

## Before Starting the Special CoC Application

You must submit both of the following parts in order for us to consider your Special NOFO Consolidated Application complete:

1. the CoC Application, and
2. the CoC Priority Listing.

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The Special Notice of Funding Opportunity (Special NOFO) for specific application and program requirements.
2. The Special NOFO Continuum of Care (CoC) Application Detailed Instructions for Collaborative Applicants which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

CoC Approval is Required before You Submit Your CoC's Special NOFO CoC Consolidated Application

- 24 CFR 578.9 requires you to compile and submit the Special NOFO CoC Consolidated Application on behalf of your CoC.
- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

Answering Multi-Part Narrative Questions

Many questions require you to address multiple elements in a single text box. Number your responses to correspond with multi-element questions using the same numbers in the question. This will help you organize your responses to ensure they are complete and help us to review and score your responses.

Attachments

Questions requiring attachments to receive points state, "You must upload the [Specific Attachment Name] attachment to the 4A. Attachments Screen." Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

- Attachments must match the questions they are associated with—if we do not award points for evidence you upload and associate with the wrong question, this is not a valid reason for you to appeal HUD's funding determination.
- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).

# 1A. Continuum of Care (CoC) Identification

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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**1A-1. CoC Name and Number:** CA-602 - Santa Ana, Anaheim/Orange County CoC

**1A-2. Collaborative Applicant Name:** County of Orange

**1A-3. CoC Designation:** CA

**1A-4. HMIS Lead:** People for Irvine Community Health dba 211OC

1A-5.	<b>New Projects</b>	
	Complete the chart below by indicating which funding opportunity(ies) your CoC applying for projects under. A CoC may apply for funding under both set asides; however, projects funded through the rural set aside may only be used in rural areas, as defined in the Special NOFO.	
1.	<b>Unsheltered Homelessness Set Aside</b>	Yes
2.	<b>Rural Homelessness Set Aside</b>	No

## 1B. Project Capacity, Review, and Ranking–Local Competition

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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<b>1B-1.</b>	<b>Web Posting of Your CoC Local Competition Deadline–Advance Public Notice. (All Applicants)</b>	
	Special NOFO Section VII.B.1.b.	
	You must upload the Local Competition Deadline attachment to the 4A. Attachments Screen.	
	Enter the date your CoC published the deadline for project application submission for your CoC's local competition.	08/11/2022

<b>1B-2.</b>	<b>Project Review and Ranking Process Your CoC Used in Its Local Competition. (All Applicants)</b>	
	Special NOFO Section VII.B.1.a.	
	You must upload the Local Competition Scoring Tool attachment to the 4A. Attachments Screen.	
	Select yes or no in the chart below to indicate how your CoC ranked and selected new project applications during your CoC's local competition:	
	1. Established total points available for each project application type.	Yes
	2. At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).	Yes
	3. At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).	Yes

<b>1B-3.</b>	<b>Projects Rejected/Reduced–Notification Outside of e-snaps. (All Applicants)</b>	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4A. Attachments Screen.	
	1. Did your CoC reject or reduce any project application(s)?	No
	2. Did your CoC inform the applicants why their projects were rejected or reduced?	No
	3. If you selected yes, for element 1 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	

1B-3a.	<b>Projects Accepted–Notification Outside of e-snaps. (All Applicants)</b>	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Accepted attachment to the 4A. Attachments Screen.	
	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	09/28/2022
1B-4.	<b>Web Posting of the CoC-Approved Special NOFO CoC Consolidated Application. (All Applicants)</b>	
	Special NOFO Section VII.B.1.b.	
	You must upload the Web Posting–Special NOFO CoC Consolidated Application attachment to the 4A. Attachments Screen.	
	Enter the date your CoC posted its Special NOFO CoC Consolidated Application on the CoC’s website or affiliate’s website–which included: 1. the CoC Application, and 2. Priority Listings.	10/18/2022

## 2A. System Performance

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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<b>2A-1.</b>	<b>Reduction in the Number of First Time Homeless—Risk Factors.</b>	
	Special NOFO Section VII.B.2.b.	
	Describe in the field below:	
	1. how your CoC determined which risk factors your CoC uses to identify persons becoming homeless for the first time;	
	2. how your CoC addresses individuals and families at risk of becoming homeless; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time or to end homelessness for individuals and families.	

**(limit 2,500 characters)**

The Orange County CoC uses multiple factors in determining the risk factors to predict homelessness. This starts by collecting data, the SPM Report identified 4,430 persons reporting first time homelessness, resulting in an increase from previous SPM reports. This increase can be partially attributed to the changes in the rental market and impacts to people’s income during the COVID-19 pandemic. The CoC has implemented a diversion and prevention policy, focused on strengths-based, problem-solving approaches to reduce the number of people experiencing homelessness for the first time, as the basis to identify risk factors. The CoC has worked to identify sustainable and flexible funding sources to support these activities ongoing, including leveraging funding made available through the CARES Act and ARPA. The CoC identifies and prevents individuals and families from becoming homeless by providing one-time or short-term rental and/or utility assistance or financial assistance to address transportation or employment challenges. The CoC has incorporated the use of diversion strategies at points of entry into the homeless service system to explore all available options to prevent homelessness. The CoC implemented a diversion assessment within HMIS to collect data on the types of assistance and problem-solving activities that promote housing stability and supports the evaluation of diversion efforts.

The CoC has also expanded the CES functionality to prioritize households for available homelessness prevention assistance, especially for racial and ethnic groups overrepresented among the homeless population. A CES assessment was developed by the CoC to identify risk-factors for homelessness and facilitate connection to available supportive services and/or financial assistance. This allows for valuable data to be collected by and supports the CoC in identifying specific risk factors that lead to housing instability and/or homelessness such as loss of income, history of residential instability, change in household status, interactions with corrections or emergency services. Strategic planning is ongoing to ensure that when individuals or families experience one of the above risk factors, the needed services are provided to them such as gap rental assistance, employment search assistance and services, connections to mainstream resources and/or stabilization services. The person responsible for overseeing the CoC’s strategy is the CoC Manager from the County of Orange.

2A-2.	Length of Time Homeless–Strategy to Reduce. (All Applicants)	
	Special NOFO Section VII.B.2.c.	
	Describe in the field below:	
	1. your CoC’s strategy to reduce the length of time individuals and persons in families remain homeless;	
	2. how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the length of time individuals and families remain homeless.	

(limit 2,500 characters)

The Orange County CoC continues to implement its strategy to reduce the length of homelessness (LOH) by evaluating the various components of the CoC, including street outreach, emergency shelter and permanent housing. The CoC focused on creating system flow from the programs, exiting to appropriate and positive destinations that expedites assistance for people experiencing homelessness. This includes integrating strengths-based, problem-solving approaches in street outreach and emergency shelter to divert from the homeless service system and providing family reunification programming to assist individuals and families in reuniting with existing support networks. Additionally, intensive case management and focus on housing plans are the core services in emergency shelters programs that are trauma informed. However, given the COVID-19 pandemic, the CoC experienced an overall reduction in emergency shelter bed capacity which resulted in serving less people during the same period evaluated by the System Performance Measures and also persons experiencing homelessness had increased LOH as COVID-19 protocols impacted progress towards housing efforts specially when facilities were put in isolated due to a high rate of COVID-19 cases. To further support these efforts, the Coordinated Entry System (CES) has aligned its policies and priorities to reduce the LOH a person experiences by quickly connecting them to available housing resources such as rapid rehousing, permanent supportive housing, housing choice vouchers, and affordable housing. All CoC permanent housing projects have implemented a Housing First approach and reduced barriers to program entry. To support people experiencing homelessness in securing housing, the CoC developed a housing navigation program that assists through the housing search and application process, as well as increased available resources through Rapid Rehousing programs. This is complemented by a landlord incentive program that identifies and secures available housing units that accept housing choice vouchers and other subsidies. The landlord incentive program and funding flexibilities allowed through CARES Act includes funding for double security deposit, holding fees while units await inspection, application fees, provides conflict resolution and eliminates barriers to securing permanent housing, including affordability and availability. The person responsible for overseeing the CoC's strategy is the CES Coordinator, County of Orange.

2A-3.	Successful Permanent Housing Placement or Retention. (All Applicants)	
Special NOFO Section VII.B.2.d.		
Describe in the field below how your CoC will increase the rate that individuals and persons in families residing in:		
1.	emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations; and	
2.	permanent housing projects retain their permanent housing or exit to permanent housing destinations.	

(limit 2,500 characters)

The Orange County CoC’s strategy to increase exits to permanent housing from emergency shelters, transitional housing and rapid rehousing for individuals and families includes using a Housing First approach, developing an individualized housing plan, providing housing navigation services, addressing identified barriers to housing, acquiring needed documentation, and completing forms required for housing. Housing navigation supports people experiencing homelessness when attending meetings with property management, setting appointments, and following up on housing leads. The CoC Collaborative Applicant has worked to expand available housing resources through the implementation of a landlord incentive program aimed at engaging private property owners in making housing units available through various incentives, committing to the development of 2,700 units of housing through the OC Housing Trust Fund, and working with public housing authorities on the utilization of housing choice vouchers, including homeless preference and a Move-On and Stepping-Up strategy (assist participants in “stepping up” into a more intense program intervention). The CoC Collaborative Applicant has worked with cities and other local funders to make permanent housing resources available through the Coordinated Entry System to promote a coordinated approach to exits to permanent housing destinations. The CoC leverages State and private funding to provide flexible funding that can quickly end someone’s episode of homelessness by exiting to a permanent housing destination. The CoC leverages mainstream benefits to increase income and connection to benefits, and strategically funds programs to create and expand permanent housing exits.

The CoC’s strategy to increase the rate of permanent housing placement and permanent housing retention includes a Housing First approach, increasing housing navigation services to support housing search process, leveraging mainstream resources to increase income and connection to benefits, increasing availability and diversity of housing resources, and working with landlords to resolve housing and tenant issues before they escalate. The CoC evaluates projects for exits to permanent housing and/or housing retention on a semi-annual basis and facilitates discussion with providers to share strategies that promote housing stability and increased exits to permanent housing.

<b>2A-4.</b>	<b>Returns to Homelessness–CoC’s Strategy to Reduce Rate. (All Applicants)</b>	
	Special NOFO Section VII.B.2.e.	

Describe in the field below:	
1.	how your CoC identifies individuals and families who return to homelessness;
2.	your CoC’s strategy to reduce the rate of additional returns to homelessness; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the rate individuals and persons in families return to homelessness.

**(limit 2,500 characters)**



The Orange County CoC prioritizes housing stabilization services to prevent households from returning to homelessness. The CoC developed a housing stabilization plan that is implemented by service providers creating a consistent approach to promote housing stability. The housing stabilization plan provides structure and processes to provide wrap around services, strengths-based problem-solving and employ critical time intervention strategies to increase housing retention. The CoC has develop diversion and homelessness prevention strategy that also supports the reduction of returns to homelessness. Households placed in permanent housing are educated on available resources, including mainstream benefits; employment resources; 2-1-1 helpline for referrals to community services and programs; OC Links for anyone seeking information or linkage to any Behavioral Health Services, including children and adult mental health, alcohol and drug inpatient and outpatient, crisis programs, and prevention services; and Family Resource Centers for essential family support services, education and resources. Households are also encouraged to contact the CoC agency that assist them in their journey to permanent housing placement when experiencing challenges and/or concerns of housing instability. The CoC utilizes performance metrics to measure returns to homelessness and incentivize practices that ensure long-term housing stability after program exit. The CoC evaluates HMIS data on returns to homelessness by project type every six months to identify new households who have returned to homelessness for review and discussion for re-engagement and assistance to rehouse the households. The process includes participation from service providers, offers technical assistance and support in enhancing supportive services and connections to mainstream resources to support housing retention efforts. In instances that a household returns to homelessness, service providers can view past service history in HMIS and learn about previous approaches used to assist the household. Service providers also collaborate to learn about the approaches to service delivery previously utilized, including what worked well or what did not for that household. The person responsible for overseeing the CoC’s strategy to reduce the rate individuals and persons in families return to homelessness is the Director of Operations, County of Orange’s Office of Care Coordination.

<b>2A-5.</b>	<b>Increasing Employment Cash Income–Strategy. (All Applicants)</b>	
	Special NOFO Section VII.B.2.f.	

Describe in the field below:	
1.	the strategy your CoC has implemented to increase employment cash sources;
2.	how your CoC works with mainstream employment organizations to help individuals and families increase their cash income; and
3.	provide the organization name or position title that is responsible for overseeing your CoC’s strategy to increase income from employment.

**(limit 2,500 characters)**

The Orange County CoC has implemented a strategy to increase employment cash income amongst the homeless populations, including those with disabilities and those that recently transitioned into permanent housing, in partnership with many county, city, and private partners. The strategy focusses on strengthening partnerships with local employers to increase access to and placements in sustainable jobs for individuals and families experiencing homelessness and/or recently housed. The CoC has increased its employment resource programming with the expansion of Chrysalis, an agency that assists individuals experiencing homelessness in applying, securing and maintaining employment. Along with increased collaboration and partnership with the Workforce Investment Board (WIB), Tierney Center for Veterans, Working Wardrobes, and other local employment service providers. Additionally, CoC has regular presentations and trainings on the various mainstream employment organizations that individuals and families can access to increase their income and receive support the secure income.

Our main workforce agency, Chrysalis, operates a social enterprise model in which they can hire people experiencing homeless into temporary jobs eliminating barriers to employment and ensuring homeless people gain real world skills and develop the experience needed to find and retain-long term employment. Chrysalis staff regularly provide presentations and trainings at emergency shelters to engage persons experiencing homelessness and thus reducing barriers to accessing the program. Chrysalis has continued to expand their social enterprise model and now operate out of two locations.

The CoC has been working collaboratively with the WIB to implement Assembly Bill 150 Homelessness Hiring Tax Credit to incentive employers to hire people experiencing homelessness and to support CoC agencies in understanding the needed verifications for people experiencing homelessness to be determined eligible.

The CoC is committed to increasing employment income and regularly evaluates this performance metric every six months for all the project types in the homeless system of care. This provides an opportunity for service providers to share strategies and progress to date on increasing employment amongst clients and helps CoC evaluate its current strategy and make changes as needed. Person responsible for overseeing CoC's strategy is the CoC Manager, County of Orange.

2A-5a.	Increasing Non-employment Cash Income—Strategy. (All Applicants)	
	Special NOFO Section VII.B.2.f.	
	Describe in the field below:	
1.	the strategy your CoC has implemented to increase non-employment cash income;	
2.	your CoC's strategy to increase access to non-employment cash sources; and	

	<p>3. provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase non-employment cash income.</p>
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(limit 2,500 characters)

Orange County CoC has focused on developing the needed resources and infrastructure programming that assist people in increasing non-employment cash income and cash resources, including implementation of SSI/SSDI Outreach, Access and recovery (SOAR). CoC has a strong partnership with the Social Services Agency (SSA) who oversees mainstream resources available in the jurisdiction, including application and eligibility processes for Supplemental Nutrition Assistance Program, General Relief, Temporary Assistance for Needy Families, and Cash Assistance Program for Immigrants. SSA provides presentations to CoC on mainstream resources, including eligibility and application process. SSA reduces barriers to access by supporting homeless person with expedited application processes and targeted outreach to support with redeterminations, so benefits are not discontinued. CoC received technical assistance from SAMHSA to implement SOAR, which has led to CoC agencies receiving SOAR training and having a SOAR Case Manager to help complete SSI/SSDI applications. CoC hosted additional SOAR Course Review Sessions and additional trainings to ensure improved participant's connection to SSI/SSDI. The CoCs strategy to increase access to non-employment cash resources includes Housing and Disability Advocacy Program (HDAP) and street outreach. Through HDAP, CoC has regional approach to assisting individuals experiencing homelessness with a disability in applying for disability benefits and connecting them to immediate housing assistance, including emergency shelter and permanent housing options through a Housing First approach. HDAP has a strong focus on street outreach to assist in identifying and prioritizing individuals experiencing chronic homelessness and individuals with severe service needs. HDAP supports unsheltered individuals increasing income and would be helpful in addressing barriers to permanent housing. CoC also works closely with the Veteran Service Office to determine what financial benefits veterans experiencing homelessness are eligible for and completing the needed applications and submitting documentation to help veterans maximize their veteran benefits, including seeking upgrades for character of discharge. OC4Vets, a veteran-focused street outreach team, supports unsheltered individuals reach out to the Veteran Service Office. Person overseeing CoC's strategy is the CoC Administrator, County of Orange.

## 2B. Coordination and Engagement–Inclusive Structure and Participation

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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2B-1.	<b>Inclusive Structure and Participation–Participation in Coordinated Entry. (All Applicants)</b>	
	Special NOFO Sections VII.B.3.a.(1)	

In the chart below for the period from May 1, 2021 to April 30, 2022:	
1.	select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC’s coordinated entry system; or
2.	select Nonexistent if the organization does not exist in your CoC’s geographic area:

	Organization/Person	Participated in CoC Meetings	Voted, Including Electing of CoC Board Members	Participated in CoC’s Coordinated Entry System
1.	Affordable Housing Developer(s)	Yes	Yes	Yes
2.	Agencies serving survivors of human trafficking	Yes	Yes	Yes
3.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
4.	CoC-Funded Victim Service Providers	Yes	Yes	Yes
5.	CoC-Funded Youth Homeless Organizations	Yes	Yes	Yes
6.	Disability Advocates	Yes	Yes	Yes
7.	Disability Service Organizations	Yes	Yes	Yes
8.	Domestic Violence Advocates	Yes	Yes	Yes
9.	EMS/Crisis Response Team(s)	Yes	Yes	No
10.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
11.	Hospital(s)	Yes	Yes	No
12.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent	No	No
13.	Law Enforcement	Yes	Yes	Yes
14.	Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Advocates	Yes	Yes	Yes
15.	LGBTQ+ Service Organizations	Yes	Yes	Yes
16.	Local Government Staff/Officials	Yes	Yes	Yes
17.	Local Jail(s)	Yes	No	No
18.	Mental Health Service Organizations	Yes	Yes	Yes
19.	Mental Illness Advocates	Yes	Yes	Yes

20.	Non-CoC Funded Youth Homeless Organizations	Yes	Yes	Yes
21.	Non-CoC-Funded Victim Service Providers	Yes	Yes	Yes
22.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	Yes
23.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	Yes
24.	Organizations led by and serving people with disabilities	Yes	Yes	Yes
25.	Other homeless subpopulation advocates	Yes	Yes	Yes
26.	Public Housing Authorities	Yes	Yes	Yes
27.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
28.	Street Outreach Team(s)	Yes	Yes	Yes
29.	Substance Abuse Advocates	Yes	Yes	Yes
30.	Substance Abuse Service Organizations	Yes	Yes	Yes
31.	Youth Advocates	Yes	Yes	Yes
32.	Youth Service Providers	Yes	Yes	Yes
	Other:(limit 50 characters)			
33.	Commission to End Homelessness	Yes	Yes	Yes
34.				

2B-2.	Open Invitation for New Members. (All Applicants)	
	Special NOFO Section VII.B.3.a.(2), V.B.3.g.	

	Describe in the field below how your CoC:
1.	communicated the invitation process annually to solicit new members to join the CoC;
2.	ensured effective communication with individuals with disabilities, including the availability of accessible electronic formats;
3.	conducted outreach to ensure persons experiencing homelessness or formerly homeless persons are encouraged to join your CoC; and
4.	invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, other People of Color, persons with disabilities).

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has an open invitation for new membership year-round. The CoC Collaborative Applicant facilitates CoC engagement and participation from organizations, local governments, and individuals, that are seeking to get involved in the CoC and address homelessness in Orange County. Twice a year, the CoC actively solicits new membership at its CoC Board and Committee meetings and through email distribution lists reaching hundreds in the community. The process to join the CoC membership has been simplified to encourage participation from a diverse stakeholder, including public health, behavioral health and healthcare providers, employment organizations, affordable housing developers, victim service organizations, youth service providers, advocates, and people with current or past lived experience of homelessness. The email distribution method ensures effective communication with individuals with disabilities and increases accessibility to the public who may not be able to attend meetings. Information on how to become a CoC member is also included in the webpage of the CoC where the public may access information regarding the CoC. The CoC webpage is compliant with screen reader technologies and tabbing, and may be translated in other languages, including Simplified Chinese, Korean, Spanish, and Vietnamese. The CoC holds public meetings in ADA accessible spaces and accommodates persons with disabilities.

The CoC has established the Lived Experience Advisory Committee (LEAC) to engage and include people with current or past lived experience of homelessness in the feedback and decision-making process to best improve policies and procedures of the CoC. The CoC worked with the LEAC to conduct outreach to ensure persons experiencing homelessness or formerly homeless persons are encouraged to join the CoC.

The CoC Collaborative Applicant has conducted targeted outreach and worked with the Office of Population Health Equity to engage organizations serving culturally specific communities and underserved communities. The CoC Collaborative Applicant has strategically worked to provide CoC updates at other formal meetings and community meetings that aim to address homelessness, housing and/or healthcare delivery. This has included providing an overview of the CoC and invitations to participate in future meetings to help address LGBTQ+ and racial disparities and ensure equity in the CoC.

2B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness. (All Applicants)	
	Special NOFO Section VII.B.3.a.(3)	

Describe in the field below how your CoC:	
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information; and
3.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has monthly and bi-monthly meetings that are open to the public, including the CoC Board and Policies, Procedures and Standards (PPS) Committee, which encourage participation from a broad array of organizations and individuals that have knowledge of homelessness or an interest in preventing and ending homelessness by providing an opportunity for public comment and input on policy and program discussions. Meeting agendas with accompanying materials are posted at least 72 hours in advance, and presentations and minutes are made available to the public following the meeting. Items are presented at minimum at one CoC Committee for discussion and feedback prior to consideration by the CoC Board thus ensuring community engagement and input.

Meetings are well attended by stakeholders, including CoC-funded agencies, community- and faith-based organizations, cities, ESG-entitlement jurisdictions, legal aid organizations, advocate groups, and people with current or past experience of homelessness. Participation includes representation of racial and ethnic groups that are overrepresented in the local homeless population to help promoting racial equity and improvements or new approaches to preventing and ending homelessness. The CoC has representation in the Commission to End Homelessness which largely focusses on homelessness policy for the County of Orange and provides direct service perspective and input and engages leaders within the system of care.

The CoC Collaborative Applicant coordinated and facilitated listening sessions and focus groups where organizations, community members and individuals with current or past experience of homelessness are able to discuss strategies and efforts to addressing homelessness, including improvements or new approaches to preventing and ending homelessness, in the CoC by covering a broad range of topics, including system improvement and new approaches to addressing homelessness. The CoC provides an opportunity for written feedback using online surveys and email communication. Additionally, to encourage participation from a broad array of organizations and individuals, these were announced through email distribution lists and included an opportunity to provide feedback through online surveys. This information has been compiled and presented to the CoC Board for discussion, action, and inclusion in the CoC’s vision and strategic plan to address homelessness.

<b>2B-4.</b>	<b>Public Notification for Proposals from Organizations Not Previously Funded. (All Applicants)</b>	
	Special NOFO Section VII.B.3.a.(4)	

	Describe in the field below how your CoC notified the public:
1.	that your CoC’s local competition was open and accepting project applications;
2.	that your CoC will consider project applications from organizations that have not previously received CoC Program funding;
3.	about how project applicants must submit their project applications;
4.	about how your CoC would determine which project applications it would submit to HUD for funding; and
5.	how your CoC effectively communicated with individuals with disabilities, including making information accessible in electronic formats.

**(limit 2,500 characters)**

The Orange County CoC made public notification for the local competition process through announcements at public meetings, including the CoC Board and CoC Committees, through email distribution lists, and posting on the CoC webpage. The CoC webpage is compliant with screen reader technologies and tabbing, and may be translated in other languages, including Simplified Chinese, Korean, Spanish, and Vietnamese. The email distribution list includes all agencies operating a human served contract for the County of Orange (County) that is generated by the County Procurement Office for targeted outreach reaching hundreds of organizations, the majority being non-CoC Program funded, and stakeholders in the community, as these have been compiled over the years. The CoC Collaborative Applicant was able to ensure effective communication with individuals with disabilities.

The CoC issued a Request for Proposals (RFP) for the CoC Unsheltered NOFO as recommended by the CoC Board on July 12, 2022. The RFP clearly outlines the threshold, technical, document and quality requirements of the new proposed projects, as well as information related to the start and end date of solicitation process, target populations, eligible project types, and submission process. The CoC Collaborative Applicant also hosted a bidder's conference open to all organizations, including those not previously receiving CoC Program funding, to review the funding opportunity as released by HUD and the components of the locally issued RFP. The CoC Collaborative Applicant accepted questions and provided technical assistance related to the local CoC Program competition process to interested applicants, including those who may not be as familiar with the CoC Program.

The CoC Collaborative Applicant identified an ad hoc comprised of non-conflicted members that would evaluate proposals as described in the review and ranking section of the RFP. The ad hoc reviewed the proposals individually and then met to have a collective discussion on the proposals, including strengths and weaknesses of each proposal. The ad hoc reached unanimous consensus on the proposals to be recommended for inclusion in the project priority listings to be submitted to HUD for funding to the CoC Board for approval during the September 28, 2022, meeting. The selected proposals and declined proposals were notified of their status on September 28, 2022, following action from the CoC Board.



## 2C. Coordination / Engagement—with Federal, State, Local, Private, and Other Organizations

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

2C-1.	Coordination with Federal, State, Local, Private, and Other Organizations. (All Applicants)	
	Special NOFO Section VII.B.3.b.	
	In the chart below:	
	1. select yes or no for entities listed that are included in your CoC’s coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or	
	2. select Nonexistent if the organization does not exist within your CoC’s geographic area.	

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with Planning or Operations of Projects
1.	Funding Collaboratives	Yes
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Yes
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes
12.	Organizations led by and serving LGBTQ+ persons	Yes
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	Yes
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	Yes
	Other:(limit 50 characters)	
18.		

2C-2.	CoC Consultation with ESG Program Recipients. (All Applicants)	
	Special NOFO Section VII.B.3.b.	

Describe in the field below how your CoC:	
1.	consulted with ESG Program recipients in planning and allocating ESG funds;
2.	participated in evaluating and reporting performance of ESG Program recipients and subrecipients;
3.	provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area; and
4.	provided information to Consolidated Plan Jurisdictions to address homelessness within your CoC's geographic area so it could be addressed in Consolidated Plan update.

**(limit 2,500 characters)**

The Orange County Continuum of Care (CoC) coordinated with the five Emergency Solutions Grant (ESG)-entitlement jurisdictions in Orange County, inclusive of the Cities of Anaheim, Garden Grove, Irvine and Santa Ana and the County of Orange, for the planning and allocation of ESG, as well as other federal and state funding sources. This included multiple meetings to discuss the eligible activities to be funded by each jurisdiction, Coordinated Entry System involvement, planning and implementation process.

