental assistance.

Housing Relocation and Stabilization Services

Case managers will assist each program participant, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical and mental health treatment, counseling, and other services essential for achieving independent living.

Conflicts of Interest

Grantees must avoid any conflict of interest in carrying out activities funded by the BHBH program and must maintain written standards of conduct covering organizational conflicts of interest required under 2 CFR 200.318.

Organizational Conflicts of Interest

The provision of any type or amount of BHBH assistance may not be conditioned on an individual's or family's acceptance or occupancy of Emergency Shelter or housing owned by the grantee or a parent or subsidiary of the grantee.

Individual Conflicts of Interest

For procurement of goods and services, grantees must comply with 2 CFR 200.318.

For all other transactions and activities (including all grantee contractors):

- Conflict-of-interest provisions of this policy apply to any person who is an employee, agent, consultant, officer, or elected or appointed officials of the grantee.
- No person (as described above) who exercises or has exercised any functions or responsibilities with respect to activities assisted under the BHBH program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one (1) year period following his or her tenure.

Compliance with HUD Data Standards

All grantees shall collect data on participants receiving BHBH assistance and enter it into the HMIS run by the CoC. Data collection must in accordance with the most current HUD HMIS Data Standards and the ESG Program HMIS Manual. All grantees will adhere to any additional guidance provided by BHBH program.

Data Collection in the HMIS

Projects are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four (4) elements: completeness, timeliness, accuracy, and consistency.

Data Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements. Agencies are expected to collect first name, last name, date of birth, race, and ethnicity from participants that give consent on the HMIS consent form. Agencies will never require a

participant to provide this information even if they have consented but should gather it to the best of their ability. All participant, consenting and non-consenting, must have complete prior living situation and exit destination data.

Data Timeliness

Participant data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting. Projects must enter/update project participant /household data in HMIS within five (5) business days following the date of project enrollment/exit.

Data Accuracy

Data entered into HMIS must reflect the real situation of the participant/household as closely as possible. Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each participant's story.

Data Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project. All data will be collected, entered, and stored in accordance with the Agency Partner Agreement. All data elements and responses will be entered per the [HUD HMIS Data Standards Manual](#).

To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS. Participants who refuse consent must be made anonymous per Yolo County and Department of Commerce Guidance.

Consent for Entry of Personally Identifying Information

Identified Records

Personally Identifying Information (PII) must not be entered into HMIS unless all adult household members have provided informed consent. Informed consent must be documented with a signed copy of the Client Release of Information and Informed Consent form in the participant file. If electronic consent has been received, a copy does not need to be printed for the participant file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the household is seen in person.

Anonymous Records

The following types of records must be entered anonymously:

- Households in which one (1) adult member does not provide informed consent for themselves or their dependents

- Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation
- Minors under the age of thirteen (13) with no parent or guardian available to consent to the minor's information in HMIS
- Households in programs which are required by funders to report HIV/AIDS status

If the reporting of the HIV/AIDS status of participants is not specifically required, the HIV/AIDS status must not be entered in HMIS. If a combination of race, ethnicity, gender, or other demographic data could be identifying in the community, those data should not be entered for anonymous records.

Termination of Participation, Denial and Appeals

Grantees must have written termination, denial, and appeal policies and/or procedures. The policies and/or procedures should be readily available to participants upon entry into the program. It is important to effectively communicate these policies and/or procedures to households and ensure that they are fully understood.

Additionally, the core statutory protections of the Violence Against Women Act (VAWA) that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking apply.

Fraud, Waste, and Abuse Prevention

The Yolo County Behavioral Health agency (BHBH) Program is committed to prevention fraud, waste, and abuse from occurring and to developing an anti-fraud culture. To achieve this, the BHA and the Program will comply with requirement of Government Accounting to develop and maintain effective controls to prevent fraud, waste, and abuse.

The BHA and the Program will ensure that if fraud occurs, a vigorous, prompt investigation will take place. The BHA and the Program will take appropriate disciplinary and legal action in response to fraud, including the possibility of termination, restitution, and forwarding information to authorities for potential prosecution.

The Yolo County Behavioral health agency (BHA) Behavioral Health Bridge Housing (BHBH) Program has established a Monitoring and Compliance Process that ensures compliance with BHBH Program rules and requirements. Monitoring will occur for BHBH Program and any subrecipients. Monitoring will include the following elements:

Risk Assessment: This process provides the basis for developing a monitoring strategy. This includes identifying how each grantee will be monitored, establishing a schedule that reflects recipient needs, indicating a method of monitoring (desk audit or on-site program monitoring), describing the monitoring scope (Program, finance, both) and projected time for completion.

Desk Audit: Desk audits are focused on examinations of documentation and financial of documentation and fin system surrounding the BHBH program. They are usually conducted virtually. Desk audits facilitate and produces an evaluation of the recipient's capacity to manage the award. Desk review can also serve as a preliminary step before an on-site visit takes place.

On-Site Program Monitoring: Site visits typically occur at the recipient's office or program location, although they can be done virtually if there are scheduling or training issues. Site visits are used to review recipient capacity, performance, and compliance. They provide the monitoring agency with access to offices and facilities, documentation, financial records, physical assets, written policies and procedures, audit compliance records, and internal control.

Corrective Action: In cases where areas of concerns are identified, the monitoring entity will develop and enforce a correction action plan with agencies. Corrective action plans clearly will outline the concern or finding, cite the regulation, and define action steps needed to correct identified issues.

Accounting Records and retention Requirements

Accounting Record

To curb and prevent waste and abuse, the BHBH Program has established an accounting system that includes the following accounting record elements:

Chart of accounts: A list of account names and the numbers assigned to each.

Cash Receipts journal: A chronological listing of when funds were received, in what amounts, and from what sources.

Cash disbursements journal: A chronological listing of how much was paid, when, and to whom.

Payroll journal: A chronological listing of payroll amounts, benefits, and payroll taxes.

General journal: A record of all non-cash transactions.

General ledger: A comprehensive depiction, with details by account, of the activities recorded in each account of an organization. Entries transferred to the general ledger are cross-referenced to the applicable subsidiary journal or supportive documentation to permit tracing of any financial transaction, thereby creating what is called an audit trail.

Period of Record Retention

All records pertaining to each fiscal year of BHBH funds must be retained for the greater of five (5) years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

Documentation of each participant's qualification as a homeless family or individual and other participant records must be retained for five (5) years after the expenditure of all funds from the grant under which the participant was served

Notwithstanding the confidentiality procedures established in Section 6.3.1, the grantee must comply with the requirements for access to records in 2 CFR 200.336.