The CoC Collaborative Applicant routinely participates in higher-level discussions regarding housing priorities impacting the CoC's homeless population as well as conducts a gap and needs assessment to identify priorities for funding. The ESG recipient service data is maintained in the HMIS and included in the system reports utilized by the CoC in the evaluation and reporting of the ESG subrecipient performance against identified performance outcomes. To support this process, the CoC has been working to train ESG subrecipients in the requirements of HMIS required data fields and has developed coordinated data collection systems that align HMIS to internal contract monitoring system, and sub-recipient data management systems to ensure the capture of all relevant and required outcomes and outputs.

The CoC meet with the five ESG-entitlement jurisdictions to review the adopted ESG written standards to identify areas of improvement as well as foster a deeper understanding of the ESG interventions and service delivery models. The CoC provided the ESG and Consolidated Plan jurisdictions with data to support the addressed in Consolidated Plan update process. This included data from the Point In Time (PIT) and Housing Inventory Count (HIC) to assist in the planning process and understanding of available homeless services resources. The CoC ensures local homelessness information is communicated by sharing a public online dashboard of PIT and HIC data and by responding to requests for specific data reports. The CoC Board membership includes representation from the ESG recipients or subrecipients and encourages participation in the review and updating of the CoC policies and procedures through active participation on the monthly meetings of the CoC. ESG recipient and sub-recipient organizations are active members of the CoC, participating in CoC committees year-round and ensuring consistent communication on efforts of the CoC to prevent and address homelessness.

2C-3.	Discharge Planning Coordination. (All Applicants)
	Special NOFO Section VII.B.3.c.

Select yes or no in the chart below to indicate whether your CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.

1.	Foster Care	Yes
2.	Health Care	Yes
3.	Mental Health Care	Yes
4.	Correctional Facilities	Yes

2C-4.	CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts. (All Applicants)
	Special NOFO Section VII.B.3.d.

Select yes or no in the chart below to indicate the entities your CoC collaborates with:

1.	Youth Education Provider	Yes
2.	State Education Agency (SEA)	Yes
3.	Local Education Agency (LEA)	Yes
4.	School Districts	Yes

2C-4a.	CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts–Formal Partnerships. (All Applicants)
	Special NOFO Section VII.B.3.d.

Describe in the field below:

1.	how your CoC collaborates with the entities checked in Question 2C-4; and
2.	the formal partnerships your CoC has with the entities checked in Question 2C-4.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has a seat for a McKinney Vento representation on the CoC Board. That seat is filled by a staff person from the Orange County Department of Education (OCDE). The CoC has regular contact with the OCDE to discuss the efforts to prevent and address homelessness in the CoC and provide opportunity for further education and collaboration on the issue of education and homelessness.

OCDE Homeless Outreach to Promote Educational Success (HOPES) Collaborative is a member of the CoC, participates in the CoC Board and Committee meetings, and provides regular presentations on how to connect and coordinate with the Local Education Agencies (LEA) and state education agency (SEA) in public Kinder to 12th grade education and national agencies serving families at risk of homelessness and experiencing homelessness. Ongoing collaborative partnerships between LEAS, McKinney-Vento Liaisons and OCDE HOPES Collaborative with CoC-funded agencies, CoC member agencies, Coordinated Entry System (CES) access points for families and the Family Solutions Collaborative (FSC) for housing education, access, services, and support.

The CoC regularly ensures appropriate and current information is being provided to individuals and families who become homeless and may need to access education services. Printed materials are available in English and Spanish, and support and services are provided in the preferred language. On the local level OCDE HOPES Collaborative provides technical assistance, education and outreach to schools and public charter schools in Orange County and liaisons with school personnel, families, the community, service providers and agencies on McKinney-Vento Homeless Education and housing assistance via the CoC and CES. The FSC, a coalition of family service nonprofits, provides information, resources and trainings on how to best connect families at risk of homelessness or experiencing homelessness and further support the work of OCDE HOPES Collaborative McKinney Vento Liaison Network to connect and access housing assistance. The FSC often meets with families at school during drop-off and pick-up times to facilitate access to services. At least 80 percent of the homeless service agencies serving families, households with minor children, collaborate with LEAs across 20 school districts and seven universities. Of these approximately one-third are formal partnerships in the form of Memorandum of Understanding and Letter of Agreements.

2C-4b.	CoC Collaboration Related to Children and Youth—Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services. (All Applicants)	
	Special NOFO Section VII.B.3.d.	

Describe in the field below written policies and procedures your CoC adopted to inform individuals and families who become homeless of their eligibility for educational services
---

(limit 2,500 characters)

Answer:

The Orange County Department of Education (OCDE), in accordance with the requirements of the U.S. Department of Education, has Local Education Agencies (LEAs) designate a McKinney- Vento liaison that coordinates with the Orange County CoC and have developed written policies and procedures to:

- 1.Ensure appropriate and current information is being provided to individuals and families who become homeless and may need to access education services,
- 2.Quickly identify children and youth experiencing and ensuring school enrollment so they may have equal opportunity to succeed in their education,
- 3.Verify eligibility for additional supportive services and provide a letter confirming eligibility,
- 4.Inform parents/guardian or youth of eligible and appropriate services, including transportation, Head Start, early intervention special education and vocational education,
- 5.Review educational rights with parents of homeless student(s),
- 6.Assist students in obtaining referrals to health care, dental, mental health, substance abuse, housing, and other services,
- 7.Ensure access to academic tutoring and counseling services for children and youth,
- 8.Facilitate problem solving conversations to address disagreements between students and school districts to reach acceptable solutions, and
- 9.Make referrals and facilitate linkages to other supportive services in the System of Care to address the homeless student’s needs, including connection to healthcare, behavioral health services, housing, mainstream benefits and supportive services.

In instances when the family is fleeing domestic violence, the CoC victim service provider and McKinney-Vento Liaison support the family in enrolling the child(ren) into a school of their choice and work to ensure their safety and educational rights.

The Orange County CoC will be working with the OCDE and LEAs to update the written policies and procedures to ensure that it has the most up to date information that would support individuals and families who become homeless of their eligibility for educational services, given the new technologies and resources made available following the COVID-19 pandemic. The CoC will also explore expanding written policies and procedures regarding potential supports in both traditional and non-traditional education settings such as community centers and tutoring opportunities for youth who are homeless and at risk of becoming homeless (couch-surfers).

2C-5.	Mainstream Resources–CoC Training of Project Staff. (All Applicants)	
	Special NOFO Section VII.B.3.e.	

Indicate in the chart below whether your CoC trains project staff annually on the following mainstream resources available for program participants within your CoC’s geographic area:

	Mainstream Resource	CoC Provides Annual Training?
1.	Food Stamps	Yes
2.	SSI–Supplemental Security Income	Yes
3.	TANF–Temporary Assistance for Needy Families	Yes
4.	Substance Abuse Programs	Yes
5.	Employment Assistance Programs	Yes
6.	Other	Yes

2C-5a.	Mainstream Resources–CoC Collaboration with Project Staff Regarding Healthcare Organizations. (All Applicants)	
	Special NOFO Section VII.B.3.e.	

Describe in the field below how your CoC:	
1.	systemically provides up-to-date information on mainstream resources available for program participants (e.g., Food Stamps, SSI, TANF, substance abuse programs) within your CoC's geographic area;
2.	works with project staff to collaborate with healthcare organizations to assist program participants with enrolling in health insurance;
3.	provides assistance to project staff with the effective use of Medicaid and other benefits; and
4.	works with projects to promote SOAR certification of program staff.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has a strong partnership with the Social Services Agency (SSA) who oversees mainstream benefits, including application and eligibility processes. SSA provides presentations to the CoC to promote connections to mainstream benefits including Food Stamps, Restaurants Meal Program, Temporary Assistance for Needy Families (TANF), MediCaid, and General Relief. SSA coordinates directly with service providers to provide targeted outreach to people experiencing homelessness to reduce barriers to access and expedite the benefits application process. SSA goes onsite to homeless service programs to process mainstream benefit applications, conduct eligibility determinations and award benefits the same day, on a regular basis.

The CoC receives information regarding mainstream resources and benefits through emails, website updates, and regular participation in meetings with state and federal agencies. This up-to-date information is shared with the CoC through email distribution and at meetings list to support increased access and knowledge on mainstream resources.

The CoC coordinates access to VA Healthcare Services at the main campus and satellite clinics for homeless veterans. The CoC works with Health Care Agency's Public Health Nurses who provide nursing case management to the homeless population to link them to health insurance, primary care and facilitate access to COVID-19 vaccines. The CoC collaborates with healthcare organizations including Federally Qualified Health Centers, Health Care for the Homeless programs, CalAIM and the County-organized health system CalOptima Health to ensure participants access medical and mental health services. The CoC is coordinating with CalOptima Health on the development of a CoC-wide street medicine program that will support people experience homelessness connect to a medical home and receive ongoing and timely medical assistance, as well as leveraging healthcare resources.

The CoC also promotes SOAR certification and encourages homeless service providers to provide SOAR training to staff through online courses and/or webinars. The CoC received technical assistance from SAMHSA to implement SOAR, which has led to CoC agencies receiving SOAR training and having a SOAR Case Manager to help complete SSI/SSDI applications. The CoC hosted additional SOAR Course Review Sessions and additional trainings to ensure improved participant's connection to SSI/SSDI.

### 3A. New Projects With Rehabilitation/New Construction Costs

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3A-1.	Rehabilitation/New Construction Costs–New Projects. (Rural Set Aside Only).	
	Special NOFO Section VII.A.	
	If the answer to the question below is yes, you must upload the CoC Letter Supporting Capital Costs attachment to the 4A. Attachments Screen.	
	Is your CoC requesting funding for any new project(s) under the Rural Set Aside for housing rehabilitation or new construction costs?	No



### 3B. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3B-1.	Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	

Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?	No
--	----

3B-2.	Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	
	You must upload the Project List for Other Federal Statutes attachment to the 4A. Attachments Screen.	
	If you answered yes to question 3B-1, describe in the field below:	
	1. how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and	
	2. how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act.	

(limit 2,500 characters)

The Orange County Continuum of Care is not requesting to designate any project component to serve families with children or youth experiencing homelessness as defined by other Federal statutes.

## 4A. Attachments Screen For All Application Questions

Please read the following guidance to help you successfully upload attachments and get maximum points:

- |  |    |   |
|--|----|---|
|  | 1. | You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete.  |
|  | 2. | You must upload an attachment for each document listed where 'Required?' is 'Yes'   |
|  | 3. | We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images and reduces file size. Many systems allow you to create PDF files as a Print Option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube. |
|  | 4. | Attachments must match the questions they are associated with.  |
|  | 5. | Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process.  |
|  | 6. | If you cannot read the attachment, it is likely we cannot read it either.<br>- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).<br>- We must be able to read everything you want us to consider in any attachment.                           |
|  | 7. | Open attachments once uploaded to ensure they are the correct attachment for the required Document Type.  |

Document Type	Required?	Document Description	Date Attached
1B-1. Local Competition Announcement	Yes	1B-1. Local Compe...	10/15/2022
1B-2. Local Competition Scoring Tool	Yes	1B-2. Local Compe...	10/15/2022
1B-3. Notification of Projects Rejected-Reduced	Yes	1B-3. Notificatio...	10/15/2022
1B-3a. Notification of Projects Accepted	Yes	1B-3a. Notificati...	10/18/2022
1B-4. Special NOFO CoC Consolidated Application	Yes	1B-4. Special NOF...	10/19/2022
3A-1. CoC Letter Supporting Capital Costs	No	3A-1. CoC Letter ...	10/18/2022
3B-2. Project List for Other Federal Statutes	No	3B-2. Project Lis...	10/18/2022
Plan. CoC Plan	Yes	Orange County CoC...	10/20/2022
P-1. Leveraging Housing Commitment	No	P-1. Leveraging H...	10/18/2022
P-1a. PHA Commitment	No	P-1a. PHA Commitment	10/19/2022
P-3. Healthcare Leveraging Commitment	No	P-3. Healthcare L...	10/18/2022
P-9c. Lived Experience Support Letter	No	P-9c. Lived Exper...	10/15/2022

## **Attachment Details**

**Document Description:** 1B-1. Local Competition Announcement

## **Attachment Details**

**Document Description:** 1B-2. Local Competition Scoring Tool

## **Attachment Details**

**Document Description:** 1B-3. Notification of Projects Rejected

## **Attachment Details**

**Document Description:** 1B-3a. Notification of Projects Accepted

## **Attachment Details**

**Document Description:** 1B-4. Special NOFO CoC Consolidated Application

## **Attachment Details**

**Document Description:** 3A-1. CoC Letter Supporting Capital Costs

## **Attachment Details**

**Document Description:** 3B-2. Project List for Other Federal Statutes

## **Attachment Details**

**Document Description:** Orange County CoC Plan

## **Attachment Details**

**Document Description:** P-1. Leveraging Housing Commitment

## **Attachment Details**

**Document Description:** P-1a. PHA Commitment

## **Attachment Details**

**Document Description:** P-3. Healthcare Leveraging Commitment

## Attachment Details

**Document Description:** P-9c. Lived Experience Support Letter

## Submission Summary

Ensure that the Special NOFO Project Priority List is complete prior to submitting.

Page	Last Updated
1A. CoC Identification	10/15/2022
1B. Project Review, Ranking and Selection	10/15/2022
2A. System Performance	10/18/2022
2B. Coordination and Engagement	10/15/2022
2C. Coordination and Engagement–Con't.	10/15/2022
3A. New Projects With Rehab/New Construction	No Input Required
3B. Homelessness by Other Federal Statutes	10/15/2022
4A. Attachments Screen	10/20/2022
Submission Summary	No Input Required

CoC Special NOFO

1B-1 Local Competition Deadline

[Home](#) / [About HCA](#) / [Director's Office](#) / [Office of Care Coordination](#) / [Homeless Services](#) / [Continuum of Care](#) / [CoC Special NOFO](#)

- CoC Special NOFO**
- Continuum of Care - Additional Documents
- Continuum of Care Board Nomination & Election
- Continuum of Care General Membership
- FY 2022 CoC Program NOFO
- Lived Experience Advisory Committee Recruitment

# COC SPECIAL NOFO

The U.S. Department of Housing and Urban Development (HUD) is making approximately \$322 million in funding available through a Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity (CoC Special NOFO). Funding will be utilized to support communities in developing plans to address rural and unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness.

Eligible project types for this funding include Permanent Housing (Rapid Rehousing and Permanent Supportive Housing), Joint Transitional Housing and Rapid Rehousing, Supportive Services Only, and Homeless Management Information Systems (HMIS).

The County of Orange's Office of Care Coordination serving as the Collaborative Applicant for the Orange County Continuum of Care (CoC) has identified this funding as an important opportunity to support the ongoing efforts to address unsheltered homelessness in Orange County.

### Timeline

The CoC Special NOFO application for the three-year grant is due on October 20, 2022. HUD's timeline for the application process can be viewed below. The Orange County CoC will be developing a local process, including activities and timeline, to support the development of new projects in response to the CoC Special NOFO.

Date	Activity
June 22, 2022	Funding opportunity announcement
August 9, 2022	RFP released
September 7, 2022	RFP closes, submittals are due by 12:00 p.m. PDT
September 20, 2022	Deadline for project applications to be submitted to the CoC



### Timeline

The CoC Special NOFO application for the three-year grant is due on October 20, 2022. HUD's timeline for the application process can be viewed below. The Orange County CoC will be developing a local process, including activities and timeline, to support the development of new projects in response to the CoC Special NOFO.

Date	Activity
June 22, 2022	Funding opportunity announcement
August 9, 2022	RFP released
September 7, 2022	RFP closes, submittals are due by 12:00 p.m. PDT
September 20, 2022	Deadline for project applications to be submitted to the CoC
October 5, 2022	Deadline for project applicants to receive notification whether their project application(s) will be accepted and ranked on the CoC Priority Listing, rejected, or reduced by the CoC
October 17, 2022	Consolidated Application to be posted for CoC
October 20, 2022	Application Deadline to submit to HUD

The CoC Special NOFO funding application includes several activities and requirements to be completed, including a CoC Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs (CoC Plan). The Office of Care Coordination will be working to facilitate stakeholder engagement and feedback through the development of the plan and will return to the CoC Board for the plan's approval.

### Request for Proposals (RFP)

The County of Orange is seeking proposals from qualified organizations to provide services to individuals and families experiencing homelessness as part of the application for the CoC Special NOFO to Address Unsheltered Homelessness.

- **Bid Title:** Request for Proposals for Special Notice of Funding Opportunity (NOFO) to Address Unsheltered Homelessness
- **Bid Starts:** August 9, 2022 at 6:15 p.m.
- **Bid Ends:** September 7, 2022 at 12:00 p.m.

The RFP for the Special NOFO to Address Unsheltered Homelessness is available below with needed application materials. All project proposals must be submitted by September 7, 2022, at 12:00 p.m. Pacific Daylight Time (PDT).

The CoC Special NOFO funding application includes several activities and requirements to be completed, including a CoC Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs (CoC Plan). The Office of Care Coordination will be working to facilitate stakeholder engagement and feedback through the development of the plan and will return to the CoC Board for the plan's approval.

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- **Bid Ends:** September 7, 2022 at 12:00 p.m.

The RFP for the Special NOFO to Address Unsheltered Homelessness is available below with needed application materials. All project proposals must be submitted by **September 7, 2022, at 12:00 p.m. Pacific Daylight Time (PDT)**.

- [RFP Detailed Description: Special NOFO to Address Unsheltered Homelessness](#)
- [RFP Application: Special NOFO to Address Unsheltered Homelessness](#)

#### Submittal Instructions

Applicant Agencies are to ensure Special NOFO proposal submittals include:

- One (1) printed original with signatures and three (3) complete copies in binders with clearly marked tab dividers for all exhibits, attachments, and supporting documents. Clearly marked original and copies.
- One (1) electronic copy via DropBox of the Request for Proposals Submittal - exhibits, attachments, and supporting documents - to be organized and separated per Document Presentation Requirements.

It is the sole responsibility of the Agency to ensure that delivery is made prior to the due date and time. The Special NOFO Project Application including all Exhibits and Attachments in response to the RFP must be hand delivered by **12:00 pm PDT on September 7, 2022**, electronically via DropBox, and also printed binder submissions to:

County Executive Office

Attention: Felicia Boehringer

405 W. 5th Street, Suite 685

Santa Ana, CA 92701

(714) 834-4454

[FBoehringer@ochca.com](mailto:FBoehringer@ochca.com)

#### Questions

The Office of Care Coordination is available to answer questions on the RFP for the Special NOFO, application deadlines, process, training, or to provide copies of application materials specific to the Orange County CoC. For further questions

documents to be organized and separated per Document Presentation Requirements.

It is the sole responsibility of the Agency to ensure that delivery is made prior to the due date and time. The Special NOFO Project Application including all Exhibits and Attachments in response to the RFP must be hand delivered by 12:00 pm PDT on September 7, 2022, electronically via DropBox, and also printed binder submissions to:

County Executive Office

Attention: Felicia Boehringer

405 W. 5th Street, Suite 685

Santa Ana, CA 92701

(714) 834-4454

[FBoehringer@ochca.com](mailto:FBoehringer@ochca.com)

#### Questions

The Office of Care Coordination is available to answer questions on the RFP for the Special NOFO, application deadlines, process, training, or to provide copies of application materials specific to the Orange County CoC. For further questions or technical assistance, please email the Office of Care Coordination at [CareCoordination@ochca.com](mailto:CareCoordination@ochca.com) and Carbon Copy (Cc) Felicia Boehringer ([FBoehringer@ochca.com](mailto:FBoehringer@ochca.com)) and Zulima Lundy ([ZLundy@ochca.com](mailto:ZLundy@ochca.com)).

#### Documents and Links

- [July 12, 2022 CoC Board Special Meeting Agenda Item 1 - Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity \(CoC Special NOFO\)](#)
- [HUD's CoC Supplemental to Address Unsheltered and Rural Homelessness Website](#)
- [HUD's CoC Special Notice of Funding Opportunity](#)
- [HUD's CoC Special NOFO Press Release](#)

#### SHARE THIS



## 1B-2 Local Competition Scoring Tool

Orange County Continuum of Care Special Notice of Funding Opportunity to Address Unsheltered Homelessness Request for Proposals  
Ad Hoc Scoring Sheet

Ad Hoc Member Name:

Applicant and Project Name:

Criterion	Criterion and description of basis for assigning points	Maximum Points	Reviewer Score	Comments
<b>1. CoC Participation</b>	<ul style="list-style-type: none"> <li>• Applicant has demonstrated participation and involvement in the Orange County CoC and core activities of the CoC, such as Point In Time Count and Housing Inventory Count.</li> <li>• Applicant participates in the local HMIS and completes timely and curate data submissions, as requested.</li> <li>• Applicant participates in the local CES.</li> <li>• <a href="#">Reference Exhibit 3</a></li> <li>• <a href="#">Recommendation – Assigning 2 points per section in Exhibit 3: Local participation, HMIS, PIT, HIC, and CES</a></li> </ul>	Up to 10 points		
<b>2. Capacity of Applicant and Partners</b>	<ul style="list-style-type: none"> <li>• Past and current relevant experience in providing housing and services related to those in this solicitation, including evaluation of current and similar project types</li> <li>• Past and current relevant experience in effectively utilizing federal funds and performing the activities proposed in the application, including, administrative, financial, and programmatic components</li> <li>• <a href="#">Reference Exhibit 2, Exhibit 5 (Questions 1 to 4), and Section 2B in the E-Snaps Application.</a></li> </ul>	Up to 10 points		
<b>3. Applicant Service Experience and Approach</b>	<ul style="list-style-type: none"> <li>• Applicant has demonstrated experience in working with target population to quickly secure housing, make connections to supportive services, and promote housing stability.</li> <li>• Applicant described service delivery approach for serving people with severe service needs.</li> <li>• Applicant described service delivery approach to serving underserved communities.</li> <li>• Applicant described data driven approach to service delivery.</li> <li>• <a href="#">Reference Exhibit 5 (Questions 5 to 12), and Section 2B in the E-Snaps Application</a></li> </ul>	Up to 20 points		

<p><b>4. Involving Persons with Lived Experience</b></p>	<ul style="list-style-type: none"> <li>• Applicant has a member on Board of Director’s with current and/or experience of homelessness. <a href="#">Reference Attachment 2</a></li> <li>• Applicant ensures perspectives of people with lived experience of homelessness are meaningfully and intentionally integrated into the decision-making process. <a href="#">Reference Exhibit 6</a></li> <li>• Applicant practices meaningful involvement of people with lived experience in the delivery of services. <a href="#">Reference Exhibit 6</a></li> <li>• <a href="#">Recommendation – Assign 2 points to Board od Directors and 4 points per question in Exhibit 6</a></li> </ul>	<p>Up to 10 points</p>		
<p><b>5. Proposed Project-Service Plan and Supportive Services</b></p>	<ul style="list-style-type: none"> <li>• Proposed project, including service plan and supportive services, is appropriate for the household type and/or subpopulation.</li> <li>• Proposed project includes strategies to assist participants to obtain and remain in permanent housing, increase their employment and/or income and maximum their ability to live independently. <a href="#">Reference Section 4A in the E-Snaps Application</a></li> <li>• Proposed project will implement a Housing first, client-centered approach and evidence-based practices in program operations. In order to receive full points, applicants must clearly describe the evidence-informed practices that the project will use in policies, procedures, and operations. <a href="#">Reference Exhibit 7 (Question 8) and Attachment 13</a></li> <li>• Proposed project will have tailored approach to serve people with severe service needs and underserved communities. <a href="#">Reference Exhibit 7 (Questions 9 -14) and Section 4A in the E-Snaps Application</a></li> <li>• Proposed project will aim to leverage housing resources and/or health care resources. <a href="#">Reference Exhibit 8</a></li> <li>• <a href="#">Note: Based on the Ad Hoc’s discussion this is of particular importance when addressing severe service needs, underserved communities and unsheltered homelessness. These should also be appropriate based on the project type being proposed.</a></li> </ul>	<p>Up to 25 points</p>		
<p><b>6. Outcomes</b></p>	<ul style="list-style-type: none"> <li>• Proposed performance outcomes (not outputs) that will be achieved by the project and how data will be used to measure those outcomes and determine success.</li> </ul>	<p>Up to 10 points</p>		

	<ul style="list-style-type: none"> <li>Proposed performance outcomes should focus on participants housing placement and permanent housing retention, as well as improved quality of life, rather than measuring the amount or types of services provided (not outputs).</li> <li>Reference Section 3B, 5A and 5B in the E-Snaps Application</li> <li>Note: Based on the Ad Hoc's discussion this is of particular importance as the project should meaningfully reduce homelessness and promote housing stability.</li> </ul>			
<b>7. Project Readiness</b>	<ul style="list-style-type: none"> <li>Estimated schedule for the proposed project to begin operations, including housing services and supportive services activities. Full points will be given to projects that can begin soon after grant is awarded.</li> <li>Reference Section 1D Question 17 in the E-Snaps Application.</li> <li>Note: Based on Ad Hoc's discussion this is of particular importance if the project is requesting acquisition and rehabilitation funding</li> </ul>	Up to 5 points		
<b>8. Budget and Match</b>	<ul style="list-style-type: none"> <li>Budget is reasonable for type of project proposed, total number of households and participants to be served and clearly articulated.</li> <li>Applicant is able to provide the required match of at least 25% is included and documented.</li> <li>Applicant is able to demonstrate how leverage housing resources and/or health care resources contribute to the overall budget of the project proposed.</li> <li>Reference Section 6 in the E-Snaps Application</li> <li>Note: Based on Ad Hoc's discussion this is of particular importance if the project is requesting acquisition and rehabilitation funding in comparison to other budget line items</li> </ul>	Up to 10 points		
<b>Total Points</b>		<b>100</b>		

## 1B-3 Notification of Projects Rejected-Reduced



## Miranda, Jasmin

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**From:** Boehringer, Felicia  
**Sent:** Wednesday, September 28, 2022 5:08 PM  
**To:** Timothy Throne; Monica Covarrubias  
**Cc:** Lundy, Zulima; Miranda, Jasmin  
**Subject:** CoC Special NOFO Priority Listing

Hello City of Garden Grove,

The Continuum of Care (CoC) Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be rejected from the CoC Special NOFO Priority Listing.

- Roadmap to Success Program

On Wednesday, September 28, 2022, the CoC Board approved the recommendation to exclude the City of Garden Grove's proposal from the CoC Special NOFO Priority Listing. If the City of Garden Grove wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Friday, September 30, 2022, at 12 p.m.

Thank you again, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.

Best Regards,



**Felicia Boehringer, MSW**  
Continuum of Care Administrator  
County Executive Office | Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658  
Santa Ana, CA 92701  
Office: (714) 834-4454 | Cell: (714) 620-4396

## Miranda, Jasmin

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**From:** Boehringer, Felicia  
**Sent:** Wednesday, September 28, 2022 5:14 PM  
**To:** Taylor Ferguson; Tammy McMullen; Holiday Zimmerman; kylee@thehuboc.org  
**Cc:** Miranda, Jasmin; Lundy, Zulima  
**Subject:** CoC Special NOFO Priority Listing

Hello HUB OC,

The Continuum of Care (CoC) Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be rejected from the CoC Special NOFO Priority Listing.

- The Hub Resource Center Permanent Solutions

On Wednesday, September 28, 2022, the CoC Board approved the recommendation to exclude the HUB OC's proposal from the CoC Special NOFO Priority Listing. If the HUB OC wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Friday, September 30, 2022, at 12 p.m.

Thank you again, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.

Best Regards,



**Felicia Boehringer, MSW**  
Continuum of Care Administrator  
County Executive Office | Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658  
Santa Ana, CA 92701  
Office: (714) 834-4454 | Cell: (714) 620-4396

## Miranda, Jasmin

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**From:** Miranda, Jasmin  
**Sent:** Wednesday, September 28, 2022 5:38 PM  
**To:** Deby Wolford; jtoan@ifhomeless.org; jing@ifhomeless.org  
**Cc:** Lundy, Zulima; Boehringer, Felicia  
**Subject:** CoC Special NOFO Priority Listing

Hello Illumination Foundation,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project, Housing4Health, be accepted and ranked on the CoC Special NOFO Priority Listing. This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

- Housing4Health

The Continuum of Care (CoC) Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project, Bridge2Home, be rejected from the CoC Special NOFO Priority Listing.

- Bridge2Home

On Wednesday, September 28, 2022, the CoC Board approved the recommendation to exclude the Illumination Foundation's Bridge2Home proposal from the CoC Special NOFO Priority Listing. If Illumination Foundation wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Friday, September 30, 2022, at 12 p.m.

Thank you again for your continued commitment to ending homelessness for the most vulnerable in Orange County.

Please reply to this email to confirm receipt.

Sincerely,



**Jasmin Miranda**  
Staff Specialist  
County Executive Office | Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658  
Santa Ana, CA 92701  
Office: (714) 834-3163

## 1B-3a Notification of Projects Accepted

## Miranda, Jasmin

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**From:** Boehringer, Felicia  
**Sent:** Wednesday, September 28, 2022 5:17 PM  
**To:** Madelynn Hirneise; Nishtha Mohendra; Natalie Rodolfo  
**Cc:** Lundy, Zulima; Miranda, Jasmin  
**Subject:** CoC Special NOFO Priority Listing

Hello Families Forward,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the CoC Special NOFO Priority Listing.

- Rapid Rehousing for Veterans and Military Connected Families

This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Best Regards,



**Felicia Boehringer, MSW**

Continuum of Care Administrator  
County Executive Office | Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658  
Santa Ana, CA 92701  
Office: (714) 834-4454 | Cell: (714) 620-4396

## Miranda, Jasmin

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**From:** Miranda, Jasmin  
**Sent:** Wednesday, September 28, 2022 5:26 PM  
**To:** Dawn Price; rscott@friendshipshelter.org; ltalmage@friendshipshelter.org  
**Cc:** Lundy, Zulima; Boehringer, Felicia  
**Subject:** CoC Special NOFO Priority Listing

Hello Friendship Shelter, Inc.,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the CoC Special NOFO Priority Listing.

- Friendship Shelter PSH Plus

This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Sincerely,



**Jasmin Miranda**

Staff Specialist

County Executive Office | Office of Care Coordination

405 W. 5<sup>th</sup> Street, Suite 658

Santa Ana, CA 92701

Office: (714) 834-3163

## Miranda, Jasmin

---

**From:** Miranda, Jasmin  
**Sent:** Wednesday, September 28, 2022 5:38 PM  
**To:** Deby Wolford; jtoan@ifhomeless.org; jing@ifhomeless.org  
**Cc:** Lundy, Zulima; Boehringer, Felicia  
**Subject:** CoC Special NOFO Priority Listing

Hello Illumination Foundation,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project, Housing4Health, be accepted and ranked on the CoC Special NOFO Priority Listing. This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

- Housing4Health

The Continuum of Care (CoC) Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project, Bridge2Home, be rejected from the CoC Special NOFO Priority Listing.

- Bridge2Home

On Wednesday, September 28, 2022, the CoC Board approved the recommendation to exclude the Illumination Foundation's Bridge2Home proposal from the CoC Special NOFO Priority Listing. If Illumination Foundation wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Friday, September 30, 2022, at 12 p.m.

Thank you again for your continued commitment to ending homelessness for the most vulnerable in Orange County.

Please reply to this email to confirm receipt.

Sincerely,



**Jasmin Miranda**  
Staff Specialist  
County Executive Office | Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658  
Santa Ana, CA 92701  
Office: (714) 834-3163

## Miranda, Jasmin

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**From:** Miranda, Jasmin  
**Sent:** Wednesday, September 28, 2022 5:28 PM  
**To:** Allison Davenport; larryh@mercyhouse.net  
**Cc:** Lundy, Zulima; Boehringer, Felicia  
**Subject:** CoC Special NOFO Priority Listing

Hello Mercy House Living Centers,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the CoC Special NOFO Priority Listing.

- Westview PSH

This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Sincerely,



**Jasmin Miranda**

Staff Specialist

County Executive Office | Office of Care Coordination

405 W. 5<sup>th</sup> Street, Suite 658

Santa Ana, CA 92701

Office: (714) 834-3163



## Miranda, Jasmin

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**From:** Miranda, Jasmin  
**Sent:** Tuesday, October 4, 2022 10:43 AM  
**To:** David Gillanders; Mychael Blinde  
**Cc:** Lundy, Zulima; Boehringer, Felicia  
**Subject:** CoC Special NOFO Priority Listing

Hello Pathways of Hope,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the CoC Special NOFO Priority Listing.

- PSH for Single Adults and Families

This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up shortly with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Sincerely,



**Jasmin Miranda**

Staff Specialist

County Executive Office | Office of Care Coordination

405 W. 5<sup>th</sup> Street, Suite 658

Santa Ana, CA 92701

Office: (714) 834-3163

## Miranda, Jasmin N

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**From:** Miranda, Jasmin  
**Sent:** Wednesday, September 28, 2022 5:43 PM  
**To:** Ricketts, Rebecca  
**Cc:** Lundy, Zulima; Boehringer, Felicia; Vargas, Mayra  
**Subject:** CoC Special NOFO Priority Listing

Hello County of Orange,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the CoC Special NOFO Priority Listing.

- Coordinated Entry System (SSO) Unsheltered Homelessness

This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for your application before it is finalized.

Please reply to this email to confirm receipt.

Sincerely,



**Jasmin Miranda**

Staff Specialist

County Executive Office | Office of Care Coordination

405 W. 5<sup>th</sup> Street, Suite 658

Santa Ana, CA 92701

Office: (714) 834-3163

## Miranda, Jasmin N

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**From:** Boehringer, Felicia  
**Sent:** Wednesday, September 28, 2022 5:23 PM  
**To:** Karen Williams; Erin DeRycke  
**Cc:** Lundy, Zulima; Miranda, Jasmin  
**Subject:** CoC Special NOFO Priority Listing

Hello People for Irvine Community Health (211OC),

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Special NOFO Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the CoC Special NOFO Priority Listing.

- HMIS Community Support

This recommendation was approved by the CoC Board on Wednesday, September 28, 2022. We will follow-up with feedback and recommendations for your application before it is finalized.

Please reply to this email to confirm receipt.

Best Regards,



**Felicia Boehringer, MSW**

Continuum of Care Administrator  
County Executive Office | Office of Care Coordination  
405 W. 5<sup>th</sup> Street, Suite 658  
Santa Ana, CA 92701  
Office: (714) 834-4454 | Cell: (714) 620-4396

## 1B-4. Special NOFO CoC Consolidated Application

**Special NOFO Priority Listing** (Posted on September 29, 2022)

On September 28, 2022, the CoC Board approved the Special NOFO Ranking Policy as recommended by the CoC Special NOFO Ad Hoc and the CoC Special NOFO Priority Listing. The CoC Special NOFO Priority Listing, including accepted and rejected projects can be viewed below.

- [Special NOFO Priority Listing](#) (updated on October 14, 2022)

**Consolidated Application and Project Priority Listing** (Posted on October 18, 2022)

The County of Orange as the Collaborative Applicant has finalized the Orange County CoC Special NOFO to Address Unsheltered Homelessness Consolidated Application and Project Priority Listing E-snaps Document for review.

- [CoC Special NOFO Consolidated Application](#)
- [CoC Special NOFO Project Priority Listing: E-Snaps Document](#)

**Questions**

The Office of Care Coordination is available to answer questions on the RFP for the Special NOFO, application deadlines, process, training, or to provide copies of application materials specific to the Orange County CoC. For further questions or technical assistance, please email the Office of Care Coordination at [CareCoordination@ocgov.com](mailto:CareCoordination@ocgov.com) and Carbon Copy (Cc) Felicia Boehringer ([felicia.boehringer@ocgov.com](mailto:felicia.boehringer@ocgov.com)) and Zulima Lundy ([zulima.lundy@ocgov.com](mailto:zulima.lundy@ocgov.com)).

**Special NOFO - CoC Plan for Serving Individuals and Families Experiencing Homelessness with Severe Services Needs**

As part of the CoC Special NOFO application process, CoCs are tasked with developing a CoC Plan to serve individuals and families experiencing homelessness with severe service needs. The Office of Care Coordination on behalf of the Orange County CoC is facilitating listening sessions to provide an overview of the CoC Plan requirements as outlined in the CoC Special NOFO application and allow space for recommendations from local stakeholders. Your participation and feedback is invited at one of the upcoming sessions listed below.

*Session 1 – Leveraging Housing and Healthcare Resources*

Date: Tuesday, August 23, 2022

Time: 1:00 p.m. – 2:00 p.m.

Meeting Materials: [View Presentation](#)

*Session 2 – Current Strategy to Identify, Shelter and House Individuals and Families Experiencing Unsheltered Homelessness*

Date: Thursday, September 1, 2022

Time: 2:00 p.m. - 3:00 p.m.

Meeting Link: [Click here](#)



### 3A-1 CoC Letter Supporting Capital Costs

The Orange County Continuum of Care (CoC) did not recommend any projects requesting capital costs. This attachment is not applicable.

### 3B-2 Project List for Other Federal Statutes

The Orange County Continuum of Care (CoC) did not recommend any projects that list other federal statutes. This attachment is not applicable.

## **Orange County Continuum of Care's Plan for Serving Individuals and Families with Severe Service Needs**

The Orange County Continuum of Care (CoC) has developed a Plan for Serving Individuals and Families with Severe Service Needs (Plan) in response to the FY2022 CoC Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness. The Orange County CoC facilitated six public listening sessions, including one targeted to involve individuals with current or past lived experience of homelessness, conducted an online survey and solicited feedback and input via email to assist in the development of the Plan.

### **P-1: Leveraging Housing Resources**

The Orange County CoC covers the geographic area of Orange County, the sixth largest county by population in the United States and includes four Public Housing Authorities (PHAs) – Anaheim Housing Authority (AHA), Garden Grove Housing Authority (GGHA), Santa Ana Housing Authority (SAHA) and Orange County Housing Authority (OCHA) – and five Emergency Solutions Grant (ESG) entitlement jurisdictions – Anaheim, Garden Grove, Irvine, Santa Ana, and County of Orange. As such, the Orange County CoC requires a high level of coordination and collaboration among its jurisdictions – especially for the complex issue of addressing and ending homelessness.

The County of Orange's (County) Office of Care Coordination is the CoC Collaborative Applicant and is primarily responsible for the interjurisdictional coordination of homeless services and the development of housing resources within the Orange County CoC. The Office of Care Coordination engaged across the Orange County CoC working with cities and community-based organizations to strengthen regional capacity, coordinate and leverage public and private resources to meet the needs of individuals and families experiencing homelessness in Orange County. Additionally, the Office of Care Coordination serves as the Coordinated Entry System (CES) Lead for the Orange County CoC which further supports the coordinated approach to leverage and increase housing resources to serve individuals and families experiencing homelessness or at risk of homelessness.

This long history of coordination has created multiple examples of increasing the number of permanent housing units, including rapid rehousing, permanent supportive housing, and other permanent housing, available to individuals and families experiencing homelessness using CoC and non-CoC resources. This work has been supported by the pooling and alignment of multiple funding streams (federal, state, local and private) and leverages the coordination among governmental, agency and private partners.

The Office of Care Coordination does this by: (1) attempting to frame a common vision and framework for all funds used within the county, (2) being the primary entity managing and/or coordinating homeless funding streams, (3) using its countywide view to encourage funders to pool resources that already exist within the community and where possible to create common funding streams, (4) where possible, creating a collaborative application process, (5) creating alignment with existing or collaborative to monitor and evaluate performance, and (6) when possible, encouraging funders to use a multi-year award cycle and to align the timing of awards across funding streams.

The first of five key areas for the Orange County CoC Board 2022 Leadership Vision 2022-2025 Three Year Plan is to "Permanently House those Experiencing Homelessness: The CoC has led the collaborative effort to build and sustain a fluid system to prevent homelessness and quickly intervene with solutions to end homelessness among veterans, Transitional Aged Youth (TAY), and families, while making significant, measurable progress for all populations experiencing homelessness." This includes facilitating the collaboration with stakeholders to focus on regional policy and implementation strategies to promote an effective response to homelessness in Orange County.



An example of this coordination can be seen in the development of non-congregate shelter programs through the leasing and acquisition of hotels and motels to increase bed capacity to address the immediate safety needs for individuals and families experiencing unsheltered homelessness during the COVID-19 pandemic. The CoC was able to support the operation of 132 units of non-congregate shelter leveraging the State of California's Homekey Round 1 (a non-CoC or ESG source) that has begun the conversion process from interim housing to permanent housing. The Homekey program prioritizes the placement of vulnerable individuals at high-risk for COVID-19 illness complications due to being elderly and/or having underlying health conditions. Through Homekey Round 2, the Orange County CoC committed \$3.8 million in State Homeless Housing, Assistance and Prevention (HHAP) funding to the County for a project that will create 62 units of non-congregate shelter and to the City of Anaheim for a project that will create 89 units of non-congregate shelter. Both projects have been awarded and have begun completing program intakes providing a vital resource to address unsheltered homelessness. Both projects will transition to permanent supportive housing once the financing is complete in a couple of years.

Given limited housing stock in Orange County, having scattered site development is also critical to increasing the number of permanent housing units available. An example of this can be seen in our effort to increase the number of PHA-funded units in the CoC being prioritized through the CES. The County has adopted the 2018 Housing Funding Strategy to develop 2,700 units of supportive housing and established the Orange County Housing Finance Trust (OCHFT) to assist in funding the development of these units which require inclusion in the CES process. The OCHFT was formed in 2019 as a joint powers authority (JPA) between the County and the cities in Orange County for the purpose of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within Orange County. To date 25 out of the 34 cities in Orange County are members of the OCHFT. For projects to be eligible for this funding, the project location must be within the unincorporated County of Orange or within OCHFT member cities. The only exception is for projects seeking only Mental Health Services Act (MHSA) funding from OCHFT, which is required to be available countywide (including non-member cities).

Since this goal was created in June 2018, 1,643 permanent supportive housing units have been added to the pipeline, with 28% already completed and a greater percentage are under construction, and an additional 2,144 general affordable housing units. Additionally, the County is working to update the 2018 Housing Funding Strategy to map out the progress that has been made toward the 2,700 unit goal, as well as provides an analysis of federal and state resources available to leverage with local resources to produce affordable and supportive housing.

The County made additional funding and project-based Housing Choice Vouchers (HCV) available through Notice of Funding Opportunity for the development of housing to assist households experiencing homelessness that must participate in the CES process, a source which was previously not dedicated to homelessness. In addition to documentation in the funding agreements with developers, CES participation requirements are documented in the tenant selection plans for every development. This is complemented by a landlord incentive program that identifies and secures available housing units that accept housing choice vouchers and other subsidies. The landlord incentive program includes funding for double security deposit, holding fees while units await inspection, application fees, provides conflict resolution and eliminates barriers to securing permanent housing, including affordability and availability.

Data shows this partnership in action, with OCHA having 59% of new admissions into their units with previous history of homelessness in 2020 and SAHA at 50%. The PHAs have also adopted a homelessness admission preference for turnover vouchers, which are coordinated with the CoC and prioritized through the CES. The PHAs meet on a quarterly basis to discuss strategies and efforts in better supporting households transitioning from

homelessness to permanent housing through homeless preference, set-aside vouchers, project-based vouchers, and special purpose vouchers. The PHAs have awarded vouchers for homeless subpopulations thus increasing resources and access for various subpopulations with high vulnerabilities and promoting system flow through the homeless service system. Some examples of these include Mainstream Vouchers being targeted to Whole Person Care Program now California Advancing and Innovating Medi-Cal (CalAIM) and non-congregate shelters that service individuals experiencing homelessness with high-risk factors and utilization of emergency medical system. Family Unification Program targets transitional aged youth exiting the foster care system and homeless families involved in the child welfare system. The CoC and the PHAs established MOUs for the Emergency Housing Vouchers being prioritized through the CES and identifying appropriate supportive services that assist vulnerable households across Orange County. The PHAs recognize the importance of their role in supporting the CoC in addressing homelessness and have committed housing choice vouchers to new affordable and supportive housing developments, including HUD-VASH, to create long-term housing solutions.

#### **P-1a: Development of New Units and Creation of Housing Opportunities – Leveraging Housing.**

The Orange County CoC is recommending four permanent supportive housing and one rapid rehousing project for funding through the CoC Special NOFO that leverage the following Housing Resources:

- Friendship Shelter will leverage Stability Vouchers, if awarded to any local PHAs.
- Mercy House leverages 56 HCV from SAHA and OCHA, and acquisition and construction funding, including \$10 million in Homekey and \$3 million from the City of Costa Mesa.
- Pathways of Hope leverage a privately owned parcel of land in Fullerton, California by partnering with HomeAid Orange Count, and \$2.5 million grant from the Jeff Bezos Day One Families Fund.
- Illumination Foundation leverages the purchase the Mesa Motel from a private benefactor and will leverage Stability Vouchers, if awarded to any local PHAs.
- Families Forward leverages several privately acquired affordable housing projects and will leverage Stability Vouchers, if awarded to any local PHAs.

#### **P-1b: Development of New Units and Creation of Housing Opportunities – PHA Commitment**

On August 16, 2022, HUD released Notice PIH 2022-24: Stability Voucher Program to assist communities in their continued efforts to address homelessness. The Stability Voucher Program is to assist individuals and families who are: homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, and human trafficking, as well as veterans and families that include a veteran family member that meets one of the proceeding criteria.

The Orange County CoC and PHAs worked together to develop a strategy to coordinate assistance with services available with potential Stability Voucher Programs to further efforts to address unsheltered homelessness. At the September 14, 2022, special meeting, the CoC Board approved the letter of commitment to be provided to the PHAs submitting a letter of interest for the Stability Vouchers Program to HUD. The Orange County CoC provided letters of commitment to AHA, GGHA, SAHA and OCHA.

Additionally, the GGHA and OCHA provided the Orange County CoC a letter of commitment to support the CoC's Special NOFO application to implement the Stability Voucher Program.

#### **P-1c: Landlord Recruitment**

The Orange County CoC and its providers have employed various techniques and approaches to recruiting landlords across the entire geographic area of the CoC. The techniques employed include but are not limited to:

- Establishing a landlord advisory group to discuss landlords' concerns about accepting unsheltered clients, and what it would take to get them to change their minds.
- Attending local landlord networking groups, to inform landlords on CoC programs and encourage participation in the program and/or engagement with the homeless service providers.

- Targeting medium-sized landlords with fewer units who may be more risk adverse than landlords with more units, particularly if the landlords live in the building themselves. Additionally, landlords will not have as much difficulty addressing turnover and quickly filling vacancies because there are only a few units.
- Avoiding certain property manager companies who can have many units and have less issues absorbing the cost of vacancies. The landlords can also have strict screening policies, with staff having less autonomy to make decisions on a case-by-case basis.

Once identified, a key concern is mitigating any issues (property damage, non-payment of rent, etc.) the landlord may have with the tenant who previously experienced homelessness. To address this, the Orange County CoC developed a housing navigation program that assists through the housing search and application process. This is complemented by a landlord incentive program that identifies and secures available housing units that accept housing choice vouchers and other subsidies. The landlord incentive program includes funding for double security deposit, holding fees while units await inspection, application fees, provides conflict resolution and eliminates barriers to securing permanent housing, including affordability and availability.

A data feedback loop is incorporated into the Orange County CoC's landlord recruitment process in multiple ways. As mentioned, it is conducted as part of the coordinated entry process-allowing for real time analysis. An example of this in action was creating additional flexibility through the ESG-Coronavirus (ESG-CV) funds and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Seeing there were fewer units becoming available due to the eviction moratorium allowed the Orange County CoC to expand the program to be more generous in security deposit guarantee, cover more fees, as well as offer sign on bonuses.

Additionally, the Orange County CoC has taken advantage of the technical assistance provided by HUD to support the local homeless service providers with additional best practices and tools that promote landlord engagement and recruitment to assist in housing individuals and families experiencing homelessness. This has been particularly helpful in supporting the Orange County CoC improve upon the landlord recruitment strategies, reflecting upon the lessons learned with the Emergency Housing Vouchers regarding landlord engagement and the importance of diversifying landlord engagement strategies and providers to benefits from long-term relationships between providers and landlords or property management companies. Efforts are being made to engage a broad network of property owners; property managers; residential care providers through one-on-one meetings and group meetings in cities across the geographic area of the CoC.

## **P-2: Leveraging Healthcare Resources**

Past development of permanent housing projects in Orange County have had a strong coordination among local health care, managed care plans, the County and Orange County CoC. This partnership is also supported by CalOptima Health, which was created in 1993 as a County Organized Health System (COHS) and is the single largest health insurer in Orange County, providing coverage for one in four residents through various programs. CalOptima Health is a public agency that manages programs funded by the state and federal government.

The primary function of housing, to provide a safe and sheltered space, is fundamental to someone's health and wellbeing. To ensure this, the Orange County CoC works closely with CalOptima Health in creating strategies for alignment in program design and funding priorities. The Orange County CoC Board approved a monthly data request from CalOptima Health to identify frequent users of both systems and ensure frequent uses of each system are connected with to housing and healthcare. This collaboration has been recently strengthened by a \$83 million Housing and Homelessness Initiative Program (HHIP) from the State of California Department of Health Care Services (DHCS). HHIP is a voluntary incentive program that will enable Medi-Cal managed care plans (MCPs) to earn incentive funds for making progress in addressing homelessness and housing insecurity as social determinants of health.

Additionally, the Orange County CoC has leveraged CalAIM with permanent housing projects, including rapid rehousing, permanent supportive housing, and HCVs. CalAIM is a multi-year initiative by the DHCS to transform and strengthen Medi-Cal, offering the people served a more equitable, coordinated, and person-centered approach to service delivery. CalAIM is the state's multiyear plan to transform and expand California's Medi-Cal program with the goal of improving participants' health outcomes by meeting participants' comprehensive needs through coordinated services and the whole person care approach. CalAIM services in Orange County are delivered through CalOptima Health and contracted community-based organizations, many of which are CoC Program funded and CoC general members. A wide-array of new benefit are available to Medi-Cal recipient in Orange County, including enhanced care management, housing transition navigation services, housing tenancy and sustaining services, housing deposit support, recuperative and medical respite care, short-term post-hospitalization housing, day habilitation programs, personal care and homemaker services, medically tailored meals and medically supportive food as well as sobering center.

The Orange County CoC is also in the initial stages of coordinating the leveraging of the Program of All-inclusive Care for the Elderly (PACE) with current and new permanent housing programs that would assist individuals experiencing homelessness. PACE program is a community-based Medicare and Medi-Cal program that provides a wide range of medical and social services to frail, community-dwelling elderly individuals. A person qualifies for PACE if he or she is 55 years of age or older, meets the requirement for skilled nursing home care, lives within a PACE service area and is able to live in the community safely. PACE program consists of an interdisciplinary team of health professionals that provides participants with coordinated care. Services include medical care, in-home care, therapy, rehabilitation services, social services, nutritional services, and transportation support. PACE providers also contract with mental health specialists to deliver behavioral health support. The array of services allows the participants to live independently at home and in the community. In Orange County, PACE is provided by CalOptima Health, AltaMed and Innovative Integrated Health. The Orange County CoC in partnership with the County is examining successful models PACE supports provided in conjunction with affordable and/or supportive housing developments to create a coordinated and robust wrap-around service for seniors exiting homelessness and transitioning to permanent housing.

The Orange County CoC has successfully leveraged Mental Health Services Act (MHSA) in partnership with the County's Health Care Agency (HCA). MHSA programs provide a variety of services and housing to low-income adults with severe and persistent mental illness, and children with severe emotional disorders and their families. In conjunction with supportive housing, MHSA programs are designed to help individuals and families break the cycle of homelessness, improve mental and physical health well-being, enhance employment readiness and ultimately be successful in their housing placements. Supportive services programs are provided on-site or in the participant's homes, promoting easy access to services. In addition, most housing sites are located near public transportation routes in order to enhance residents' access to transportation, as many residents do not own a car. To be eligible for MHSA-funded permanent supportive housing, a person must be diagnosed with severe and persistent mental illness or children diagnosed with severe emotional disorders and are experiencing homelessness or at risk for homelessness.

The Orange County CoC has established partnerships with Federally Qualified Health Centers (FQHCs), including a representative from an FQHC in the CoC Board membership. FQHCs are community-based health service providers that deliver health care and other supportive services to vulnerable and underserved populations in a specific geographic area. FQHCs are designed to provide comprehensive and culturally competent primary health care, as well as supportive services such as case management, behavioral health, health education, nutritional services, translation, and transportation. FQHCs in Orange County is a vital service utilized by supportive tenants in their housing. Through the multitude of health and supportive services, participants are able

to meet their health needs, enhance their individual wellbeing and thus improve their housing stability by breaking the cycle of homelessness.

The Orange County CoC has a strong partnership with the Social Services Agency (SSA) who oversees mainstream benefits, including application and eligibility processes. SSA provides presentations to the CoC to promote connections to mainstream benefits including MediCal. The CoC receives information regarding mainstream benefits through emails and website updates. SSA coordinates directly with service providers to provide targeted outreach to people experiencing homelessness to reduce barriers to access and expedite the benefits application process. Beyond MediCal, the CoC coordinates access to U.S. Department of Veterans Affairs (VA) Healthcare Services at the main campus and satellite clinics for homeless veterans. The CoC works with Public Health Nurses who provide nursing case management to the homeless population to link them to health insurance and primary care, to facilitate access to COVID-19 vaccines, as well as other communicable disease response.

The Orange County CoC is recommending four permanent supportive housing and one rapid rehousing project for funding through the CoC Special NOFO that leverage the following Healthcare Resources:

- Friendship Shelter will leverage funding from CalAim to provide housing retention services.
- Mercy House will leverage No Place Like Home funding, VA Healthcare Services, CalAIM and formal partnership with CalOptima and Share Ourselves, a local FQHC.
- Pathways of Hope leverage healthcare resources with an independent contractor and is in the process of becoming a CalAim provider to provide further healthcare supports.
- Illumination Foundation leverage the partnership with Illumination Foundation Medical Group to provide healthcare services to program participants and CalAim.
- Families Forward will leverage in-house mental health counseling services, partnership with the Child Guidance Center and Share Our Selves.

### **P-3: Identify, Shelter, and House Individuals and Families Experiencing Unsheltered Homelessness**

#### **P-3a: Current Street Outreach Strategy**

The Orange County CoC has a multidisciplinary group of street outreach teams that help ensure all persons experiencing unsheltered homelessness are reached in the jurisdiction, including those with severe service needs and underserved communities. This group includes veteran and Transitional Aged Youth service providers, public health nurses, behavioral health clinicians, street medicine, law enforcement, community and faith-based organizations, city staff and professional street outreach. The Orange County CoC encourages homeless service providers to hire people with lived expertise of unsheltered homelessness to conduct street outreach. The CoC Street Outreach works seven days a week with expanded hours of operation from 6 a.m. to 8 p.m., noting that ongoing engagement is needed in early morning and evening hours, and covers 100 percent of the CoC's geographic area.

The Orange County CoC has extensive strategies to regularly engage individuals and families experiencing unsheltered homelessness, including those with severe service needs and underserved communities; this is primarily conducted with a 'push and pull' strategy and ensuring a no wrong door approach. The pull comes from having services and staff at locations where individual and families experiencing unsheltered homelessness engage, such as day centers, emergency shelters, navigation centers, access points, food pantries and public service locations. The push comes from employing professional street outreach workers who conduct homeless services interventions that focus primarily on supporting individuals and families experiencing unsheltered homelessness with accessing shelter and/or permanent or temporary housing, depending on the needs of the participant, by building trusting relationships and ongoing rapport. The CoC Street Outreach teams coordinate

outreach efforts and target outreach to those experiencing unsheltered homelessness who are least likely to request assistance and coordinates to respond to large encampments and/or cleanup efforts across the jurisdiction.

The CoC Street Outreach serves as the first line of engagement in addressing unsheltered homelessness and encampments to facilitate connections to other services. The CoC coordinates street outreach efforts by Service Planning Area and seeks to engage individuals living unsheltered in a culturally competent and trauma informed manner, provide links to appropriate services, and use diversion and problem-solving techniques to connect people with safe shelter and/or housing options whenever possible. The primary goal of street outreach is to facilitate a higher level of care for unsheltered members of our community with access to voluntary wraparound services needed to stay healthy and stable, including substance use treatment, mental health care, medical services, obtain identification and/or other legal documents, benefits and employment. Street outreach often requires time and multiple interactions with individuals and families experiencing unsheltered homelessness; therefore, it should not be seen as one-time engagements. Rather, each interaction should be seen as an opportunity for outreach staff to build a relationship and help the participant work toward making a connection to services, including shelter and/or housing. The CoC Street Outreach functions as access points for the CES and supports individual and families experiencing unsheltered homelessness be connected to available housing resources and supportive services to exit homelessness. The key to the success of outreach and engagement efforts is regular follow-up and building trust with individuals through regular interactions, including learning about the individuals' current social network and supports.

The CoC Collaborative Applicant developed a multi-disciplinary team in partnership with other County Departments called the County Homeless Assistance Response Team (CHART) to best address local homeless issues and connect individuals to appropriate program placements. CHART includes clinical staff to conduct screenings and assessments for physical and mental health, substance use disorders and housing needs. CHART also works to address cultural and disability barriers associated with communicating infectious disease information, including COVID-19.

In action, this process can be seen in the County 's Encampment Resolution Funding (ERF) program. Partnering among the County departments, including the Office of Care Coordination, HCA, OC Parks and OC Sheriff's Department, and the Orange County CoC, the ERF program targets encampments with targeted and wrap around services tailored to assist the individual experiencing unsheltered homelessness navigate the homeless service system and secure permanent housing. The ERF program funds a homeless service provider to serve as the point of access to the homeless service system and is solely responsible for coordinating care and ultimately accountable for the outcomes related to the individual's connection to services and housing. The operating model of the program is based on building and fostering partnerships and working collaboratively with various stakeholders within each targeted encampment. With protocols in place to seek feedback from project participants on the program, as well as avenues to encourage their participation in future outreach efforts to encampments. Additionally, the ERF program includes flexible funding to support the providers in employing a "whatever it takes" approach to delivering services and having financial assistance to pay for items and or activities needed.

As outlined, this approach meets the Orange County CoC's second of its five key areas for the CoC Board 2022 Leadership Vision 2022-2025 Three-year Plan to "Ensure an Efficient, Dignified System: The regional homelessness response system provides multiple points of access for all populations experiencing homelessness, reduces length of stay in shelters through more housing opportunities, creates fluidity among interventions in the CES, promotes long-term housing stability, and measurably reduces returns to homelessness."

[P-3b: Current Strategy to Provide Immediate Access to Low-Barrier Shelter and Temporary Housing for Individuals and Families Experiencing Unsheltered Homelessness](#)

According to the 2022 Point In Time, the Orange County CoC identified 5,718 persons experiencing homelessness, 3,570 of which are experiencing unsheltered homelessness. Most of these persons experiencing unsheltered homelessness are living outdoors, in encampments, vehicles, or other places not meant for human habitation. The Orange County CoC has had a commitment to targeting and ending unsheltered homelessness, with multiple plans aimed at the key elements needed to effectively end long term unsheltered homelessness. Most recently in 2022, Orange County CoC and the County completed the State of California's HHAP Round 4 programs strategic planning process creating a Local Homelessness Action Plan. This plan built off previous efforts identified in the 2018 Housing Funding Strategies plan to create 2,700 units of permanent supportive housing and 2,700 units of affordable housing. These plans have laid out a commitment to increasing temporary housing models, rapid re-housing, and permanent supportive housing programs to meet documented local service needs.

There is no one solution to ending unsheltered homelessness; however, the Orange County CoC has had success implementing three key strategies to provide immediate access to low-barrier and temporary housing for individuals and families experiencing unsheltered homelessness: outreach, no-or-low barrier shelter, and permanent supportive housing. The Orange County CoC's approach to outreach is documented elsewhere in this application. No-or-low barrier shelters have policies allowing for the "3 Ps" - pets, partners, and possessions - all of which are frequent barriers for people who have been living outdoors for long periods of time and who will not enter shelter if it means giving up their possessions, separating from their support network, or abandoning their pets. Permanent supportive housing is a subset of affordable housing that provides participants, including individuals and families transitioning from unsheltered chronic homelessness to permanent housing, with the rights of tenancy, privacy, and security, and links to intensive supportive services using a housing first and DEIB (Diversity, Equity, Inclusion and Belonging) philosophy. This philosophy is currently employed across the 2,197 shelter beds in the Orange County CoC, and 304 participants in transitional housing programs active in Orange County according to the Homeless Management Information System (HMIS).

The Orange County CoC has adopted and implemented the Housing First approach in its program design and service delivery. As part of any solicitation process for shelter and temporary housing programs, the Orange County CoC evaluates new and renewal project applications to ensure that projects are low barriers, have no service participation requirements or preconditions at entry and prioritize rapid placement and stabilization in the program. This process includes answering a questionnaire to evaluate how closely the project aligns to the Housing First model as well as providing the policies and procedures utilized by the project. The questionnaire evaluates whether projects allow entry to participants regardless of income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and a criminal record – except restrictions imposed by federal, state, or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries).

Additionally, the CoC Collaborative Applicant will utilize this information to help inform future training and technical assistance needs to provide support to agencies and promote fidelity to Housing First approach. This includes an upcoming Housing First Clinic, required for all program types (street outreach, emergency shelter, interim housing, and permanent housing – rapid rehousing and permanent supportive housing) in November 2022.

The CoC has also had success implementing three other key strategies – Harm Reduction, Progressive Engagement, and Trauma-Informed Care. Harm Reduction is an approach aimed at reducing negative consequences of drug use to maintain housing stability and incorporates non-judgmental, non-coercive provision of services and resources to reduce the harms of drug use without minimizing or ignoring the real and tragic harm of drug use that could lead to loss of housing. Progressive Engagement is an approach to helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources.

Assistance is provided on an “as-needed basis” to keep a participant housed and, within funding constraints, programs offer more intensive support, additional rental assistance, or step-up referrals and help to access community-based assistance. Trauma-informed care is an approach that engages persons with histories of trauma by recognizing the presence of trauma symptoms and acknowledges the negative role that trauma has played in their lives. Acknowledgement includes understanding how trauma can overwhelm a person's ability to cope with the steps necessary to obtain and maintain permanent housing and appropriate supportive services.

The Orange County CoC utilizes CES collected data to evaluate the referrals into projects to ensure that there are no pre-conditions to program entry and analyzes data to see if referred persons are given immediate engagement (regardless of income, current or past substance use, history of victimization) and receive rapid placement and stabilization. The Orange County CoC has committed to reviewing these metrics at least twice annually, and the CES Lead has committed to providing technical assistance to shelter and housing projects who are experiencing challenges with referrals and program enrollments.

The Orange County CoC has utilized a navigation center model for many years, increasing the use of the model considerably as additional projects began operating in the jurisdictions. This type of housing is short-term housing that supports the Housing First philosophy by providing safe, temporary housing while awaiting a permanent housing solution. Additionally, the navigation centers co-locate services offered by the County departments and community-based organizations to reduce barriers to access and increase utilization of mainstream benefits, healthcare services and behavioral health supports. The use of a navigation center is intended to get individuals and families experiencing unsheltered homelessness with severe service needs and/or who are part of underserved communities off the streets and out of encampments and on their way to a permanent housing solution as quickly as possible, without the barrier of sobriety requirements. The length of stay in a navigation center unit is individually determined based on a participant's need, but usually it is expected not to exceed 90 days. There has been evaluation of the use of a time frame to accommodate those who may wish to stay longer as well as those who prefer the stability of shelter given past housing instability.

Specific implementation results from the Orange County CoC’s plan to end unsheltered homelessness for individuals and families have included:

- Outreach and Shelter strategy: The CoC found that non-congregate shelter programs boosted capacity to meet acute and chronic health needs, mental health conditions, limited mobility, visual impairment, hearing impairment, or memory issues to successfully transition to housing or other long-term programs that met the needs of participants such as assisted living programs.
- Navigation Centers: Using interim housing data, the CoC has found that these centers are helping Black, Indigenous and People of Color (BIPOC), LGBTQ+, and other marginalized groups to overcome barriers and obtain housing.
- Orange County CoC employs a continuous quality improvement model for evaluating homeless models and approaches. By using this approach, many lessons have been learned. Particularly, bridge housing units have frequently purchased former hotels and motels to convert them to navigation centers. Providers have refined the type, location, accessibility, and other factors that differentiate successful versus challenged conversions.

### [P-3c: Current Strategy to Provide Immediate Access to Low Barrier Permanent Housing for Individuals and Families Experiencing Unsheltered Homelessness.](#)

The Orange County CoC has adopted and implemented the Housing First approach in its program design and service delivery. As with low-barrier shelter and temporary housing, the Orange County CoC extends the evaluation of adherence to housing first and low barriers to permanent housing programs. The Orange County CoC evaluates new and renewal permanent housing project applications to ensure that projects are low barriers, have no service participation requirements or preconditions at entry and prioritize rapid placement and



stabilization in permanent housing. This process includes answering a questionnaire to evaluate how closely the project aligns to the Housing First model as well as providing the policies and procedures utilized by the project. The questionnaire evaluates whether projects allow entry to participants regardless of income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and a criminal record – except restrictions imposed by federal, state, or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries). The policies and procedures for the permanent housing program are also evaluated.

The Orange County CoC has a robust portfolio of low barrier permanent housing for individuals and families experiencing homelessness. This includes permanent supportive housing, rapid rehousing and braiding HCV with supportive service programs that support individuals and families in leasing activities to secure permanent housing.

Permanent supportive housing is an intervention that combines affordable housing assistance with voluntary support services to address the needs of chronically homeless people. This housing model is designed to provide low-barrier permanent housing to people with significant vulnerabilities, including those experiencing chronic homelessness and/or severe service needs, with access to comprehensive wraparound services to meet their individualized needs. There were 3,284 permanent supportive housing beds in 45 projects operating in the Orange County CoC in October 2022, according to the Orange County CoC HMIS Community Dashboard. The Orange County CoC permanent supportive housing projects align with evidenced-based and national best practices recommendations, including participants have a conventional lease in their name, voluntary participation in services, consumer choice in location, and affordability based on their income. The permanent supportive housing implements housing first approaches to serving clients by: having few programmatic restrictions to entry, low barrier admission policies, voluntary services, tenancy rights of participants, eviction prevention. Given the Orange County CoC's long history with permanent supportive housing, there have been many lessons learned including requiring all permanent supportive housing projects that accept greater than \$1 of County of Orange funds to fully adhere to all HUD Continuum of Care rules. This also includes full participation in HMIS, coordinated entry, and housing first. Given the robust amount of non-CoC funded permanent supportive housing that exists in Orange County, this change has aligned our funding streams considerably.

Rapid rehousing rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services. There are currently 3,284 participants served within 1,472 rapid rehousing beds in October 2022 according to Orange County CoC HMIS Community Dashboard. The Orange County CoCs Rapid rehousing projects offer the recommended services including offering housing identification services, rent and move in assistance, and wraparound case management. Rapid rehousing programs implement a housing first model by: having few programmatic restrictions to entry, low barrier admission policies, voluntary services, tenancy rights of clients, and eviction prevention. Though Rapid rehousing is a newer model for our communities, there has still been many lessons learned including the knowledge ramp up required for new providers, and the need to institute ongoing training to all providers given the challenges the model presents. The Orange County CoC provided training in the evidence-based practice of Critical Time Intervention (CTI) by the Center for the Advancement of CTI at no cost for all homeless service providers and housing partners in Orange County.

The Orange County CoC prioritizes the funding and creation of low barrier permanent housing for individuals and families experiencing unsheltered homelessness to effectively end their homelessness and provide the necessary support for housing retention and stability. The Orange County CoC regularly funds rapid rehousing projects and permanent supportive housing through federal and state funding sources. During the COVID-19 pandemic, the Orange County CoC awarded over \$10 million in rapid rehousing services contracts funded through

the State ESG-CV, prioritizing the connection to long-term permanent housing. Additionally, through the FY2022 CoC NOFO, the Orange County CoC recommended the funding of two rapid rehousing projects that will serve, at minimum, 100 individuals experiencing homelessness, prioritizing those experiencing unsheltered homelessness and severe service needs.

#### **P-4: Identify, Shelter, and House Individuals Experiencing Unsheltered Homelessness with Data and Performance**

The Orange County CoC continues to work with agencies operating homeless service programs to increase bed coverage and HMIS participation. These efforts have resulted in 95% HMIS bed coverage for emergency shelter beds, and over 99% coverage for permanent housing beds. The CES has been fully implemented in HMIS and resulted in increased participation from all project types. The Orange County CoC has worked to diversify the agencies that are awarded funding that requires HMIS participation, resulting in more agencies participating in HMIS. This includes outreach efforts coordinated with the County Procurement Office to agencies who operate human service for the County, the large majority being non-CoC Program funded.

Of particular concern for the individuals and families experiencing unsheltered homelessness is the data quality from emergency shelters. The CoC's coverage of Emergency Shelter beds has increased over the years and now exceeds 95%. This improvement can be explained by the addition of new projects that are receiving federal, state and/or local funding that require HMIS participation. The HMIS Lead has implemented a Bed Reservation System for Family Emergency Shelter beds that has encouraged the participation of additional Emergency Shelters in HMIS. A Bed Reservation System for the Individual Emergency Shelter beds is currently being implemented with two Homekey projects that provide non-congregate shelter and will expand to assist in coordinating placement into 625 beds. The additional funding made available through the Special NOFO will support the Orange County CoC's efforts to further expand the Bed Reservation System across the CoC by funding critical HMIS and CES activities.

High HMIS data quality allows real-time understanding of individuals and families experiencing unsheltered homelessness, including total people, locations, and service needs, and creates new opportunities for coordination within the CoC. This can be seen by anyone in the quarterly updated dashboards available online to the public. The dashboards graphically show over 20 data points of information on progress being made on the issues of homelessness and has served as a critical component to evaluating the flow of participants through the homeless service system, including success among the 4,556 participants served by the CoC Street Outreach according to HMIS, 31% of whom were experiencing chronic homelessness.

This funding would allow the Orange County CoC to expand and refine a robust By Name approach to CES at a county-wide scale, where bi-weekly case conferences by the homeless service system and stakeholders using data and coordination to target outreach for individuals and families experiencing unsheltered homelessness across the three service planning areas. Coordinating outreach efforts by geography, encampment, or access points allows for equitable and comprehensive targeting. Paired with ongoing data monitoring to track housing outcomes for those who were case conferenced from the By-Name-List will assist the CoC in evaluating strategies in serving the unsheltered population. Currently, there are similar type efforts being coordinated at the city-level and/or subpopulation focus; however, there is a need to increase these efforts for all experiencing unsheltered homelessness. These efforts would further support the transition of individuals and families experiencing unsheltered homelessness off the streets into low barrier temporary and permanent housing.

#### **P-5: Identify and Prioritize Households Experiencing or with Histories of Unsheltered Homelessness**

The Orange County CoC identified the Special NOFO as an opportunity to primarily develop permanent housing solutions and to create flow in the system, thereby creating resources that reduce unsheltered homelessness. The Orange County CoC conducted a competitive solicitation process to identify new projects that would serve individuals and families experiencing unsheltered homelessness, and with histories of unsheltered homelessness. The scoring criteria for project applications was based on a 100-point scale and evaluated the Applicant Service Experience and Approach and Proposed Project Service Plan and Supportive Services. Both criteria heavily focused on ensuring that the resources to be recommended for funding under this Special NOFO will reduce unsheltered homelessness within the Orange County CoC.

Given the large geography of the Orange County CoC, the task of providing a coordinated and cohesive homeless response is assisted through regional coordination across three Service Planning Areas (SPA) – North, Central and South. The 2022 Point In Time count identified 3,057 persons experiencing unsheltered homelessness, including 1,113 unsheltered persons in the North SPA, 1,522 unsheltered persons in the Central SPA, and 422 unsheltered persons in the South SPA. To reduce the total number of persons experiencing unsheltered homelessness by geography, the Orange County CoC will ensure that once a person experiencing unsheltered homelessness is identified by a Street Outreach Worker, the person is connected to the CES and prioritized for programs funded by the Special NOFO and/or other available temporary and permanent housing resources. Temporary housing resources may include a navigation center, as well as referrals to comprehensive support services such as employment counseling, housing services, mental health and substance abuse treatment, and transportation to support individuals and families experiencing unsheltered homelessness. The navigation centers have streamlined approaches to identification recovery, providing housing navigation services, providing access to emergency health care, as well as many other supportive services.

To support these efforts the Orange County CoC will rely on the multidisciplinary group of street outreach teams, comprised of 11 agencies with 30 different projects, that help ensure all individuals and families experiencing unsheltered homelessness are outreached in the jurisdiction, including those with severe service needs and those part of underserved communities. This group includes veteran and TAY service providers, public health nurses, behavioral health clinicians, law enforcement, community, and faith-based organizations. Currently, the average length of time a person experiences homelessness who is being assisted by street outreach is 3,553 days. The Orange County CoC's goal is to reduce that time significantly by prioritizing these persons for resources provided under this Special NOFO to reduce the overall length of homelessness, including unsheltered homelessness.

The CoC Street Outreach serves as the first line of engagement in addressing unsheltered homelessness and encampments to facilitate connections to other services. As such, the Orange County CoC will continue to support the CoC Street Outreach with trainings on evidenced-based practices and national best practices on engagement and service delivery as well as information on available housing to connect those living in unsheltered situations with housing resources. This includes efforts to increase access to identification of people who are unsheltered or have histories of unsheltered homelessness, providing and/or coordinating housing navigation services for those persons once connected to a housing resource through CES, as well as providing access to healthcare and other supportive services.

The Orange County CoC has strongly encouraged projects to involve individuals and families with current or past lived experience of homelessness into their delivery of services. Multiple agencies reported hiring those with lived experience of homelessness, as well as recently conducting a Diversity, Equity, and Inclusion assessment. These efforts identified those with the most knowledge of homelessness to be at the forefront of outreach and engagement efforts, as well as change the perceptions of homelessness, build community support, and create advocates for structural change. Particularly for those with unsheltered homelessness experience, this grant will allow us to expand these efforts as lived experience knowledge is critical for targeting the unsheltered population.

SAMHSA identified the use of the Peer Recovery Support Service model (including formerly unsheltered homeless individuals) as greatly increasing engagement efforts for those with mental health or substance abuse issues. The 2022 Point in Time Count identified 41% of the unsheltered population as having substance abuse issues, as well as 30% with mental health issues.

With the implementation of for the Bed Reservation System for individuals and the existing Bed Reservation System for families, the Orange County CoC will be better equipped to prioritize limited temporary housing resources to better assist individuals and families experiencing unsheltered homelessness. Through the Special NOFO, the Orange County CoC Board recommended the submittal of a CES Supportive Services Only (SSO) project by the County as the CES Lead to increase capacity and expand CES functionality to ensure that people who are unsheltered or have history of unsheltered homelessness can access housing and other resources in the community. The CES prioritization policy prioritizes households with the longest length of homelessness and high service needs through dynamic prioritization and case conferencing. Most recently, the CoC Board approved changes to the CES prioritization policy that will assist in ensuring people who are unsheltered or have histories of unsheltered homelessness can have equitable access to housing and other resources in the community. The Orange County CoC Board approved these changes and outlined a process to continually review data and best practices to increase placement of the unsheltered population. This effort will be overseen by the CES Steering Committee, who routinely participates in higher-level discussions regarding housing priorities impacting the CoC's homeless population. If any policy amendments are needed, the CES Steering Committee will coordinate with the Policies, Procedures and Standards Committee and the Lived Experience Advisory Committee (LEAC) prior to bringing a recommended change for CoC adoption to the CoC Board.

#### **P-6: Involving Individuals with Lived Experience of Homelessness in Decision Making – Meaningful Outreach**

Extensive outreach was conducted in anticipation of the Special NOFO with the unsheltered community with the goal of involving individuals with lived experience of homelessness in the decision-making process. The outreach efforts were coordinated via the LEAC, a committee of the CoC Board that meets on a monthly basis to provide recommendations for system improvement as well as CoC policies, procedures and processes. The LEAC is comprised of those with lived experience from various backgrounds including by geography, survivor of domestic violence, families, veterans, LGBTQ+, behavioral health, BIPOC, and senior. This diverse background allowed for the Orange County CoC's outreach efforts to broadly reach all groups impacted by unsheltered homelessness.

At the September 6, 2022, meeting of the LEAC, the Orange County CoC provided an overview of the Special NOFO and received recommendations on what types of interventions, strategies, and populations of focus the committee membership would like to see included in the Plan. The LEAC membership expressed interest in signing a letter of support for the Orange County CoC, which was sent out for signature on Monday, September 19, 2022, and received seven signatures.

Beyond this group, an online survey was administered for everyone in the community to provide input on various aspects of the CoC's current and future unsheltered response. The survey was posted on the CoC website, distributed through mailing lists, and encouraged to be shared on social media. The survey received 44 unique responses. The deadline was extended at the request of the LEAC, as additional members of the committee wanted to participate after the original deadline. In addition, our CoC conducted six outreach sessions, attended by over 100 stakeholders, including individuals with lived experience of homelessness, to discuss in depth various aspects of the CoC's response to unsheltered homelessness.

Themes from the survey and input sessions centered around the long history of Orange County CoC's response to individuals and families experiencing unsheltered homelessness, but also noted the ongoing work that needs to

be accomplished. Particularly, there was widespread concern about the lack of available housing units in the community and how our response needed to anticipate creating new construction permanent housing units, as these new units could reduce the delay for participants in temporary housing solutions exit from homelessness and achieve housing stability.

#### **P-6a: Involving Individuals with Lived Experience of Homelessness in Decision Making – Letter of Support from Working Group Comprised of Individuals with Lived Experience of Homelessness.**

The Orange County CoC has established a LEAC to support the CoC in elevating the voices of individuals with lived experience of homelessness in the decision-making process. The Orange County CoC involved the LEAC in the development of the CoC Plan in response to the CoC Special NOFO and provided a letter of support signed by seven individuals with lived experience of homelessness.

#### **P-7: Supporting Underserved Communities and Supporting Equitable Community Development**

The Orange County CoC is committed to ensuring that underserved communities, including in areas of racial and gender equity and those with disabilities, are offered equitable housing opportunities to address their needs regardless of their geography and/or characteristics. This work is reflected in the Orange County CoC's vision, current approach to addressing homelessness, local initiatives, as well as the CoC's data outcomes.

The third point of the five key areas for the CoC Board's 2022 Leadership Vision 2022-2025 Three Year Plan is to "Promote an Equitable, Just System: The CoC has assessed the homelessness response system and implemented policies, procedures and practices rooted in deep understanding of historical, systemic inequities and injustices in housing and homeless services for people of color and LGBTQ+ people to promote more equitable outcomes." Currently, there is a multi-pronged approach to identify populations in the CoC's geography that have not been served by the homeless system at the same rate they are experiencing homelessness.

The Orange County CoC has contracted with C4 Innovations to conduct a Racial Equity Assessment and develop a Racial Equity Roadmap that will support the CoC in addressing disparities and implementing sustainable change that result in more equitable practices. The Racial Equity Assessment included a quantitative data analysis of HMIS program data from FY 2019, 2020 and 2021 on several system level and CES performance measures, all disaggregated by race and ethnicity, and qualitative data analysis from the CoC-wide racial equity assessment survey, listening sessions and stakeholders' surveys, including person with lived experience of homelessness. The data analysis established the baseline from which the CoC can build and target racial equity initiatives and help the CoC make data-driven, relevant, and impactful decisions. This resulted in a summary of findings that is being used to support the CoC in creating recommendations with actionable steps that can be implemented to achieve a more racially equitable approach to ending homelessness in Orange County. Additionally, the Orange County CoC has assessed the homelessness response system and implemented policies, procedures and practices rooted in deep understanding of historical, systemic inequities and injustices in housing and homeless services for people of color and LGBTQ+ people to promote more equitable outcomes.

The day-to-day aspects of systems level coordination across the 34 individual municipalities located within Orange County are coordinated across Entitlement Districts, with an organized standing meeting among City Managers located in non-entitlement areas to discuss spending and coordination of efforts. These efforts ensure all efforts to end homelessness are coordinated across funding streams.

On the ground and within homeless service programs, our equity consultant coordinated and facilitated meetings and focus groups where organizations, community members, and individuals with current or past experience of homelessness were able to discuss strategies and efforts to addressing shortcomings in having an equitable homeless service. These meetings covered a broad range of topics, including system improvement and new approaches to addressing homelessness.

These efforts have identified that the homeless population in Orange County disproportionately includes African American and those identifying as multiple races at nearly twice the prevalent rate than the housed population. That Hispanic/Latin(x) households experienced first time episodes of homelessness went up steadily between 2019 and 2021. This data corresponded with personal narratives heard from those experiencing homelessness that showed their interaction with the homelessness system had structural patterns, including barriers to education, criminal justice involvement, and health care access. These inequities are due to structural racism being one of the primary drivers for their homelessness.

The County established the Orange County Criminal Justice Coordinating Council (OCCJCC), an inter-agency forum comprised of district attorneys, public defenders, and law enforcement with the objective of reducing recidivism by those who cycle between the homeless service system and criminal justice systems of care, as well as addressing other public safety issues related to state and federal policy. This work builds off the \$100 million Stepping Up Initiative, targeting the estimated 20 to 25% of Orange County jail inmates suffering from severe mental health or substance abuse issues. Both programs aim to identify and divert the impacted population to appropriate housing resources and treatment thus reducing episodes of homelessness and continuous engagement with the criminal justice system.

The Orange County CoC strives to align behind an equity focus that is infused in every aspect of our work from direct service to system design. The Orange County CoC's current strategy to serve populations experiencing homelessness that have not previously been served by the homeless system at the same rate they are experiencing homelessness include:

- **Barrier Reduction:** Translating all system documents and materials into Spanish and Vietnamese, developing standardized process and procedures for supporting undocumented people, expanding BIPOC representation within service providers leadership teams across the homeless service system.
- **Supportive Services:** Elevate and support frontline teams to design their learning spaces
- **Systemwide Training:** Development of a two-year phased plan for racial equity training for all CoC providers, and establishing a sustainable race equity task force
- **Messaging and Communication:** Develop a dashboard focused on racial equity outcomes and progress.

This strategy is put into action by the CoC-funded projects via the review and rank policies during the NOFO. The Scoring and Rating Criteria for Renewal Projects included 12 points out of 100 points to evaluate Equity, Access, and Inclusion to evaluate compliance with the CoC's anti-discrimination policies and the project's equitable service access for individuals and families, including in BIPOC and LGBTQ+ communities. The Scoring and Rating Criteria for new projects included 45 out of 100 points to evaluate applicant's approach to service delivery for underserved communities, including in BIPOC and LGBTQ+, and the service plan and supportive services offered.

Compliance with the CoC policies is checked during program monitoring. Agencies found to be non-compliant with CoC polices are advised of the rules, findings, and required to develop a corrective action plan with specific resources. Agencies are also referred to additional resources for technical assistance and subject to legal action if warranted. The CoC Board is notified of these instanced for support and discussion next steps. Agencies are asked to report any formal complaints received from project participants and document the actions taken to resolve issues raised.

## P-1 Leveraging Housing Commitment

## Mercy House Living Centers:

### "Westview PSH"

#### Leveraging Housing Commitments

Mercy House's proposed project leverages housing funding from sources outside the Continuum of Care program to 56% of the 100 new units. For the Santa Ana project site, rents for 26 units will be subsidized through project-based vouchers secured through the Santa Ana Housing Authority. Clients will pay 30% of their adjusted gross income toward rent. For the Costa Mesa project site, rents for 30 units will be subsidized through project-based Veterans Affairs Supportive Housing VASH vouchers secured through the Orange County Housing Authority. Additionally, Acquisition and construction of Costa Mesa project-based site leverages funding from the California Department of Housing and Community Development Project Home Key (\$10M), California Department of Housing and Community Development No Place Like Home Program (\$2M) and matching funds from the City of Costa Mesa (\$3M).



**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**AGREEMENT TO ENTER INTO A  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART I**

**MAINSTREAM VOUCHER PROGRAM**

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

### 1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Housing Authority of the City of Santa Ana (CA093) ("PHA") and  
Westview House LP ("owner").

### 1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

### 1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

**1.4 Significant Dates**

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

**Single-stage project**

- i. Effective Date for all contract units: 05/26/2022
- ii. Date of Commencement of the Work: The date for commencement of work is not later than <sup>90</sup> calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than <sup>780</sup> calendar days after the effective date of this Agreement.

**Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK


**1.5 Nature of the Work**

- This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.
- This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

**1.6 Schedule of Completion**

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

**1.7 Changes in Work**

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

- \_\_\_\_\_ The work description for newly constructed housing; or
- \_\_\_\_\_ Any additional design or quality requirements pursuant to this Agreement.

**1.8 Work completion**

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
  - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
  - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
  - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
    - A certificate of occupancy or other evidence that the contract units comply with local requirements.
    - \_\_\_\_\_ An architect's or developer's certification that the housing complies with:
      - \_\_\_\_\_ the HQS;
      - \_\_\_\_\_ State, local, or other building codes;
      - \_\_\_\_\_ Zoning;
      - \_\_\_\_\_ The rehabilitation work write-up for rehabilitated housing;

**1.9 Inspection and Acceptance by the PHA of Completed Contract Units**

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
  - 1. Review all evidence of completion submitted by owner.
  - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

**1.10 Acceptance where defects or deficiencies are reported:**

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

**1.11. Execution of HAP Contract**

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

#### 1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent to owner, in accordance with HUD regulations and requirements.

#### 1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the Agreement between the owner and the PHA.

#### 1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term "in-place family" means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

#### 1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

#### 1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

**1.17 Owner Default and PHA Remedies**

**A. Owner Default**

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**B. PHA Remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

**C. PHA Remedy is not Waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**1.18 PHA and Owner Relation to Third Parties**

**A. Selection and Performance of Contractor**

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

**B. Injury Resulting from Work under the Agreement:** The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

**C. Legal Relationship:** The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

**D. Exclusion of Third Party Claims:** Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

### 1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

### 1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
  - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
  - 2. HUD may waive this provision for good cause.
- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

### 1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

### 1.22 Transfer of the Agreement, HAP Contract, or Property

- A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

- B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

- C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

### 1.23 Exclusion from Federal Programs

- A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

- B. Disclosure

The owner certifies that:

- 1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

#### 1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
  1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

#### 1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

- B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

#### 1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
  1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
  2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
  3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
  4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
  5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
  6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
  7. 24 CFR part 8;
  8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrency: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### 1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

### 1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

### 1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

### 1.30 Applicability of Part II Provisions — Check All that Apply

- ✓ Training, Employment, and Contracting Opportunities  
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- ✓ Equal Employment Opportunity  
Section 2.2 applies only to construction contracts of more than \$10,000.
- ✓ Labor Standards Requirements  
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- ✓ Flood Insurance  
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.



**EXECUTION OF THE AGREEMENT**

<b>PUBLIC HOUSING AGENCY (PHA)</b> Name of PHA (Print)  Housing Authority of the City of Santa Ana (CA093)
By:  Signature of authorized representative
Steven A. Mendoza, Executive Director Name and official title (Print)
Date
<b>OWNER</b> Name of Owner (Print)  Westview House LP, a California Limited Partnership
By:  Signature of authorized representative
Kyle Paine, President of Community Development Partners Sole Managing Member of Westview CDP LLC Name and official title (Print)
5/24/22 Date

By: \_\_\_\_\_  
Signature of authorized representative  
Larry Haynes, CEO of Mercy House CHDO, Inc.,  
Sole Managing Member of Westview Mercy House CHDO LLC

**EXECUTION OF THE AGREEMENT**

<b>PUBLIC HOUSING AGENCY (PHA)</b> Name of PHA (Print)  Housing Authority of the City of Santa Ana (CA093)
By: _____ Signature of authorized representative
Steven A. Mendoza, Executive Director Name and official title (Print)
Date
<b>OWNER</b> Name of Owner (Print)  Westview House LP, a California Limited Partnership
By: _____ Signature of authorized representative
Kyle Paine, President of Community Development Partners Sole Managing Member of Westview CDP LLC Name and official title (Print)
Date

By:   
Signature of authorized representative  
Larry Haynes, CEO of Mercy House CHDO, Inc.,  
Sole Managing Member of Westview Mercy House CHDO LLC



DYLAN WRIGHT  
DIRECTOR  
OC COMMUNITY RESOURCES

CYRANTHA AITTSISON  
ASSISTANT DIRECTOR  
OC COMMUNITY RESOURCES

JULIE LYONS  
DIRECTOR  
ADMINISTRATIVE SERVICES

ANDI BERNARD  
DIRECTOR  
OC ANNUAL CARE

JULIA DIDWELL  
DIRECTOR  
OC HOUSING & COMMUNITY  
DEVELOPMENT

RENEE BARNHART  
DIRECTOR  
OC COMMUNITY SERVICES

TOM STARNES  
DIRECTOR  
OC PARKS

JULIE CURLINANN  
COUNTY LIBRARIAN  
OC PUBLIC LIBRARIES

OC HOUSING &  
COMMUNITY DEVELOPMENT  
1501 E. ST. ANDREW PLACE, 1<sup>ST</sup> FLOOR  
SANTA ANA, CA 92705  
PHONE: 714.480.6534  
FAX: 714.480.2978

# OC Community Resources

January 25, 2022

Mr. Kyle Paine  
Community Development Partners  
3416 Via Oporto, Suite 301  
Newport Beach, CA 92663

**Re: Motel 6 – Contingent Commitment**  
2274 Newport Boulevard, Costa Mesa

Dear Mr. Paine:

We are pleased to inform you that the Orange County Board of Supervisors and Orange County Housing Authority (collectively, the "County") approved a loan and award of Project-Based Vouchers, as described below, for your project on December 14, 2021.

## PROJECT BASED VOUCHERS

The Orange County Board of Supervisors, acting as the Board of Commissioners to the Orange County Housing Authority, approved the selection of Motel 6 for utilization of thirty (30) Project Based Housing Choice, Veterans Affairs Supportive Housing and/or Mainstream Vouchers for thirty (30) studio units for an initial twenty (20) year term. Based on the current Voucher Payment Standard and anticipated Utility Allowance, anticipated rents are:

	<u>Net Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
Studio:	\$1,500	\$0	\$1,500

## LOAN COMMITMENT

The Orange County Board of Supervisors approved a loan in an amount not to exceed \$2,000,000 in Mental Health Services Act funds (or other dedicated housing funds including but not limited to Housing Successor and Federal HOME funds) for permanent loan financing to Community Development Partners or a to-be-formed limited partnership (the "Loan").

## PROJECT DESCRIPTION

The proposed development is acquisition/rehabilitation of a Homekey 94-room motel proposed by the developer, Community Development Partners, consisting of up to eighty-seven (87) studio units and a one-bedroom manager's unit in the City of Costa Mesa (Project). The purpose of this Project, as funded by the State of California Housing and Community

MOTEL 6 - HOMEKEY ROUND 2  
COUNTY OF ORANGE – CONTINGENT COMMITMENT  
PAGE 2 OF 8

Development's (State HCD) Homekey Program, is to provide permanent supportive housing for individuals and families who are experiencing homelessness or who are at risk of homelessness.

In a phased approach, the Project will be converting ninety-four (94) rooms into eight-seven (87) units of affordable housing, of which forty (40) will be Homekey assisted permanent supportive housing units serving homeless individuals who have been impacted by COVID-19. Of these forty (40) units, ten (10) units will be restricted by the County for individuals experiencing homelessness earning at or below 30% of Area Median Income (AMI) who meet the Mental Health Services Act (MHSA) eligibility criteria. Thirty (30) units will be subsidized with Orange County Housing Authority (OCHA) Veterans Affairs Supportive Housing (VASH) Project-Based Vouchers (PBVs) for homeless veterans. Collectively, forty (40) rental units will be restricted by the County, City and/or State HCD. The remaining units will be affordable housing for seniors and will include one on-site manager's unit.

The project will be completed and financed in two phases. The first phase will use Homekey program grant funds, matching funds from the City of Costa Mesa, the County, and an acquisition loan to bring the forty (40) permanent supportive housing units up to Housing Quality Standards and meet the Homekey accessibility and hearing/visual requirements. All Homekey assisted units will be updated with new kitchenettes, countertops, flooring, paint, fixtures, appliances, furniture, and required deferred maintenance as needed. Leasing and common area space will be updated, and additional exterior common area space(s) will be rehabbed as well as other ADA-related upgrades required. The second phase will cover the remaining non-Homekey affordable housing units. The Project will seek Tax Credit and Tax-Exempt Bond Financing for the construction and permanent debt for the remaining units.

The Loan and PBVs are contingent on project being awarded State HCD's Round 2 Homekey program funds. As of the date of this letter, the County's award is based on the preliminary underwriting conditions as set forth in Section III. The County understands financing amounts may adjust, however, material changes to the amount of financing and the total development cost of the Project, which affect the underwriting of the Project are subject to County/Housing & Community Development (HCD) review and approval.

The County reserves the right to re-underwrite any project based on material changes to the financing. Financial changes to the Project must be reported within thirty (30) days of their occurrence and no later than ninety (90) days before construction closing. This commitment expires twenty-four (24) months from the date of this letter unless the Project receives the financing or HCD has approved an extension of the terms and conditions. The borrower has the ability to obtain one (1) six (6) month extension, as approved by HCD; additional extensions may require Board of Supervisors approval.

### I. Loan Terms and Non Negotiable Conditions Applicable to the Permanent Loan

1. Term: Fifty-five (55) years from the date of completion of construction of the Project, as evidenced by a recorded notice of completion.
2. Rate: Three percent (3%) simple interest

3. **Repayment:** An amount equal to fifty percent (50%) of the net cash flow, if any, will be paid to the County and other public agencies (if any) providing residual receipts loans, and fifty percent (50%) to the developer. The 50% of cash flow payable to public agencies shall be shared by agencies in an amount proportional to the loan provided by such agencies. Based on the current financial assumptions, the repayment of this loan is 14% of the Residual Receipts split. This percentage split is subject to change for consistency with County policy.
4. **Security:** Second Deed of Trust securing a Promissory Note in the amount of \$2,000,000. All Loan documents shall be in a form approved by the County and borrower. The County Loan shall be non-recourse to borrower except for liabilities arising out of, or due to, fraud, criminal activity, and other standard County conditions.
5. **Loan Closing:** Disbursement of the Loan proceeds will be based on completion of work and submission of invoices for approved expenses.

Disbursement of the County Loan may occur upon completion of the following: (1) all construction has been completed; (2) notice of completion has been issued for the Project; (3) certificate of occupancy has been issued for the residential units; (4) HCD has received and approved a draft cost certification; (5) title to the subject property is free and clear of all labor and material liens; (6) HCD has received and approved all items per Loan Closing Checklist(s); and (7) the borrower satisfies the other conditions to closing set forth in the Loan documents.

6. **Subordination:** The Deed of Trust securing said Loan shall be recorded, insured and shall encumber the subject leasehold property and real property as a Second Deed of Trust. If any County Loan is junior to senior debt approved by the County, the County will execute and deliver its subordination agreement standard forms confirming its subordination to said senior debt. Borrower shall cause all financing junior to the County's Loan to provide an executed subordination agreement in favor of the County on County's standard form as a condition to the closing of the Loan. The County's Regulatory Agreement will not be subordinated to any conventional Deed of Trust. Borrower's financial assumptions must include the County policy regarding the Regulatory Agreement and must include this assumption when seeking additional financing for this Project.
7. **Affordability:** Fifty-five (55) year regulatory agreement to be recorded restricting ten (10) units (as defined by the 2020 Supportive Housing NOFA) with incomes at or below 30% of Area Median Income.
8. Unless otherwise indicated above, the terms set forth in the NOFA are hereby included herein.

**II. Terms Applicable to the Project-Based Housing Choice Vouchers**

1. **Affordability:** All forty (40) rental units restricted to homeless and chronically homeless persons (as defined by the 2020 Supportive Housing NOFA as amended) with incomes at or below 30% of Area Median Income for an initial term of twenty (20) years.

**III. Other Financing**

1. The following financing has been underwritten as shown in the developer's proforma dated November 15, 2021:

<b>Sources:</b>	
California Department of HCD Homekey Program Capital Request	\$10,000,000
Local Match Capital Request City of Costa Mesa	\$2,000,000
Local Match Capital Request County of Orange (MHSA)	\$2,000,000
Acquisition/Bridge Loan	\$13,712,400
Developer Equity	\$351,600
<b>Total Sources of Capital to acquire and place in service</b>	<b>\$28,064,000</b>
<b>Uses:</b>	
Acquisition Costs	\$20,600,400
Rehabilitation Costs	\$4,473,965
Other Cost	\$2,989,635
<b>Total Uses of Capital to acquire and place in service</b>	<b>\$28,064,000</b>

**IV. Conditions Applicable to the Loan and Project-Based Housing Choice Vouchers**

1. As required under U.S. Department of Housing and Urban Development regulations, beginning at 24 CFR Part 58, this commitment of Project-Based Vouchers is conditioned upon satisfactory completion of the National Environmental Policy Act (NEPA) and its approval by HCD.
2. The borrower shall provide an ALTA Lender's Policy of Title Insurance containing such title endorsements as required by the County.
3. The borrower shall submit evidence of insurance in such amounts and containing such deductibles as required by HCD.
4. The borrower must comply with all the applicable requirements, statutes, and regulations of the funding source(s) being utilized for the proposed Project.
5. The borrower shall complete and execute all Affirmative Action and Minority and Women Business Enterprise plans provided by the County.
6. The borrower shall submit a project timeline for review and approval by HCD.
7. The borrower shall submit a marketing plan for review and approval by HCD. The marketing plan must contain procedures that include marketing of the units to residents throughout Orange County including residents of unincorporated areas and other incorporated cities. For certain developments, including but not limited to those receiving Project Based Section 8 from the cities of Anaheim, Garden Grove or Santa Ana, or those subject to special zoning ordinances requiring

- preference for City residents, further documentation from the borrower will be required demonstrating that residents throughout the County will have equal opportunity at obtaining units in the Project. Units assisted in this project are required to utilize the Coordinated Entry System (CES) for referrals or the Long Beach Veterans Administration (VA) Medical Center.
8. The borrower shall submit a management plan for review and approval by HCD and the Orange County Housing Authority prior to loan closing. The tenant selection criteria established by the property developer and/or property management company cannot be more restrictive than the eligibility criteria established by Housing and Urban Development (HUD), unless the restriction is a requirement related to the project's funding source. At no time shall the criminal background threshold set by the property developer and/or property management company be more restrictive than that established by HUD, and where HUD defers to the public housing authority (PHA), the threshold cannot be more restrictive than the PHA's criminal background threshold. Where more than one PHA is a party to the development, the least restrictive criminal background threshold shall prevail. Tenant selection criteria shall be included in the loan agreement.
  9. Formation of limited partnership. The borrower shall submit for review and approval by HCD organizational documents for the borrower, including as applicable partnership agreements, operating agreements, by-laws and articles of incorporation as well as a Board of Director's resolution authorizing the rental assistance.
  10. The borrower shall submit for HCD's review and approval executed commitments and loan documents for all sources of financing in amounts and with terms consistent with the financial pro forma dated November 15, 2021.
  11. The borrower shall submit for HCD's review and approval the construction drawings, as approved by the City of Costa Mesa. HCD will have the right to review and approve all material changes to the construction drawings.
  12. If applicable, the borrower shall submit for review and approval by HCD all social service contracts budgeted in the development costs.
  13. The borrower shall submit within sixty (60) days after issuance of the Certificate of Occupancy a certified statement setting forth a complete breakdown of the development costs with supporting documentation.
  14. The borrower shall comply with Davis-Bacon and State Prevailing Wage requirements, as applicable.
  15. The borrower shall provide documentation that broadband infrastructure has been installed or an exception was approved by HCD. The definition for Broadband Infrastructure may be found in 24 C.F.R. § 5.100. 24 C.F.R. § 983.157.
  16. The borrower shall submit an updated project pro forma, that includes final financing and final project development costs for review and approval prior to start of construction. The developer fee and contractor's overhead and profit, must not

- differ significantly from the amount indicated in the Development Cost Schedule, as determined by HCD.
17. The borrower shall provide documentation to HCD for completion of a subsidy layering review after receipt of all financing and prior to start of construction or rehabilitation work and entering into an Agreement to Enter Into a Housing Assistance Payment (AHAP) Contract.
  18. The borrower shall submit an as-built appraisal for review and approval prior to the closing of the construction loan.
  19. Prior to the commencement of any construction of the project, Borrower shall deliver to HCD a complete copy of the executed construction contract.
  20. The construction contract(s) shall be awarded pursuant to a negotiated bid. HCD shall approve the final construction cost breakdown, the construction contract, and the contractor. HCD will have the right to review any change orders related to the construction of the project.
  21. Prior to the commencement of any construction of the project, Borrower shall deliver to HCD copies of performance and payment bonds for such construction.
  22. The borrower must comply with all State and Federal relocation laws, and shall submit to the County a relocation plan and or other required relocation documents necessary for the County to meet its oversight obligation. Per the Board authorization, the County will review and approve the Relocation Plan and any required documents.
  23. The borrower must comply with Fair Housing Act and Section 504 accessibility requirements, local standards (Codes, Rehabilitation Standards, Ordinances, and Zoning Ordinances) and Cost Effective Energy Conservation Standards (24 CFR Part 39).
  24. The borrower shall implement mitigation measures as identified in the Environmental Assessment Determinations and Compliance Funding for HUD-assisted Projects 24 CFR Part 58.

The parties intend that the County shall only be obligated to fund the Loan when: (i) all of the matters set forth in this commitment letter have been satisfied, completed or waived, (ii) the borrower has satisfied all of the conditions to funding set forth in the County's loan documents, and (iii) the borrower has executed and delivered, in recordable form, the County's standard form loan documents in a form acceptable to the County.

Notwithstanding any other provision of this commitment letter which shall have been satisfied, completed or waived prior to funding the Project-Based Vouchers and completing an AHAP, in the event that the County is unable to provide the Project-Based Vouchers due to any change in federal law or regulations due to a requirement by the HUD, the Borrower and the County agree and acknowledge that this letter shall be terminated and the County shall have no obligation to provide the Project-Based Housing Choice Vouchers and shall be released by Borrower from all further liability pertaining thereto.

Please acknowledge your consent to the terms and conditions of this letter by signing and returning a scanned copy to Michelle Zdeba at Michelle.Zdeba@occr.ocgov.com and the original to Michelle Zdeba at 1501 E. S. Andrew Place, First Floor, Santa Ana, CA 92705.

If you have any questions, please do not hesitate to contact Michelle Zdeba at (714) 480-2994.

Sincerely,

  
Julia Bidwell  
Director  
Housing & Community Development

JP/MZ

**Community Development Partners** consents to the terms and conditions set forth in this letter.

By: <u>Kyle Paine</u>	By: _____
Name	Name
<u>President</u>	_____
Title	Title
<u>1/27/22</u>	_____
Date	Date

Enclosure: County of Orange Agenda Staff Report dated December 14, 2021



April 26, 2022

Julia Bidwell, Director  
Housing & Community Development  
County of Orange  
1501 East Street Andrew Place, 1st Floor  
Santa Ana, CA 92705

Kyle Paine, President  
Community Development Partners  
3416 Via Opporto, Suite 301  
Newport Beach, CA 92663

Dear Julia Bidwell and Kyle Paine:

**RE: Homekey Program Pre-Disbursement Expectations**  
21-HK-17226: Motel 6 Costa Mesa

Congratulations on your Homekey Round 2 award. Once your Standard Agreement is executed, you will receive a Welcome Letter from the Department's State Grant Management (SGM) Branch, which will be responsible for the ongoing monitoring of your project. Upon Standard Agreement execution, SGM will be able to process your request for the disbursement of awarded funds. We invite you to submit the required pre-disbursement forms listed below for review and feedback as early as possible to [Homekey2SGM@hcd.ca.gov](mailto:Homekey2SGM@hcd.ca.gov) to ensure timely disbursement of funds as soon as your contract is executed.

Before receiving this first disbursement, the following will need to be on file and approved by the Department:

- Current Insurance Certificate, in accordance with the NOFA §800
- The signed Statement of Assurances for State Prevailing Wages
- Confirmation that any special pre-disbursement conditions contained in your Standard Agreement Exhibit E have been met.
- Request for Funds form (*the final submission must be dated on or after the date of the Standard Agreement execution, but you may submit unsigned drafts of this form in advance to receive technical assistance from SGM staff*).

These forms are available for download at <https://homekey.hcd.ca.gov/monitoring-forms-and-disbursement>. Please use this webpage to download all disbursement and reporting forms throughout the course of your contract, as these documents are frequently updated. I have attached a copy of the Insurance Requirements checklist for your convenience, which I encourage you to send directly to your Insurance company.

**If you intend to have acquisition award funds wired directly to an escrow**

**company**, please fill out the supplemental Wire Notice Form. We will need to receive wiring instructions as well as a filled out HCD Wire Transfer Request form from your title company in addition to the aforementioned items. We cannot issue funds until all pre-disbursement requirements are met and the Standard Agreement is executed by the Department.

You will continue working with your Homekey Contact, Jason Blair until your contract is executed. If you have any questions regarding disbursements or monitoring and compliance subsequent to the Standard Agreement execution, please contact us at [Homekey2SGM@hcd.ca.gov](mailto:Homekey2SGM@hcd.ca.gov). You can also learn more about the State Grant monitoring process at <https://www.hcd.ca.gov/grants-funding/already-have-funding/index.shtml>.

Sincerely,

*Krystal Coles*  
Krystal Coles  
State Grant Management Representative  
Division of State of Financial Assistance  
State Grant Management Branch

cc: Jason Blair  
Attachments: Evidence of Insurance Checklist, HCD Wire Notice Form

## Fullerton Interfaith Emergency Service dba Pathways of Hope

### "PSH for Single Adults and Families"

#### Leveraging Housing Commitments

Pathways of Hope proposes to leverage a privately owned parcel of land in Fullerton, California by partnering with HomeAid Orange County, and utilizing a 2.5 million dollar grant from the Jeff Bezos Day One Families Fund. With the Fullerton site, there will be approximately 20 new units of permanent housing, including three-bedroom units. Pathways of Hope proposal will create opportunities for Permanent Supporting Housing participants to transition into affordable housing.



# FULLERTON INTERFAITH EMERGENCY SERVICE

*... rebuilding lives of the hungry and homeless*

September 1<sup>st</sup>, 2022

Dear Orange County Continuum of Care,

Pathways of Hope has the unique opportunity to maximize some property it owns in Fullerton to create housing that will best benefit the overall housing ecosystem in Orange County as it pertains to homeless households.

Pathways currently owns a .5 acre parcel of land in Fullerton with five aging single family homes that have been utilized for various shelter and housing purposes over the last 35 years. In 2023 we will be leveling the site in order to clear it to make room for as many as 20 new units of permanent housing, including several three-bedroom units, specifically for formerly homeless voucher-holders, and those that could make transitions from Permanent Supportive Housing in a move-on capacity to affordable housing. To achieve this goal we are partnering with HomeAid Orange County, and utilizing the 2.5 million dollar grant received in 2019 from the Jeff Bezos Day One Families Fund.

This unique opportunity (with Pathways owning the otherwise unencumbered property) ensures that we can create housing inventory that best satisfies the needs of the total system of homeless care.

We are especially excited to work on housing projects like this which create opportunities for graduates of PSH programs to transition to affordable housing units to keep the system flowing. We are energized by this evolution for Pathways of Hope and look forward to continue to leverage all of our assets to best meet the needs of the community.

Sincerely,

**David Gillanders**  
**Executive Director**  
[dgillanders@pohoc.org](mailto:dgillanders@pohoc.org)  
(714) 680-3691 ext. 2201



## Illumination Foundation

### "Housing4Health"

#### Leveraging Housing Commitments

Illumination Foundation proposes to leverage the purchase the Mesa Motel from a private benefactor with the intention of entering into a long-term lease agreement to develop the project into permanent supportive housing. The site will contribute 44 units to be utilized as PSH. Additionally, Illumination Foundation intends to leverage funding for rehabilitation of the site from HOME Funds and the California Department of Social Services (CDSS) Community of Care Expansion (CCE) Program.



## Ahura Investments LLC

29911 Niguel Road Suite 6429, Laguna Niguel, CA 92607  
(949) 842-9628

August 8, 2022

California Department of Social Services  
CDSS Housing and Homelessness Branch  
744 P Street, MS 8-4-70  
Sacramento, CA 95814

Re: Community Care Expansion

To: California Department of Social Services

I am writing this letter of intent (LOI) in reference to Illumination Foundation's application to the Community Care Expansion (CCE) program for funding to convert the Mesa Motel, located at 2205 Harbor Blvd. in the City of Costa Mesa, into permanent supportive housing. I am the current owner of this building. Contingent upon Illumination Foundation being awarded this funding, I intend to enter into a long-term lease agreement with Illumination Foundation to lead the development process and to operate a permanent supportive housing program at this site. This will allow Illumination Foundation to have site-control for this stated purpose. This LOI is provided with the following contingencies:

1. Lease will not commence until the Lessee receives a conditional grant award letter; AND
2. Lease will not commence until all applicable permits, licenses, permissions, approvals, or other authorizations (collectively called "permits") necessary for construction and operation of proposed project are secure.
3. Per CCE requirements, the lease agreement will be for a 20-year period and there will be a Performance Deed of Trust with a Service Use Restriction on the property for the entire 20-year term.

If any further information is needed regarding this LOI, please do not hesitate to contact me.

Sincerely,

Nikan Khatibi



30.00

2022000182781 4:00 pm 05/16/22

214 503A G02 2 15

4400.00 4400.00 20.00 0.00 3.00 0.00 0.000.000.00 0.00

**RECORDING REQUESTED BY:**  
First American Title Company

**MAIL TAX STATEMENT  
AND WHEN RECORDED MAIL DOCUMENT TO:**  
Ahura Investments LLC  
29911 Niguel Rd., Ste. 6429  
Laguna Niguel, CA 92607

Space Above This Line for Recorder's Use Only

A.P.N.: 422-193-24

File No.: OSA-6641252 (NP)

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **\$8,800.00**; CITY TRANSFER TAX **\$0.00**

- [  ] computed on the consideration or full value of property conveyed, OR  
[  ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[  ] unincorporated area; [  ] City of **Costa Mesa**, and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **AQUA 26, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

hereby GRANTS to **Ahura Investments LLC**

the following described property in the City of **Costa Mesa**, County of **Orange**, State of **California**:

**THE SOUTH 2 ACRES (COMPUTED TO THE CENTER LINE OF FAIRVIEW AVENUE) OF LOT 29 OF FAIRVIEW FARMS TRACT, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 8, PAGE 71 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.**

**EXCEPT THE WEST 400.00 FEET.**

## Families Forward

### "Rapid Rehousing for Veterans and Military Connected Families"

#### Leveraging Housing Commitments

Families Forward proposes to leverage several privately acquired affordable housing projects including ones in Costa Mesa, Lake Forest, Irvine, Tustin and Mission Viejo. In total, Families Forward owns or is in partnership with 89 affordable housing units with plans to exceed 100 units by 2023. Families Forward also plans to leverage Stability Vouchers, if approved by the U.S. Department of Housing and Urban Development, in partnership with the Orange County Continuum of Care and local Public Housing Authorities.

***MEMO OF UNDERSTANDING***  
**Families Forward and AvalonBay Communities, 2022**

This Memorandum of Understanding stands as evidence that **AvalonBay Communities** and **Families Forward** intend to work together toward the mutual goal of creating a program to *house families who have the ability and potential to transition into permanent housing as identified by Families Forward by renting AvalonBay Communities units.*

**DESCRIPTION OF SERVICES:**

***Families Forward* agrees to:**

- Identify qualified families for an “in-kind” rental assistance program at local Orange County AvalonBay communities.
- Provide initial evaluation and ongoing tailored case management of the family; to guide them to the appropriate resources and services necessary to enable them to regain and maintain self-sufficiency as defined by being able to pay the total market rent of the apartment without any subsidy.
- Perform a walk-through of the apartment on a scheduled basis during the time the family is in the program.
- Work with *AvalonBay Communities* to ensure a smooth transition into the apartment unit.
- Promptly notify the property manager when a family graduates or is removed from the program.
- Sign and have each participating client sign a lease addendum acknowledging special parameters of AvalonBay and Families Forward “in-kind” rental assistance program.

***AvalonBay Communities* agrees to:**

- Enter into a 13 month lease with the qualified family that Families Forward has identified.
- Waive the background screening process and associated fee.
- All apartments in the program will be leased at a maximum effective rate of \$1,500, with any decrease off market rent identified as a concession and accounted for as “in-kind” rental assistance at AvalonBay. The total amount of all concessions through the program will not exceed \$30,000 for the annual period

***MEMO OF UNDERSTANDING***  
**Families Forward and AvalonBay Communities, 2022**

- Allow for the rental deposit to be deferred; allow it to be paid over time as agreed upon by property manager and Families Forward.
- Provide the normal and customary services of property management.
- Accept rental subsidies from Families Forward per pre-agreement subject to the family's participation in good standing with the program.
- Take such actions as are reasonable to terminate lease agreements for violation of lease terms, provided it shall promptly notify Families Forward of any concerns pertaining to the family's success in the program.

The agreement will be reviewed annually and subject to mutual approval of both AvalonBay Communities, Inc. and Families Forward.

DocuSigned by:

*Nishtha Mohendra*

9/2/2022

E2672A8E8EB6494...

Nishtha Mohendra  
Chief Program Officer, Families Forward

DocuSigned by:

*Danyell Alders*

9/2/2022

4F893BD3022A4E5...

Danyell Alders  
Vice President,  
AvalonBay Communities

<b>Business Process</b>	Families Forward
<b>Department Owner</b>	Affordable Housing
<b>Version</b>	1.0
<b>Approval Date</b>	YYYY.MM.DD

## Families Forward Program

### Statement

Irvine Company Apartment Communities maintains an established partnership with Families Forward to support families who are homeless or at risk of homelessness through their Rapid ReHousing Program. On-Site Associates must follow the guidelines to ensure consistency.

### Policy

- The Families Forward Housing Program is only available at the following communities: Aliso Town Center, Cedar/Cross Creek, Deerfield, Las Flores, Park West, Rancho Alisal, Vista Real.
  - Maximum of two (2) eligible participants per community.
  - Maximum of fourteen (14) participants in total.
  - Additional participants outside of these established guidelines must be approved by the Vice President and Executive Sponsor.
- Manual applications must be collected for all lease holding Residents and uploaded to Resident’s OneSite file.
- Apartments at the established communities will be available at the predetermined rates below:
  - One Bedroom - \$1,550 (if needed)
  - Two Bedroom - \$1,550
  - Three Bedroom - \$1,900
- Security deposit will be set at \$500 and paid in three (3) monthly payments.
- Families Forward participants are not eligible to transfer On-Site or to another community without prior approval from Families Forward and Community Management.
- Affordable Housing Specialist will be send a copy of all Resident letters and notices to Families Forward.

### Procedure Steps

- 1. Families Forward Representative will notify the Affordable Housing Specialist of family in need of apartment.**
  - a. Families Forward Representative will contact with Affordable Housing Specialist with the following:
    - Family name and contact information
    - Housing need
    - Time Frame
    - Location at one of the established communities
- 2. Affordable Housing Specialist provides Families Forward Case Manager and family contact information to the Community.**
  - a. Affordable Housing Specialist must enter contact information into OneSite.
    - Marketing Source - Families Forward

<b>Business Process</b>	Families Forward
<b>Department Owner</b>	Affordable Housing
<b>Version</b>	1.0
<b>Approval Date</b>	YYYY.MM.DD

## Families Forward Program

3. **Collect hold deposit and manual Applications for all Lease holding Residents.**
  - a. Applicants must be screen using “Families Forward” Screening model.
    - The Families Forward screening model will not impact his or her credit.
    - Application fees should not be charged.
  - b. Upload all completed Applications to the Resident’s OneSite file.
4. **Notify Families Forward Case Manager of approved Application and complete and upload the Payment Schedule, Communication Disclosure, and Key Exchange document.**
  - a. The Payment Schedule, Communication Disclosure and Key Exchange document will be provided by Families Forward upon Applicant approval.
  - b. The Payment Schedule outlines the respective portions of ICAC, the Resident(s), and Families Forward.
  - c. Upload all documents to the Resident’s OneSite file.
5. **Submit a CRC-Systems Support ticket prior to move in to add the appropriate Concession to the Resident scheduled billing.**
  - a. Ensure all tickets are placed prior to move in and include the Payment Schedule and Director Approval.
    - The concessions will be applied to scheduled billing as outlined in the initial Payment Schedule Document utilizing the code “O-CONC-XXXX”.
6. **Activate Special Families Forward Custom Field to ensure appropriate tracking.**
7. **Send signed Lease Agreement to Families Forward after the Resident has received keys.**
  - a. Families Forward submits a check payment to the address listed on the W-9 on the third (3rd) week of the month for the next month’s rent payment.
8. **Send all Resident letters and notices to Affordable Housing Specialist.**

### Renewal

- Resident will be kept at the same rate for one year after initial lease expiration and rent subsidy has ended.
- After year 2, Family will be increased to market gradually.
  - Increase to be reviewed and identified by Revenue and Community Management

### Move Out

- At time of FAS, all standard turnover charges will be waived.
- A Payment Plan will be established by Financial Services for any additional turnover charges.

### References

- SOP Documents





<b>Business Process</b>	Families Forward
<b>Department Owner</b>	Affordable Housing
<b>Version</b>	1.0
<b>Approval Date</b>	YYYY.MM.DD

## Families Forward Program

- [Application and Screening Policy](#)
- [Former Resident- Final Account Statement](#)

P-1a. PHA Commitment



# OC Community Resources

October 14, 2022

DYLAN WRIGHT  
DIRECTOR  
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON  
ASSISTANT DIRECTOR  
OC COMMUNITY RESOURCES

JULIE LYONS  
DIRECTOR  
ADMINISTRATIVE SERVICES

ANDI BERNARD  
DIRECTOR  
OC ANIMAL CARE

JULIA BIDWELL  
DIRECTOR  
OC HOUSING & COMMUNITY  
DEVELOPMENT

RENEE RAMIREZ  
DIRECTOR  
OC COMMUNITY SERVICES

TOM STARNES  
DIRECTOR  
OC PARKS

JULIE QUILLMAN  
COUNTY LIBRARIAN  
OC PUBLIC LIBRARIES

Dominique Bloom  
General Deputy Assistant Secretary  
Office of Public and Individual Housing  
U.S. Department of Housing and Urban Development  
Washington, D.C. 20410-5000

RE: Letter of Commitment: To support CoC Special NOFO to Address Unsheltered and Rural Homelessness to implement the Stability Voucher Program

Dear General Deputy Assistant Secretary,

The Orange County Housing Authority has an extensive history of partnering with the Orange County Continuum of Care (CoC) to ensure housing vouchers and supportive services are being used effectively for vulnerable populations in Orange County. The County of Orange's Office of Care Coordination is the designated CoC Collaborative Applicant and Lead Agency for the Orange County CoC (CA-602) and also administers Orange County's Coordinated Entry System (CES). The CES covers the entire geographic area of the Orange County CoC and offers multiple points of access across the jurisdiction. The Orange County Housing Authority is pleased to provide support and work in partnership with the Orange County CoC to implement the Stability Voucher Program described in Notice PIH 2022-24 if awarded.

The Orange County Housing Authority and Orange County CoC have an established partnership and proven ability to implement coordinated approaches to reduce homelessness in Orange County, improve service engagement and promote housing stability. Most recently, the Orange County Housing Authority partnered with the Orange County CoC to implement the Emergency Housing Voucher Program to assist 557 vouchers. A partnership on the Stability Voucher Program will be a natural extension of the existing relationship between the Orange County Housing Authority and Orange County CoC to serve the eligible populations listed below:

- a. Individuals and families who are currently experiencing homelessness;
- b. Individuals and families at risk of homelessness;
- c. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
- d. Veterans and families that include a veteran family that meet one of the proceeding criteria (a, b, or c).

In a collaborative effort to prevent and end homelessness in Orange County, Orange County Housing Authority commits to partnering with the Orange County CoC in the following manner:

- a. Coordinate and consult with the Orange County CoC to implement the Stability Voucher Program, pair vouchers with CoC funded support services;
- b. Accept all referrals for eligible individuals and families directly through CES;
- c. Dedicate a sufficient number of staff and resources necessary to ensure that the application, certification, voucher issuance and unit inspection processes are completed in a timely manner.

OC HOUSING AUTHORITY  
1501 E. ST. ANDREW PLACE,  
FIRST FLOOR  
SANTA ANA, CA 92705

The Orange County Housing Authority strongly supports the Orange County CoC in their interest in partnering with PHA in implementing the Stability Voucher Program and their ongoing commitment to provide innovating permanent housing solutions and respond to unmet needs in Orange County, including leveraging opportunities with the CoC Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness.

Sincerely,



Julia Bidwell  
Executive Director, Orange County Housing Authority



# CITY OF GARDEN GROVE HOUSING AUTHORITY

October 17, 2022

Dominique Bloom  
General Deputy Assistant Secretary  
Office of Public and Individual Housing  
U.S. Department of Housing and Urban Development  
Washington, D.C. 20410-5000

**RE: Letter of Commitment to support the CoC Special NOFO to Address Unsheltered and Rural Homelessness to implement the Stability Voucher Program**

Dear General Deputy Assistant Secretary:

The Garden Grove Housing Authority (GGHA) has an extensive history of partnering with the Orange County Continuum of Care (CoC) to ensure housing vouchers and supportive services are being used effectively for vulnerable populations in Orange County. The County of Orange's Office of Care Coordination is the designated CoC Collaborative Applicant and Lead Agency for the Orange County CoC (CA-602) and also administers Orange County's Coordinated Entry System (CES). The CES covers the entire geographic area of the Orange County CoC and offers multiple points of access across the jurisdiction. The GGHA is pleased to provide support and work in partnership with the Orange County CoC to implement the Stability Voucher Program described in Notice PIH 2022-24 if awarded.

The Garden Grove Housing Authority and Orange County CoC have an established partnership and proven ability to implement coordinated approaches to reduce homelessness in Orange County, improve service engagement and promote housing stability. Most recently, the GGHA partnered with the Orange County CoC to implement 117 vouchers of the Emergency Housing Voucher Program. A partnership on the Stability Voucher Program will be a natural extension of the existing relationship between the GGHA and Orange County CoC to serve the eligible populations listed below:

- a. Individuals and families who are currently experiencing homelessness;
- b. Individuals and families at risk of homelessness;
- c. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
- d. Veterans and families that include a veteran family that meet one of the preceding criteria.

In a collaborative effort to prevent and end homelessness in Orange County, the Garden Grove Housing Authority commits to partnering with the Orange County CoC in the following manner:

- a. Coordinate and consult with the Orange County CoC to implement the Stability Voucher Program, pair vouchers with CoC funded support services;
- b. Accept referrals for eligible individuals and families directly through CES;
- c. Dedicate a sufficient number of staff and resources necessary to ensure that the application, certification, voucher issuance and unit inspection processes are completed in a timely manner.

The Garden Grove Housing Authority strongly supports the Orange County CoC in their interest in partnering with housing authorities in implementing the Stability Voucher Program and their ongoing commitment to provide innovating permanent housing solutions and respond to unmet needs in Orange County, including leveraging opportunities with the CoC Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness.

Sincerely,



Scott C. Stiles  
Executive Director  
Garden Grove Housing Authority

MAYOR  
Vicente Sarmiento  
MAYOR PRO TEM  
Phil Bacerra  
COUNCILMEMBERS  
Johnathan Ryan Hernandez  
Jessie Lopez  
Nelida Mendoza  
David Penalosa  
Thai Viet Phan



EXECUTIVE DIRECTOR  
Michael Garcia  
GENERAL COUNSEL  
Sonia R. Carvalho  
RECORDING SECRETARY

**CITY OF SANTA ANA**  
**SANTA ANA HOUSING AUTHORITY**  
20 Civic Center Plaza • P.O. Box 22030  
Santa Ana, California 92702  
[www.santa-ana.org](http://www.santa-ana.org)

October 18, 2022

Dominique Bloom  
General Deputy Assistant Secretary  
Office of Public and Individual Housing  
U.S. Department of Housing and Urban Development  
Washington, D.C. 20410-5000

**RE: Letter of Commitment: To support CoC Special NOFO to Address Unsheltered and Rural Homelessness to implement the Stability Voucher Program**

Dear General Deputy Assistant Secretary,

The Housing Authority of the City of Santa Ana (CA093) has an extensive history of partnering with the Orange County Continuum of Care (CoC) to ensure housing vouchers and supportive services are being used effectively for vulnerable populations in Orange County. The County of Orange's Office of Care Coordination is the designated CoC Collaborative Applicant and Lead Agency for the Orange County CoC (CA-602) and also administers Orange County's Coordinated Entry System (CES). The CES covers the entire geographic area of the Orange County CoC and offers multiple points of access across the jurisdiction. The Housing Authority of the City of Santa Ana is pleased to provide support and work in partnership with the Orange County CoC to implement the Stability Voucher Program described in Notice PIH 2022-24 if awarded.

The Housing Authority of the City of Santa Ana and Orange County CoC have an established partnership and proven ability to implement coordinated approaches to reduce homelessness in Orange County, improve service engagement and promote housing stability. Most recently, our Housing Authority partnered with the Orange County CoC to implement the Emergency Housing Voucher Program (89 EHV's). A partnership on the Stability Voucher Program will be a natural extension of the existing relationship between the Housing Authority of the City of Santa Ana and Orange County CoC to serve the eligible populations listed below:

SANTA ANA CITY COUNCIL

Vicente Sarmiento  
Mayor  
[vsarmiento@santa-ana.org](mailto:vsarmiento@santa-ana.org)

Phil Bacerra  
Mayor Pro Tem, Ward 4  
[pbacerra@santa-ana.org](mailto:pbacerra@santa-ana.org)

Thai Viet Phan  
Ward 1  
[tphan@santa-ana.org](mailto:tphan@santa-ana.org)

Nelida Mendoza  
Ward 2  
[nmendoza@santa-ana.org](mailto:nmendoza@santa-ana.org)

Jessie Lopez  
Ward 3  
[jessielopez@santa-ana.org](mailto:jessielopez@santa-ana.org)

Johnathan Ryan Hernandez  
Ward 5  
[jryanhernandez@santa-ana.org](mailto:jryanhernandez@santa-ana.org)

David Penalosa  
Ward 6  
[dpenalosa@santa-ana.org](mailto:dpenalosa@santa-ana.org)

- a. Individuals and families who are currently experiencing homelessness;
- b. Individuals and families at risk of homelessness;
- c. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
- d. Veterans and families that include a veteran family that meet one of the proceeding criteria (a, b, or c).

In a collaborative effort to prevent and end homelessness in Orange County, the Housing Authority of the City of Santa Ana commits to partnering with the Orange County CoC in the following manner:

- a. Coordinate and consult with the Orange County CoC to implement the Stability Voucher Program, pair vouchers with CoC funded support services;
- b. Accept all referrals for eligible individuals and families directly through CES;
- c. Dedicate a sufficient number of staff and resources necessary to ensure that the application, certification, voucher issuance and unit inspection processes are completed in a timely manner.

The Housing Authority of the City of Santa Ana strongly supports the Orange County CoC in their interest in partnering with PHA in implementing the Stability Voucher Program and their ongoing commitment to provide innovating permanent housing solutions and respond to unmet needs in Orange County, including leveraging opportunities with the CoC Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness.

Sincerely,



**Judson Brown**  
Housing Division Manager  
City of Santa Ana





City of Anaheim

## ANAHEIM HOUSING AUTHORITY

ANAHEIM WEST TOWER, 201 S. ANAHEIM BLVD, ANAHEIM CA 92805

October 19, 2022

Dominique Bloom  
General Deputy Assistant Secretary  
Office of Public and Individual Housing  
U.S. Department of Housing and Urban Development  
Washington, D.C. 20410-5000

**RE: Letter of Commitment: To support CoC Special NOFO to Address Unsheltered and Rural Homelessness to implement the Stability Voucher Program**

Dear General Deputy Assistant Secretary,

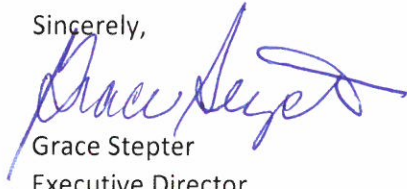
The **Anaheim Housing Authority** has an extensive history of partnering with the Orange County Continuum of Care (CoC) to ensure housing vouchers and supportive services are being used effectively for vulnerable populations in Orange County. The County of Orange's Office of Care Coordination is the designated CoC Collaborative Applicant and Lead Agency for the Orange County CoC (CA-602) and also administers Orange County's Coordinated Entry System (CES). The CES covers the entire geographic area of the Orange County CoC and offers multiple points of access across the jurisdiction. The **Anaheim Housing Authority** is pleased to provide support and work in partnership with the Orange County CoC to implement the Stability Voucher Program described in Notice PIH 2022-24 if awarded.

The **Anaheim Housing Authority** and Orange County CoC have an established partnership and proven ability to implement coordinated approaches to reduce homelessness in Orange County, improve service engagement and promote housing stability. Most recently, the **Anaheim Housing Authority** partnered with the Orange County CoC to implement the Emergency Housing Voucher Program (**278 EHV**s). A partnership on the Stability Voucher Program will be a natural extension of the existing relationship between the **Anaheim Housing Authority** and Orange County CoC to serve the eligible populations listed below:

- a. Individuals and families who are currently experiencing homelessness;
- b. Individuals and families at risk of homelessness;
- c. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
- d. Veterans and families that include a veteran family that meet one of the proceeding criteria (a, b, or c).

The Anaheim Housing Authority strongly supports the Orange County CoC in their interest in partnering with PHA in implementing the Stability Voucher Program and their ongoing commitment to provide innovating permanent housing solutions and respond to unmet needs in Orange County, including leveraging opportunities with the CoC Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness.

Sincerely,



Grace Stepter

Executive Director

Anaheim Housing Authority

## P-3 Leveraging Healthcare Resources

Friendship Shelter, Inc:

"Friendship Shelter PSH Plus"

Healthcare Formal Agreements

Friendship Shelter, Inc. plans to leverage healthcare funding with CalAim Community Supports funding to provide housing retention services. CalAIM Community Supports are services geared for at-risk and homeless individuals with high needs and are funded by healthcare dollars (CalOptima). All participants who are eligible (i.e. enrolled in Medi-Cal through CalOptima) will be referred for CalAIM Community Supports.



September 6, 2022

**SUBJECT: Special NOFO – PSH Plus**

To whom it may concern:

As part of our commitment to providing enhanced supportive services to participants served under this contract, we intend to refer all eligible participants into CalOptima's CalAIM program. The health care resources available through CalAIM (known as "community supports") provide direct reimbursement to us for services provided as a per diem or per month rate, per participant:

- Day Habilitation: \$67.30 per day*
- Housing Tenancy and Sustaining Services: \$475 per month*
- Housing Deposits: \$5,000 per person*

Under these community supports, participants are eligible to receive: case management and connection to community resources, life skills training, benefits and income assistance, landlord mediation, and financial assistance for move-in costs and making a unit habitable.

For budgeting purposes, cash match and leverage through CalAIM is expected to coincide with PSH Plus enrollment for 80% of participants and will represent nearly one quarter of total anticipated program costs:

CalAIM	\$ 681,580
HUD portion	\$ 2,198,583
<b>Program Total</b>	<b>\$ 2,880,164</b>

Sincerely,

Dawn Price  
Executive Director  
Friendship Shelter, Inc.



HOUSING FOR HEALTH OC

August 30, 2022

To Whom It May Concern,

I am writing to confirm that Friendship Shelter is a member of the Housing For Health Orange County, Inc. collaborative, a contracted provider for CalOptima. As a member, Friendship Shelter provides CalAIM services including Housing Deposits, Housing Navigation, Housing Tenancy & Sustainability, and Day Habilitation.

Attached you will find the service contract. The term of our contract is 5 years (page 23, 7.1) and our scope of work is included as Attachment A.

If you have any questions please reach out at: info@housingforhealthoc.org or call us at 949 401 9591.

With Gratitude,

Heather Stratman  
HHOC Chief Administrative Officer

17701 COWAN STE 200 IRVINE, CA 92614

## ANCILLARY SERVICES CONTRACT

This Ancillary Services Contract (the "Contract") is entered into by and between Orange County Health Authority, a Public Agency, dba CalOptima ("CalOptima"), and Housing For Health Orange County, Inc. ("Provider"), with respect to the following:

### RECITALS

1. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008, as a result of the efforts of the Orange County health care community.
2. CalOptima has entered into a contract ("DHCS Contract") with the State of California ("State"), Department of Health Care Services ("DHCS"), pursuant to which it is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (referred to herein as the "Medi-Cal Program").
3. DHCS is adding Enhanced Care Management ("ECM") services to the Medi-Cal benefit set, effective January 1, 2022, and transitioning the Whole Person Care ("WPC") and the Health Homes Program ("HHP") to ECM.
4. CalOptima has entered into a contract with the U.S. Department of Health and Human Services ("HHS"), Centers for Medicare and Medicaid Services ("CMS"), to operate a Medicare Advantage ("MA") plan pursuant to Title II of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (Pub. L. 108-73) ("MMA"), and to offer Medicare-covered items and services to eligible individuals (referred to herein as the "OneCare Program"). CalOptima, as a dual-eligible Special Needs Plan (dual SNP), may only enroll those dual eligible individuals who meet all applicable Medicare Advantage eligibility requirements, and who are eligible to be enrolled in CalOptima's Medi-Cal Managed Care plan, as described in the contract between CalOptima and DHCS.
5. CalOptima has entered into a participation contract with the State of California, acting by and through DHCS, and HHS, acting by and through CMS, to furnish health care services to Medicare/Medi-Cal enrollees who are enrolled in CalOptima's Cal MediConnect program.
6. Provider is a provider of the items and services described in this Contract and has all certifications, licenses and permits necessary to furnish such items and services.
7. CalOptima desires to engage Provider to furnish, and Provider desires to furnish, certain items and services to CalOptima Members as described herein. CalOptima and Provider desire to enter into this Contract on the terms and conditions set forth herein below.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

The following definitions, and any additional definitions set forth in Attachments and Schedules attached hereto, apply to the terms set forth in this Contract:

- 1.1. "Cal MediConnect" means a program to furnish health care services to Medicare/Medi-Cal members who are enrolled in CalOptima's Cal MediConnect Program. Cal MediConnect is also referred to as OneCare Connect.
- 1.2. "California Children's Services (CCS)" means those services authorized by the CCS Services Program for the diagnosis and treatment of the CCS Services Eligible Conditions of a specific Member.
- 1.3. "California Children's Services (CCS) Eligible Condition(s)", means a physically handicapping condition, as defined in Title 22 C.C.R. Sections 41515.2 through 41518.9.
- 1.4. "CalOptima Community Network" or "CCN" means CalOptima's direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. CCN Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.5. "CalOptima Direct" or "COD" means a program CalOptima administers for CalOptima beneficiaries not enrolled in a Health Network. COD consists of two components:
  - 1.5.1. CalOptima Direct Members who are assigned to CalOptima Community Network (CCN) in accordance with CalOptima Policy. Members are assigned to Primary Care Physicians (PCP) as their medical home, and their care is coordinated through their PCP in CCN.
  - 1.5.2. "CalOptima Direct-Administrative" or "COD-Administrative" provides services to Members who reside outside of CalOptima's service area, are transitioning into a Health Network, have a Medi-Cal Share of Cost, or are eligible for both Medicare and Medi-Cal. These Members are free to select any registered Practitioner for Physician services.
- 1.6. "CalOptima Policies" means CalOptima policies and procedures relevant to this Contract, as amended from time to time at the sole discretion of CalOptima.
- 1.7. "CalOptima Programs" means the Medi-Cal, OneCare, Program of All-Inclusive Care for the Elderly (PACE) and Cal MediConnect (OneCare Connect) programs administered by CalOptima. Provider participates in the specific CalOptima Program(s) identified on Attachment A.
- 1.8. "CalOptima's Regulators" means those government agencies that regulate and oversee CalOptima's and its first tier downstream and/or related entity's ("FDR's") activities and obligations under this Contract including, without limitation, the Department of Health and Human Services Inspector General, the Centers for Medicare and Medicaid Services, the California Department of Health Care Services, and the California Department of Managed Health Care, the Comptroller General and other government agencies that have authority to set standards and oversee the performance of the parties to this Contract.
- 1.9. "CCS-Paneled Providers(s)" means any of the following providers when used to treat Members for a CCS condition:
  - (a) A medical provider that is paneled by the CCS Program, pursuant to Health and Safety Code, Article 5 (commencing with Section 123800 of Chapter 3 of Part 2 of Division 106).
  - (b) A licensed acute care hospital approved by the CCS Program.

(c) A special care center approved by the CCS Program.

- 1.10. "CCS Program" means the State of California public health program that assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible children under the age of 21 years who have CCS Eligible Conditions.
- 1.11. "Claim" means a request for payment submitted by Provider in accordance with this Contract and CalOptima Policies.
- 1.12. "Clean Claim" means a Claim that has no defects or improprieties, contains all required supporting documentation, passes all system edits, and does not require any additional reviews by medical staff to determine appropriateness of services provided as defined in the CalOptima Program(s).
- 1.13. "Community Supports" means "in-lieu of services", as set forth in 42 CFR § 438.3(e)(2), that are offered in place of services or settings covered under the California Medicaid State Plan ("State Plan") and are medically appropriate, cost-effective alternatives to the State Plan Covered Services. Community Supports are optional for both CalOptima and the Member, must be approved by the DHCS, and are authorized and identified in CalOptima's Medi-Cal Contract with DHCS. Effective no sooner than January 1, 2022, CalOptima shall offer the following fourteen (14) selected DHCS-approved Community Supports, as further defined in CalOptima Policy GG.1355: Community Supports: (i) Housing Transition Navigation Services; (ii) Housing Deposits; (iii) Housing Tenancy and Sustaining Services; (iv) Recuperative Care (Medical Respite); (v) Day Habilitation Programs; (vi) Medically Tailored Meals; (vii) Personal Care and Homemaker Services; (viii) Short-Term Post-Hospitalization Housing Services; (ix) Sobering Centers; (x) Respite Services; (xi) Nursing Facility Transition/Diversion to Assisted Living Facilities Services; (xii) Community Transition /Nursing Facility Transition to a Home Services; (xiii) Environmental Accessibility Adaptations; and (xiv) Asthma Remediation Services.
- 1.14. For purposes of this Contract, the Community Supports that Provider shall offer to Members are the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.15. "Community Supports Provider" means the Provider when providing DHCS-approved Community Supports to Members pursuant to this Contract. Provider shall have the experience and/or training in providing the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.16. "Community Network" means CalOptima's direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. Community Network Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.17. "Compliance Program" means the program (including, without limitation, the compliance manual, code of conduct and CalOptima Policies) developed and adopted by CalOptima to promote, monitor and ensure that CalOptima's operations and practices and the practices of the members of its Board of Directors, employees, contractors and providers comply with applicable law and ethical standards. The Compliance Program includes CalOptima's Fraud, Waste and Abuse ("FWA") plan.
- 1.18. "Coordination of Benefits" or "COB" refers to the determination of order of financial responsibility which applies when two or more health benefit plans provide coverage of items and services for an individual.
- 1.19. "Covered Services" means those services provided under the Fee-for-Service Medi-Cal program, as set forth in Article 4, Chapter 3 (beginning with Section 51301), Subdivision 1, Division 3, Title 22, CCR, and Article 4 (beginning with Section 6840), Subchapter 13, Chapter 4, Division 1 of Title 17, CCR, which (i) are included as Covered Services under the DHCS Contract; and (ii) are Medically Necessary, as described in Attachment A (which may be revised from time to time at the discretion of CalOptima), along with chiropractic services (as defined in Section 51308 of Title 22, CCR), podiatry services (as defined in Section 51310 of Title 22, CCR), speech pathology services and audiology services (as defined in Section 51309 of Title 22, CCR) and effective July 1, 2019, or such later date as the CalOptima Whole Child Model Program becomes effective, Covered Services shall also include CCS Services (as defined in Subdivision 7 of Division 2 of Title 22 of the California Code of Regulations), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program.
- 1.20. "ECM Provider" means CalOptima Direct or Health Network, as applicable, when providing ECM services to their assigned ECM Members under CalOptima's Medi-Cal Program.
- 1.21. "Effective Date" means the effective date of commencement of the Contract as provided in Article 10.
- 1.22. "Encounter Data" means the record of a Member receiving any item(s) or service(s) provided through Medicaid or Medicare under a prepaid, capitated or any other risk basis payment methodology submitted to CMS. The encounter data record shall incorporate HIPAA security, privacy, and transaction standards and be submitted in ASCX12N 837 or any successor format required by CalOptima's Regulators."
- 1.23. "Enhanced Care Management" or "ECM" means a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, high-touch, and person-centered. ECM is a Medi-Cal benefit.
- 1.24. "Government Agencies" means Federal and State agencies that are parties to the Government Contracts including, HHS/CMS, DHCS, DMHC and their respective agents and contractors, including quality improvement organizations (QIOs).
- 1.25. "Government Contract(s)" means the written contract(s) between CalOptima and the Federal and/or State government pursuant to which CalOptima administers and pays for covered items and services under a CalOptima Program.
- 1.26. "Government Guidance" means Federal and State operational and other instructions related to the coverage, payment and/or administration of CalOptima Program(s).
- 1.27. "Health Network" means a physician group, physician-hospital consortium or health care service plan, such as an HMO, which is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.28. "Licenses" means all licenses and permits that Provider is required to have in order to participate in the CalOptima Programs and/or furnish the items and/or services described under this Contract.

- 1.29. "Medi-Cal" is the name of the Medicaid program for the State of California (*i.e.*, the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.30. "Medically Necessary" or "Medical Necessity" means reasonable and necessary services to protect life, to prevent illness or disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness or injury, achieve age appropriate growth and development, and attain, maintain, or regain functional capacity per Title 22, CCR Section 51303 (a) and 42 CFR 438.210 (a)(5). When determining the Medical Necessity for a Medi-Cal beneficiary under the age of 21, "Medical Necessity" is expanded to include the standards set forth in 42 USC Section 1396d(r), and W & I Code Section 14132(v).
- 1.31. "Medicare" means the Federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.32. "Medicare Secondary Payer" or "MSP" means the Medicare coordination of benefits requirements as incorporated in MA regulations.
- 1.33. "Member" means any person who has been determined to be eligible to receive benefits from, and is enrolled in, one or more CalOptima Program. Member may also be referred to as Enrollee or Participant depending on the CalOptima Program.
- 1.34. "Memorandum/Memoranda of Understanding" or "MOU" means an agreement(s) between CalOptima and an external agency(ies), which delineates responsibilities for coordinating care to CalOptima Members.
- 1.35. "Participating Provider" means an institutional, professional or other Provider of health care services who has entered into a written agreement with CalOptima to provide Covered Services to Members.
- 1.36. "Participation Status" means whether or not a person or entity is or has been suspended, precluded, or excluded from participation in Federal and/or State health care programs and/or has a felony conviction (if applicable) as specified in CalOptima's Compliance Program and CalOptima Policies.
- 1.37. "Preclusion List" means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for Medicare Advantage (MA) items and services or Part D drugs furnished or prescribed to Medicare beneficiaries.
- 1.38. "Subcontract" means a contract entered into by Provider with a party that agrees to furnish items and/or services to CalOptima Members, or administrative functions or services related to Provider fulfilling its obligation to CalOptima under the terms of this Contract if, and to the extent, permitted under this Contract.
- 1.39. "Subcontractor" means a person or entity who has entered into a Subcontract with Provider for the purposes of filling Provider's obligations to CalOptima under the terms of this Contract. Subcontractors may also be referred to as Downstream Entities.
- 1.40. "Whole Child Model Program" or "WCM" means CalOptima's WCM program whereby CCS will be a Medi-Cal managed care plan benefit with the goal being to improve health care coordination for the whole child, rather than handle CCS Eligible Conditions separately.

## ARTICLE 2 FUNCTIONS AND DUTIES OF PROVIDER

- 2.1 Provision of Covered Services.
- 2.1.1 Provider shall furnish Covered Services identified in Attachment A to eligible Members in the applicable CalOptima Programs. Provider shall furnish such items and services in a manner satisfactory to CalOptima.
- 2.1.2 Throughout the term of this Contract, and subject to the conditions of the Contract, Provider shall maintain the quantity and quality of its services and personnel in accordance with the requirements of this Contract, to meet Provider's obligation to provide Covered Services hereunder.
- 2.1.3 In accordance with Section 2.22 of this Contract, Provider and its Subcontractors shall furnish Covered Services to Members under this Contract in the same manner as those services are provided to other patients.
- 2.2 Licensure. Provider represents and warrants that it has, and shall maintain during the term of this Contract, valid and active Licenses applicable to the Covered Services and for the State in which the Covered Services are rendered.
- 2.3 Regulatory Approvals. Provider represents and warrants that it has, and shall maintain during the term of this Contract, applicable Medi-Cal and Medicare provider and/or supplier numbers.
- 2.4 Good Standing. Provider represents it is in good standing with State licensing boards applicable to its business, DHCS, CMS and the DHHS Officer of Inspector General ("OIG"). Provider agrees to furnish CalOptima with any and all correspondence with, and notices from, these agencies of investigations and/or the issuance of criminal, civil and/or administrative sanctions (threatened or imposed) related to licensure, fraud and or abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or participation status.
- 2.5 Geographic Coverage Area. Provider shall serve Members in all areas of Orange County, California.
- 2.6 Eligibility Verification. Provider shall verify a Member's eligibility for the applicable CalOptima Program benefits upon receiving request for Covered Services. For Members in the Medi-Cal Program with share of cost (SOC) obligations, Provider shall collect SOC in accordance with CalOptima Policies.
- 2.7 Notices and Citations. Provider shall notify CalOptima in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates Provider that contains a citation, sanction and/or disapproval of Provider's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- 2.8 Professional Standards. All Provider Services provided or arranged for under this Contract shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Contract; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of CalOptima's UM and QMI Programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Contract.



- 2.9 Marketing Requirements. Provider shall comply with CalOptima's marketing guidelines relevant to the pertinent CalOptima Program(s) and applicable laws and regulations.
- 2.10 Disclosure of Provider Ownership. Provider shall provide CalOptima with the following information, as applicable: (a) names of all officers of Provider's governing board; (b) names of all owners of Provider; (c) names of stockholders owning more than five percent (5%) of the stock issued by Provider; and (d) names of major creditors holding more than five percent (5%) of the debt of Provider. Provider shall complete any disclosure forms required under the CalOptima Programs as requested by CalOptima. Provider shall notify CalOptima immediately of any changes to the information included by Provider in the disclosure forms submitted to CalOptima.
- 2.11 Not applicable to this Contract.
- 2.12 Provider Agreement to Extend Terms and Rates. Provider agrees to extend to Health Networks the same terms contained in this Contract regarding Provider performance, duties and obligations, and rates for Covered Services provided to CalOptima Members enrolled in Health Networks. Provider agrees to contract with a Health Network(s) upon the request of a Health Network(s).
- 2.13 CalOptima QMI Program. Provider acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings including services furnished by Provider. Provider agrees, when reasonable and within capability of Provider, that it is subject to the requirements of CalOptima's QMI Program and that it shall participate in QMI Program activities as required by CalOptima. Such activities may include, but are not limited to, the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima's regulators) that support CalOptima's efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. Provider shall participate in CalOptima's QMI Program development and implementation for the purpose of collecting and studying data reflecting clinical status and quality of life outcomes for CalOptima Members. Provider shall cooperate with CalOptima and Government Agencies in any complaint, appeal or other review of Provider Services (e.g., medical necessity) and shall accept as final all decisions regarding disputes over Provider Services by CalOptima or such Government Agencies, as applicable, and as required under the applicable CalOptima Program. Provider shall also allow CalOptima to use performance data for quality and reporting purposes including, but not limited to, quality improvement activities and public reporting to consumers, and performance data reporting to regulators as identified in CalOptima Policies.
- Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities and public reporting to consumers, as identified in CalOptima policy GG.1638.
- 2.14 Utilization & Resource Management Program. Provider acknowledges and agrees that CalOptima has implemented and maintains a Utilization & Resource Management Program ("UM Program") that addresses evaluations of medical necessity and processes to review and approve the provision of items and services, including Covered Services, to Members. Provider shall comply with the requirements of the UM Program including, without limitation, those criteria applicable to the Covered Services as described in this Contract.

7

- 2.15 CalOptima Oversight. Provider understands and agrees that CalOptima is responsible for the monitoring and oversight of all duties of Provider under this Contract, and that CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing Provider's duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee Provider's performance of duties described in this Contract; (iii) require Provider to take corrective action if CalOptima or a Government Agency determines that corrective action is needed with regard to any duty under this Contract; and/or (iv) revoke the delegation of any duty, if Provider fails to meet CalOptima standards in the performance of that duty. Provider shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with the laws, accreditation agency standards, and/or CalOptima Policies governing the duties of Provider or the oversight of those duties.
- 2.16 Transfer of Care. Upon request by a CalOptima Member, Provider shall assist the CalOptima Member in the orderly transfer of such CalOptima Member's medical care. In doing so, Provider shall make available to the new provider of care for the Member, copies of the medical records, patient files, and other pertinent information, including information maintained by any Subcontractor, necessary for efficient medical case management of Member. In no circumstance shall a CalOptima Member be billed for this service.
- 2.17 Linguistic and Cultural Sensitivity Services. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. CalOptima will provide cultural competency, sensitivity, and diversity training. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall in its policies, administration, and services practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, foster in staff attitudes and interpersonal communication styles that respect Members' cultural backgrounds. Provider shall fully cooperate with CalOptima in the provision of cultural and linguistic services provided by CalOptima for Members receiving services from Provider. Provider shall provide translation of written materials in the threshold languages identified by CalOptima at no higher than the sixth (6<sup>th</sup>) grade reading level.
- 2.18 Provision of Interpreters. Provider shall ensure that CalOptima Members are provided with linguistic interpreter services and interpreter services for Members who are deaf and hard of hearing as necessary to ensure effective communication regarding treatment, diagnosis, and medical history or health education pursuant to the requirements in this Contract, CalOptima Policies and Attachment B to this Contract.
- Interpreters shall be used where needed and when technical, medical, or treatment information is to be discussed. Provider shall not require a Member to use friends or family as interpreters. However, a family member may be used when the use of the family member or friend: (a) is requested by a Member; (b) will not compromise the effectiveness of service; (c) will not violate a Member's confidentiality; and (d) Member is advised that an interpreter is available at no cost to the Member.
- 2.19 CalOptima's Compliance Program and Other Guidance. Provider and its employees, board members, owners, Participating Providers and/or Subcontractors furnishing medical and/or administrative services under this Contract ("Provider's Agents") shall comply with the

8

requirements of CalOptima's Compliance Program, including CalOptima Policies, as may be amended from time to time. CalOptima shall make its Compliance Plan and Code of Conduct available to Provider and Provider shall make them available to Provider's Agents. Provider agrees to comply with, and be bound by, any and all MOUs.

- 2.20 Equal Opportunity. Provider and its Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Provider and its Subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Provider and its Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state Provider and its Subcontractors' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Provider and its Subcontractors will, in all solicitations or advancements for employees placed by or on behalf of Provider and its Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

Provider and its Subcontractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of Provider and its Subcontractors' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Provider and its Subcontractors will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Provider and its Subcontractors will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the

rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Provider and its Subcontractors' noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Contract may be cancelled, terminated, or suspended in whole or in part, and Provider and its Subcontractors may be declared ineligible for further federal and state contracts, in accordance with procedures authorized in Federal Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Provider and its Subcontractors will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each Subcontractor or vendor. Provider and its Subcontractors will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Provider and its Subcontractors become involved in, or are threatened with litigation by a Subcontractor or vendor as a result of such direction by DHCS, Provider and its Subcontractors may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 2.21 Compliance with Applicable Laws. Provider shall observe and comply with all Federal and State laws and regulations, and requirements established in Federal and/or State programs in effect when the Contract is signed or which may come into effect during the term of the Contract, which in any manner affects the Provider's performance under this Contract. Provider understands and agrees that payments made by CalOptima are, in whole or in part, derived from Federal funds, and therefore Provider and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving Federal funds. Provider agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and to require any Subcontractor to comply accordingly. Provider agrees to include the requirements of this section in its contracts with any Subcontractor.

- 2.22 No Discrimination/Harassment (Employees). During the performance of this Contract, Provider and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, physical disability (including Human Immunodeficiency Virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS)), mental disability, medical condition, marital status, age

(over 40), gender or the use of family and medical care leave and pregnancy disability leave. Provider and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder, (Title 2, CCR, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 2.23 **No Discrimination (Member).** Neither Provider nor its Subcontractors shall discriminate against Members because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act; and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.

For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute prohibited discrimination: (a) denying any Member any Covered Services or availability of a Provider, (b) providing to a Member any Covered Service which is different or is provided in a different name or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated, (c) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service, (d) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, (e) treating a Member differently than others similarly situated in determining compliance with admission, enrollment, quota, eligibility, or other requirements or conditions that individuals must meet in order to be provided any Covered Service, or in assigning the times or places for the provision of such services. Provider and its Subcontractors agree to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-CalOptima patients. Provider and its Subcontractors shall take affirmative action to ensure that all Members are provided Covered Services without discrimination, except where medically necessary. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but not be limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia. Provider and its Subcontractors shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Policies.

- 2.24 **Reporting Obligations.** In addition to any other reporting obligations under this Contract, Provider shall submit such reports and data relating to services covered under this Contract as are required by CalOptima, including, without limitations, to comply with the requests from Government Agencies to CalOptima. CalOptima shall reimburse Provider for reasonable costs for producing and delivering such reports and data.
- 2.25 **Subcontract Requirements.** If permitted by the terms of this Contract, Provider may subcontract for certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of Provider under this Contract. Provider must ensure that all Subcontracts are in writing and include any and all provisions required by this Contract or applicable Government Programs to be incorporated into Subcontracts. Provider shall make all Subcontracts available to CalOptima or its regulators upon request. Provider is required to inform CalOptima of the name and business addresses of all Subcontractors. Additionally, Provider shall require that all Subcontracts relating to the provision of Covered Services include, without limitation, the following provisions:
- 2.25.1 An agreement to make all books and records relative to the provision of and reimbursement for Covered Services furnished by Subcontractor to Provider available at all reasonable times for inspection, examination or copying by CalOptima or duly authorized representatives of the Government Agencies in accordance with Government Contract requirements.
- 2.25.2 An agreement to maintain such books and records (a) in accordance with the general standards applicable to such books and records and any record requirements in this Contract and CalOptima Policies; (b) at the Subcontractor's place of business or at such other mutually agreeable location in California.
- 2.25.3 An agreement for the establishment and maintenance of and access to records as set forth in this Contract.
- 2.25.4 An agreement requiring Subcontractors to provide Covered Services to CalOptima Members in the same manner as those services are provided to other patients.
- 2.25.5 An agreement to comply with all provisions of this Contract and applicable law with respect to providing and paying for Emergency Services.
- 2.25.6 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractors' professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
- 2.25.7 An agreement to comply with CalOptima's Compliance Program.
- 2.25.8 An agreement to comply with Member financial and hold harmless protections as set forth in this Contract.
- 2.26 **Fraud and Abuse Reporting.** Provider shall report to CalOptima all cases of suspected fraud and/or abuse, as defined in 42 Code of Federal Regulations, Section 455.2, relating to the rendering of Covered Services by Provider, whether by Provider, Provider's employees, Subcontractors, and/or Members within five (5) working days of the date when Provider first becomes aware of or is on notice of such activity.

- 2.27 Participation Status. Provider shall have Policies and Procedures to verify the Participation Status of Provider's Agents. In addition, Provider attests and agrees as follows:
- 2.27.1 Provider and Provider's Agents shall meet CalOptima's Participation Status requirements during the term of this Contract.
- 2.27.2 Provider shall immediately disclose to CalOptima, including, but not limited to, any pending investigation involving, or any determination of, suspension, exclusion or debarment of Provider or Provider's Agents occurring and/or discovered during the term of this Contract.
- 2.27.3 Provider shall take immediate action to remove any employee of Provider that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members which may include but is not limited to adverse decisions and licensure issues.
- 2.27.4 Provider shall include the obligations of this Section in its Subcontracts.
- 2.27.5 CalOptima shall not make payment for a healthcare item or service furnished by an individual or entity that does not meet Participation Status requirements or is included on the Preclusion List. Provider shall provide written notice to the Member who received the services and the excluded provider or provider listed on the Preclusion List that payment will not be made, in accordance with CMS requirements.
- 2.28 Credentialing and Recredentialing. Prior to providing any Covered Services under, and throughout the duration of, this Contract, Provider, and all Subcontractors, shall be credentialed and periodically recredentialed by CalOptima in the manner and to the extent required by CalOptima Policy.
- 2.29 Physical Access for Members. Provider's and its Subcontractor's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled, which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.
- 2.30 Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Contract, Provider certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

Provider further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.

- 2.31 CLIA Laboratories. Provider shall only use laboratories with a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver shall provide only the types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- 2.32 Member Rights. Provider shall ensure that each Member's rights, as set forth in state and federal law and CalOptima Policy, are fully respected and observed.
- 2.33 Electronic Transactions. Provider shall use best efforts to participate in the exchange of electronic transactions with CalOptima, including but not limited to electronic claims submission (EDI), verification of eligibility and enrollment through electronic means and submission of electronic prior authorization transactions in accordance with CalOptima Policy and Procedure.
- 2.34 Advanced Directives. Provider shall maintain written Policies and Procedures related to Advanced Directives in compliance with State and Federal laws and regulations. Provider shall document patient records with respect to the existence of an Advanced Directive in accordance with applicable law. Provider shall not discriminate against any Member on the basis of that Member's Advanced Directive status. Nothing in this Contract shall be interpreted to require a Member to execute an Advance Directive or agree to orders regarding the provision of life-sustaining treatment as a condition of receipt of services.
- 2.35 Not applicable to this Contract.
- 2.36 Not applicable to this Contract.
- 2.37 Whole Child Model Program Compliance. If Provider is a CCS-authorized provider, then in the provision of CCS Services to CalOptima Members, the Provider shall follow CCS Program guidelines, including CCS Program regulations, and where CCS clinical guidelines do not exist, Provider will use evidence-based guidelines or treatment protocols that are medically appropriate to the Member's CCS Eligible Condition.
- 2.38 CCS Provider Compliance.
- 2.38.1 Only CCS-Paneled Providers may treat a Member's CCS Eligible Condition.
- 2.38.2 If Provider is a CCS-Paneled Provider, Provider agrees to provide services for the Whole Child Model Program in accordance with this Contract and CalOptima Policies.
- 2.38.2.1 Effective when the CalOptima Whole Child Model Program becomes effective, Provider shall provide all Medically Necessary services previously covered by the CCS Program as Covered Services under this Contract for Members who are eligible for the CCS Program, and for Members who are determined medically eligible for CCS by the local CCS Program.
- 2.38.2.2 To ensure consistency in the provision of CCS Covered Services, Provider shall use all current and applicable CCS Program guidelines, including CCS Program regulations. When applicable CCS clinical guidelines do not exist, Provider shall

use evidence-based guidelines or treatment protocols that are medically appropriate given the Members' CCS Eligible Condition.

2.39 Provider Terminations. In the event that a Participating Provider is terminated or leaves Provider, Provider shall ensure that there is no disruption in services provided to Members who are receiving treatment for a chronic or ongoing medical condition or LTSS, Provider shall ensure that there is no disruption in services provided to the CalOptima Member.

2.40 Government Claims Act. Provider shall ensure that Provider and its agents and Subcontractors comply with the applicable provisions of the Government Claims Act (California Government Code section 900 et seq.), including, but not limited to Government Code sections 910 and 915, for any disputes arising under this Contract, and in accordance with CalOptima Policy AA.1217.

2.41 Certification of Document and Data Submissions. All data, information, and documentation provided by Provider to CalOptima pursuant to this Contract and/or CalOptima Policies, which are specified in 42 CFR 438.604 and/or as otherwise required by CalOptima and/or CalOptima's Regulators, shall be accompanied by a certification statement on the Provider's letterhead sign by the Provider's Chief Executive Officer or Chief Financial Officer (or an individual who reports directly to and has delegated authority to sign for such Officer) attesting that based on the best information, knowledge, and belief, the data, documentation, and information is accurate, complete, and truthful.

2.42 Community Supports.

2.42.1 Community Supports Provider Requirements.

2.42.1.1 If a State-level enrollment pathway exists for the Community Supports Provider, the Community Supports Provider shall enroll in the Medi-Cal program pursuant to relevant APLs, including APL 19-004: Provider Credentialing/Recertification and Screening/Enrollment. If APL 19-004 does not apply to the Community Supports Provider, the Community Supports Provider will comply with CalOptima's process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

2.42.1.2 The Community Supports Provider shall have the required experience and/or training in the provision of the Community Supports being offered.

2.42.1.3 The Community Supports Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by CalOptima, in its sole discretion.

2.42.1.4 Subject to all applicable requirements set forth in this Contract (including but not limited to, subcontracting requirements) and CalOptima's prior written approval, if the Community Supports Provider subcontracts with other entities to administer its Community Supports obligations under this Contract, the Community Supports Provider shall ensure the agreements with each Subcontractor bind that Subcontractor to applicable terms and conditions set forth in this Section 2.42 and Attachment A of this Contract and CalOptima

Policies. Notwithstanding any subcontracting arrangements, Community Supports Provider shall remain responsible and accountable for any subcontracted Community Supports functions.

2.42.2 Delivery of Community Supports. Community Supports Provider shall deliver contracted Community Supports in accordance with the DHCS service definitions and requirements, CalOptima Policies, including but not limited to, CalOptima Policy GG.1355: Community Supports, and this Contract.

2.42.2.1 Community Supports Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is required to provide under this Contract.

2.42.2.2 Community Supports Provider shall:

a. Accept and act upon Member referrals from CalOptima or Health Network for authorized Community Supports, unless the Community Supports Provider is at pre-determined capacity;

b. Conduct outreach to the referred Member for authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within twenty four (24) hours of assignment, if applicable;

c. Be responsive to incoming calls or other outreach from Members, including by maintaining a phone line that is staffed or able to record voicemail twenty four (24) hours a day, seven (7) days a week;

d. Coordinate with other providers in the Member's care team, including ECM Providers, other Community Supports providers, CalOptima, and Health Networks;

e. Comply with cultural competency and linguistic requirements required by this Contract, CalOptima Policies, and federal, State and local laws;

f. Comply with non-discrimination requirements set forth in this Contract and State and federal laws.

2.42.3 When federal law requires authorization for data sharing, Community Supports Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information ("PHI"), and shall confirm it has obtained such authorization to CalOptima. Member authorization for Community Supports-related data sharing is not required for the Community Supports Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Community Supports Provider will be reimbursed only for Community Supports services that are authorized by CalOptima or Health Network. In the event of a Member requesting Community Supports services that are not yet authorized by CalOptima or a Health Network, Community Supports Provider shall send prior authorization request(s) to

- CalOptima for a CalOptima Direct Member or the Member's assigned Health Network, as applicable.
- 2.42.4 If a Community Supports is discontinued for any reason, Community Supports Provider shall support transition planning for the Member into other programs or services that meet their needs.
- 2.42.5 Community Supports Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to CalOptima or Health Network for authorization.
- 2.42.6 Payment of Community Supports. Community Supports Provider shall record, generate, and send a claim or invoice to CalOptima for Community Supports rendered. If Community Supports Provider submits claims, Community Supports Provider shall submit claims to CalOptima using specifications based Medi-Cal national standards and code sets defined by DHCS.
- 2.42.6.1 In the event Community Supports Provider is unable to submit claims to CalOptima for Community Supports-related services using specifications based on national standards or DHCS-defined standard specifications and code sets, Community Supports Provider shall submit invoices with minimum necessary data elements defined by DHCS, which includes (i) information about the Member, (ii) the Community Supports services rendered, and (iii) Community Supports Providers' information to support appropriate reimbursement by CalOptima, that will allow CalOptima to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS.
- 2.42.6.2 Community Supports Provider shall not receive payment from CalOptima for the provision of any Community Supports services not authorized by CalOptima or Health Network.
- 2.42.6.3 CalOptima will provide expedited payments for urgent Community Supports (e.g., Recuperative Care services for a Member who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment), pursuant to its contract with DHCS and any other related DHCS guidance.
- 2.42.7 Community Supports Provider must have a system in place to accept payment from CalOptima for Community Supports rendered. CalOptima shall pay ninety percent (90%) of all clean claims and invoices within thirty (30) days of receipt and ninety nine percent (99%) of clean claims and invoices within ninety (90) days of receipt.
- 2.42.8 Data Sharing to Support Community Supports. As part of the referral process, CalOptima will ensure Community Supports Provider has access to:
- 2.42.8.1 Demographic and administrative information confirming the referred Member's eligibility for the requested service;

- 2.42.8.2 Appropriate administrative, clinical, and social service information the Community Supports Provider might need in order to effectively provide the requested service; and
- 2.42.8.3 Billing information necessary to support the Community Supports Provider's ability to submit invoices to CalOptima.
- 2.42.8.4 Quality and Oversight. Community Supports Provider acknowledges that CalOptima will conduct oversight of its delivery of Community Supports to ensure the quality of services rendered and ongoing compliance with all legal and contractual obligations both CalOptima and the Community Supports Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

**ARTICLE 3  
FUNCTIONS AND DUTIES OF CALOPTIMA**

- 3.1 Payment. CalOptima shall pay Provider for Covered Services provided to CalOptima Members. Provider agrees to accept the compensation set forth in Attachment C as payment in full from CalOptima for such Covered Services. Upon submission of a Clean Claim, CalOptima shall pay Provider pursuant to CalOptima Policies and Attachment C. Notwithstanding the foregoing, Provider may also collect other amounts (e.g., copayments, deductibles, OHC and/or third party liability payments) where expressly authorized to do so under the CalOptima Program(s) and applicable law. Provider agrees that Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts and that the provider will (A) accept the plan payment as payment in full, or (B) bill the appropriate State source as required at 42 CFR §422.504(g)(1)(iii).
- 3.2 Service Authorization. CalOptima shall provide a written authorization process for Covered Services pursuant to CalOptima Policies.
- 3.3 Limitations of CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's obligation to pay Provider any amounts shall be subject to CalOptima's receipt of the funding from the Federal and/or State governments.

**ARTICLE 4  
PAYMENT PROCEDURES**

- 4.1 Billing and Claims Submission. Provider shall submit Claims for Covered Services in accordance with CalOptima Policies applicable to the Claims submission process.
- 4.2 Prompt Payment. CalOptima shall make payments to Provider in the time and manner set forth in CalOptima Policies related to the CalOptima Programs and/or this Contract. Additional procedures related to claims processing and payment are set forth in the attached CalOptima Program Addenda.
- 4.3 Claim Completion and Accuracy. Provider shall be responsible for the completion and accuracy of all Claims submitted whether on paper forms or electronically including claims submitted for the Provider by other parties. Use of a billing agent does not abrogate Provider's responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. Provider acknowledges that Provider remains responsible for all Claims

and that anyone who misrepresents, falsifies, or causes to be misrepresented or falsified, any records or other information relating to that Claim may be subject to legal action.

- 4.4 Claims Deficiencies. Any Claim that fails to meet CalOptima requirements for claims processing shall be denied and Provider notified of denial pursuant to CalOptima Policies and applicable Federal and/or State laws and regulations.
- 4.5 COB. Provider shall coordinate benefits with other programs or entitlements recognizing where OHC is primary coverage in accordance with CalOptima Program requirements. Provider acknowledges that Medi-Cal is the payor of last resort.
- 4.6 (This section left intentionally blank)
- 4.7 Member Financial Protections. Provider and its Subcontractors shall comply with Member financial protections as follows:
- 4.7.1 Provider agrees to indemnify and hold Members harmless from all efforts to seek compensation and any claims for compensation from Members for Covered Services under this Contract. In no event shall a Member be liable to Provider for any amounts which are owed by, or are the obligation of, CalOptima.
- 4.7.2 In no event, including, but not limited to, non-payment by CalOptima, CalOptima's or Provider's insolvency, or breach of this contract by CalOptima, shall Provider, or any of its Subcontractors, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, Provider may collect SOC, co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.
- 4.7.3 This provision does not prohibit Provider or its Subcontractors from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member's medical record prior to rendering such services.
- 4.7.4 Upon receiving notice of Provider invoicing or balance billing a Member for the difference between the Provider's billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction the Provider or take other action as provided in this Contract.
- 4.7.5 This section shall survive the termination of this Contract for Covered Services furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between the Provider and its Subcontractors. Language to ensure the foregoing shall be included in all of Provider's Subcontracts related to provision of Covered Services to CalOptima Members.
- 4.8 Overpayments and CalOptima Right to Recover. Provider has an obligation to report any overpayment identified by Provider, and to repay such overpayment to CalOptima within sixty (60) days of such identification by Provider, or of receipt of notice of an overpayment identified

19

by CalOptima. Provider acknowledges and agrees that, in the event that CalOptima determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to Provider, CalOptima shall have the right to recover such amounts from Provider by recoupment or offset from current or future amounts due from CalOptima to Provider, after giving Provider notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from Provider to CalOptima, including, but not limited to, amounts due because of:

- 4.8.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this contract.
- 4.8.2 Payments made for services provided to a Member that is subsequently determined to have not been eligible on the date of service.
- 4.8.3 Unpaid Conlan reimbursements owed by provider to a Member.
- 4.8.4 Payments made for services provided by a Provider that has entered into a private contract with a Medicare beneficiary for Covered Services.

#### ARTICLE 5 INSURANCE AND INDEMNIFICATION

- 5.1 Indemnification. Each party to this Contract agrees to defend, indemnify and hold each other and the State harmless, with respect to any and all Claims, costs, damages and expenses, including reasonable attorney's fees, which are related to or arise out of the negligent or willful performance or non-performance by the indemnifying party, of any functions, duties or obligations of such party under this Contract. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 5.2 Provider Professional Liability. Provider, at its sole cost and expense, shall ensure that it and Subcontractors providing professional services under this Contract shall maintain professional liability insurance coverage with minimum per incident and annual aggregate amounts which are at least equal to the community minimum amounts in Orange County, California, for the specialty or type of service which Provider provides, with a minimum of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.3 Provider Commercial General Liability (~~"CGL"~~) / Automobile Liability. Provider at its sole cost and expense shall maintain such policies of commercial general liability and automobile liability insurance and other insurance as shall be necessary to insure it and its business addresses, customers (including Members), employees, agents, and representatives against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, b) the use of any property of the Provider, and c) activities performed in connection with the Contract, with minimum coverage of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.4 Workers Compensation Insurance. Provider at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and

20

employers liability insurance with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 aggregate per year.

5.5 Insurer Ratings. All above insurance shall be provided by an insurer:

5.5.1 rated by Best's with a rating of B or better; and

5.5.2 "admitted" to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code 12180.7.

5.6 Captive Risk Retention Group/Self Insured. Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima, but only after CalOptima reviews the Captive Risk Retention Group's or self-insured's audited financial statements and approves the waiver.

5.7 Cancellation or Material Change. The Provider shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Contract.

5.8 Certificates of Insurance. Prior to execution of this Contract, Provider shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

#### ARTICLE 6 RECORDS, AUDITS AND REPORTS

6.1 Access to and Audit of Contract Records. For the purpose of review of items and services furnished under the terms of this Contract and duplication of any books and records, Provider and its Subcontractors shall allow CalOptima, its regulators and/or their duly authorized agents and representatives access to said books and records, including medical records, contracts, documents, electronic systems for the purpose of direct physical examination of the records by CalOptima or its regulators and/or their duly authorized agents and representatives at the Provider's premises. Provider shall be given advance notice of such visit in accordance with CalOptima Policies. Such access shall include the right to directly observe all aspects of Provider's operations and to inspect, audit and reproduce all records and materials and to verify Claims and reports required according to the provisions of this Contract. Provider shall maintain records in chronological sequence, and in an immediately retrievable form in accordance with the laws and regulations applicable to such record keeping. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider and its Subcontractors from participation in the Medi-Cal program; seek recovery of payments made to the Provider; impose other sanctions provided under the State Plan, and Provider's contract may be terminated due to fraud.

6.2 Medical Records. Provider and its Subcontractors shall establish and maintain for each Member who has obtained Covered Services, medical records which are organized in a manner which contain such demographic and clinical information as is necessary to provide and ensure accurate and timely documentation as to the medical problems and Covered Services provided to the Member. Such medical records shall be consistent with State and Federal laws and CalOptima Program requirements and shall include a historical record of diagnostic and therapeutic services recommended or provided by, or under the direction of, the Provider. Such medical records shall be in such a form as to allow trained health professionals, other than the Provider, to readily determine the nature and extent of the Member's medical problem and the services provided, and to permit peer review of the care furnished to the Member.

6.3 Records Retention. The Provider shall maintain books and records in accordance with the time and manner requirements set forth in Federal and State laws and CalOptima Programs as identified in the CalOptima Program Addenda to this Contract. Where the Provider furnishes Covered Services to a Member in more than one CalOptima Program with different record retention periods, then the greater of the record retention requirements shall apply.

6.4 Audit, Review and/or Duplication. Audit, review and/or duplication of data or records shall occur within regular business hours, and shall be subject to Federal and State laws concerning confidentiality and ownership of records. Provider shall pay all duplication and mailing costs associated with such audits.

6.5 Confidentiality of Member Information. Provider agrees to comply with applicable Federal and State laws and regulations governing the confidentiality of Member medical and other information. Provider further agrees:

6.5.1 Health Insurance Portability and Accountability Act (HIPAA). Provider shall comply with HIPAA statutory and regulatory requirements ("HIPAA requirements"), whether existing now or in the future within a reasonable time prior to the effective date of such requirements. Provider shall comply with HIPAA requirements as currently established in CalOptima Policies. Provider shall also take actions and develop capabilities as required to support CalOptima compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standards formats.

6.5.2 Members Receiving State Assistance. Notwithstanding any other provision of this Contract, names and identification numbers of Members receiving public assistance are confidential and are to be protected from unauthorized disclosure in accordance with applicable State and Federal laws and regulations. For the purpose of this Contract, Provider shall protect from unauthorized disclosure all information, records, data and data elements collected and maintained for the operation of the Contract and pertaining to Members.

6.5.3 Declaration of Confidentiality. If Provider and its Subcontractors have access to computer files or any data confidential by statute, including identification of eligible members, Provider and Subcontractors agree to sign a declaration of confidentiality in accordance with the applicable Government Contract and in a form acceptable to CalOptima and DHCS, DMHC (MRMIB) and/or CMS, as applicable.

6.6 Data Submission. Provider shall submit to CalOptima complete, accurate, reasonable, and timely provider data, encounter data, and other data and reports (a) needed by CalOptima in order for



CalOptima to meet its reporting requirements to DHCS, and/or (b) required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.

**ARTICLE 7  
TERM AND TERMINATION**

- 7.1 **Term.** The term of this Contract shall become effective on the Effective Date and continue in effect for five (5) years through June 30, 2027 ("Initial Term") and five (5) additional one-year automatic extensions except as directed otherwise by the Board.
- 7.2 **Termination for Default.** CalOptima may, in its sole discretion, terminate this Contract whenever CalOptima determines that the Provider or any Subcontractor (a) has repeatedly and inappropriately withheld Covered Services to a CalOptima Member(s), (b) has failed to perform its contracted duties and responsibilities in a timely and proper manner including, without limitation, service procedures and standards identified in this Contract, (c) has committed acts that discriminate against CalOptima Members on the basis of their health status or requirements for health care services; (d) has not provided Covered Services in the scope or manner required under the provisions of this Contract; (e) has engaged in prohibited marketing activities; (f) has failed to comply with CalOptima's Compliance Program, including Participation Status requirements; (g) has committed fraud or abuse relating to Covered Services or any and all obligations, duties and responsibilities under this Contract; or (h) has materially breached any covenant, condition, or term of this Contract. A termination as described above shall be referred to herein as "Termination for Default." In the event of a Termination for Default, CalOptima shall give Provider prior written notice of its intent to terminate with a thirty (30)-day cure period if the Termination for Default is curable, in the sole discretion of CalOptima. In the event the default is not cured within the thirty (30)-day period, CalOptima may terminate the Contract immediately following such thirty (30)-day period. The rights and remedies of CalOptima provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Provider shall not be relieved of its liability to CalOptima for damages sustained by virtue of breach of the Contract by the Provider or any Subcontractor.
- 7.3 **Immediate Termination.** CalOptima may terminate this Contract immediately upon the occurrence of any of the following events and delivery of written notice: (i) the suspension or revocation of any license, certification or accreditation required by Provider and/or Provider Agents; (ii) the determination by CalOptima that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against Provider or against Provider Agents in their capacities with the Provider by any Federal or State licensing agency; (iv) termination or non-renewal of any Government Contract; (v) the withdrawal of DHHS's approval of the waiver granted to the CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any of the Government Agencies or termination of the Section 1915(b) waiver, CalOptima shall immediately transmit such notice to Provider.
- 7.4 **Termination for Provider Insolvency.** If the Provider and/or any of its Subcontractors becomes insolvent, the Provider shall immediately so advise CalOptima, and CalOptima shall have, at its sole option, the right to terminate the Contract immediately. In the event of the filing of a petition for bankruptcy by or against the Provider or a principal Subcontractor, the Provider shall assure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.

- 7.5 **Modifications or Termination to Comply with Law.** CalOptima reserves the right to modify or terminate the Contract at any time when modifications or terminations are (a) mandated by changes in Federal or State laws, (b) required by Government Contracts, or (c) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima shall notify Provider in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements, and Provider shall comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS and to the extent possible.
- 7.6 **Termination Without Cause.** Either party may terminate this Contract, after the Initial Term, without cause, upon ninety (90) days' prior written notice to the other party as provided herein.
- 7.7 **Rate Adjustments.** The payment rates may be adjusted by CalOptima during the Contract period to reflect implementation of Federal or State laws or regulations, changes in the State budget, the Government Contract(s) or the Government Agencies' policies, and/or changes in Covered Services. If the Government Agency(ies) has provided CalOptima with advance notice of adjustment, CalOptima shall provide notice thereof to Provider as soon as practicable.
- 7.8 **Obligations Upon Termination.** Upon termination of this Contract, it is understood and agreed that Provider shall continue to provide authorized Covered Services to Members who retain eligibility and who are under the care of Provider at the time of such termination, until the services being rendered to Members are completed, unless CalOptima, in its sole discretion, makes reasonable and medically appropriate provisions for the assumption of such services. Payment for services under this paragraph shall be at the contracted rates. Prior to the termination or expiration of this Contract, and upon request by CalOptima or one of its regulatory agencies to assist in the orderly transfer of Members' medical care, Provider shall make available to CalOptima and/or such regulatory agency, copies of any pertinent information, including information maintained by Provider and any Subcontractor necessary for efficient case management of Members. Costs of reproduction shall be borne by CalOptima or the government agency, as applicable. For purposes of this section only, "under the care of Provider" shall mean that a Member has an authorization from CalOptima to receive services from the Provider issued prior to the Termination, all of the services authorized under that authorization have not yet been completed, and the time period covered by the authorization has not yet expired.
- 7.9 **Approval By and Notice to Government Agencies.** Provider acknowledges that this Contract and any modifications and/or amendments thereto are subject to the approval of applicable Federal and/or State agencies. CalOptima and Provider shall notify the Federal and/or State agencies of amendments to, or termination of, this Contract. Notice shall be given by first-class mail, postage prepaid to the attention of the State or Federal contracting officer for the pertinent CalOptima Program. Provider acknowledges and agrees that any amendments or modifications shall be consistent with requirements relating to submission to such Federal and/or State agency for approval.

**ARTICLE 8  
GRIEVANCES AND APPEALS**

- 8.1 **Provider Grievances.** CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances and appeals. Provider shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable CalOptima Program(s). Provider complaints, grievances, appeals, or other disputes regarding any issues arising under this Contract shall be resolved through such system.

8.2 Member Grievances and Appeals. Member grievances, complaints, and/or appeals shall be resolved in accordance with Federal and/or State laws, regulations and Government Guidance and as set forth in CalOptima Policies relating to the applicable CalOptima Program. Provider agrees to cooperate in the investigation of the issues and be bound by CalOptima's grievance decisions and, if applicable, State and/or Federal hearing decisions or any subsequent appeals.

**ARTICLE 9  
GENERAL PROVISIONS**

- 9.1 Assignment and Assumption. Provider acknowledges and agrees that a primary goal of CalOptima is to ensure the provision of quality healthcare services to CalOptima Members and that CalOptima and Provider have entered into this Contract for the benefit of CalOptima Members. Accordingly, CalOptima retains the rights set forth in this Section. Except as specifically permitted hereunder, this Contract is not assignable by the Provider, either in whole or in part, without the prior written consent of CalOptima, provided that CalOptima's consent may be withheld in its sole and absolute discretion. For purposes of this Section and this Contract, assignment includes, without limitation, (a) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider (whether in a single transaction or in a series of transactions), (b) the change of more than twenty-five percent (25%) of the directors or trustees of Provider, (c) the merger, reorganization, or consolidation of Provider with another entity with respect to which Provider is not the surviving entity, and/or (d) a change in the management of Provider from management by persons appointed, elected or otherwise selected by the governing body of Provider (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
- 9.2 Documents Constituting Contract. This Contract and its attachments, schedules, addenda and exhibits and all CalOptima Policies applicable to Covered Services and CalOptima Members (and any amendments thereto) shall constitute the entire agreement between the parties and shall supersede and terminate any previous agreements between the parties for Community Supports. It is the express intention of Provider and CalOptima that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.
- 9.3 Force Majeure. Both parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.
- 9.4 Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs and all contractual obligations of CalOptima. Provider shall bring any and all legal proceedings against CalOptima under this Contract in California State courts located in Orange County, California, unless mandated by law to be brought in federal court, in which case such legal proceedings shall be brought in the Central District Court of California.
- 9.5 Headings. The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 9.6 Independent Contractor Relationship. CalOptima and Provider agree that the Provider and any agents or employees of the Provider in performance of this Contract shall act in an independent

capacity and not as officers or employees of CalOptima. Provider's relationship with CalOptima in the performance of this Contract is that of an independent contractor. Provider's personnel performing services under this Contract shall be at all times under Provider's exclusive direction and control and shall be employees of Provider and not employees of CalOptima. Provider shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

- 9.7 No Liability of County of Orange. As required under Ordinance No. 3896 of the County of Orange, State of California, as amended, CalOptima and the Provider hereby acknowledge and agree that the obligations of CalOptima under this Contract are solely the obligations of CalOptima, and the County of Orange, State of California, shall have no obligation or liability therefor.
- 9.8 No Waiver. No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.
- 9.9 Notices. Any notice required to be given pursuant to the terms and provisions of this Contract, unless otherwise indicated herein, shall be in writing and shall be sent by Certified or Registered mail, return receipt requested, postage prepaid to the address set out below. Notice shall be deemed given seventy-two (72) hours after mailing.

If to CalOptima:

CalOptima  
Director of Contracting  
505 City Parkway West  
Orange, CA 92868

If to Provider:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

- 9.10 Omissions. In the event that either party hereto discovers any material omission in the provisions of this Contract which such party believes is essential to the successful performance of this Contract, said party may so inform the other party in writing, and the parties hereto shall

thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Contract.

- 9.11 **Prohibited Interests.** Provider covenants that, for the term of this Contract, no director, member, officer, or employee of CalOptima during his/her tenure has any interest, direct or indirect, in this Contract or the proceeds thereof.
- 9.12 **Regulatory Approval.** Notwithstanding any other provision of this Contract, the effectiveness of this Contract, amendments thereto, and assignments thereof, is subject to the approval of applicable Governmental Agencies and the conditions imposed by such agencies
- 9.13 **Authority to Execute.** The persons executing this Contract on behalf of the parties warrant that they are duly authorized to execute this Contract, and that by executing this Contract, the parties are formally bound.
- 9.14 **Severability.** In the event any provision of this Contract is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
- 9.15 **Dispute Resolution.**

**9.15.1 Meet and Confer.** For any dispute not subject to or resolved by the provider appeals process, or if either party has a dispute it seeks to address informally, the parties shall use reasonable efforts to informally meet and confer to try and resolve the dispute. The parties shall meet and confer within thirty (30) days of a written request submitted by either party in an effort to settle any dispute. At each meet-and-confer meeting, each party shall be represented by persons with final authority to settle the dispute. If either party fails to meet within the thirty (30)-day period, that party shall be deemed to have waived the meet-and-confer requirement, and at the other party's option, the dispute may proceed immediately to arbitration under Section 9.15.2.

**9.15.2 Arbitration.** If the parties are unable to resolve any dispute arising out of or relating to this Contract under Section 9.15.1, either party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California. The parties may agree in writing prior to commencing the arbitration on the dispute resolution rules and arbitration service that will be used to resolve the dispute. If the parties cannot reach such an agreement, the arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") in accordance with the commercial dispute rules then in effect for JAMS; provided, however, that this Contract shall control in instances where it conflicts with JAMS's (or the applicable arbitration service's) rules. The arbitration shall be conducted on an expedited basis by a single arbitrator. The parties prefer that the arbitrator be a retired judge of the California Superior, Appellate, or Supreme Court or of a United States court sitting in California. If no such retired judge is available, the arbitrator may be an attorney with at least fifteen (15) years of experience, including at least five (5) years in managed health care. If the parties are unable to agree on the arbitrator within thirty (30) days of the date that the arbitration service accepts the arbitration, the arbitrator shall be selected by the arbitration service from a list of four potential arbitrators (all of whom shall be on arbitration services' panel of arbitrators) submitted by the parties, two from

each side; provided, however, that nothing stated in this section shall prevent a party from disqualifying an arbitrator based on a conflict of interest. In making decisions about discovery and case management, it is the parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The parties shall share the costs of arbitration equally, and each party shall bear its own attorneys' fees and costs.

**9.15.3 Exclusive Remedy.** With the exception of any dispute that under Laws may not be settled through arbitration, arbitration under Section 9.15.2 is the exclusive method to resolve a dispute between the Parties arising out of or relating to this Contract that is not resolved through the provider appeals or meet-and-confer processes.

**9.15.4 Waiver.** By agreeing to binding arbitration as set forth in Section 9.15.2, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them was determined by litigation in a court, including the right to a jury trial, attorneys' fees, and certain rights of appeal.

**ARTICLE 10  
EXECUTION**

10.1 Subject to the State of California and United States providing funding for the term of this Contract and for the purposes with respect to which it is entered into, and execution of the Government Contracts and the approval of the Contract by the Government Agencies, this Contract shall become effective as of July 1, 2022 the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

Provider	CalOptima
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

**ATTACHMENT A  
COVERED SERVICES  
ARTICLE 1  
CALOPTIMA PROGRAMS**

1.1 CalOptima Programs. Provider shall furnish Community Supports Covered Services to eligible Members in the following CalOptima Programs:

- Medi-Cal Program
- OneCare Program
- Cal MediConnect Program/OneCare Connect

**ARTICLE 2  
SERVICES**

2.1 Scope of Covered Services. "Covered Services", as referred to in this Contract, means the services described in each of the schedules to this Attachment A. The schedules to this Attachment A are subject to DHCS's Community Supports Policy Guide, which DHCS may update from time to time. CalOptima may unilaterally amend the schedules in Attachment A, upon notice to Provider, to comply with any DHCS revisions to the Community Supports Policy Guide.

**ATTACHMENT A**  
**Housing Deposits Schedule**

1. Description/Overview

- A. Housing Deposits, as defined in this Section 1, assist with identifying, coordinating, securing, or funding one-time services and modifications necessary to enable a person to establish a basic household that do not constitute payment for room and board, such as:
  - i. Security deposits required to obtain a lease on an apartment or home.
  - ii. Set-up fees/deposits for utilities or service access and utility arrearages.
  - iii. First month coverage of utilities, including but not limited to telephone, gas, electricity, heating, and water.
  - iv. First month's and last month's rent as required by landlord for occupancy.
  - v. Services necessary for the Member's health and safety, such as pest eradication and one-time cleaning prior to occupancy.
  - vi. Goods such as an air conditioner or heater, and other medically necessary adaptive aids and services, designed to preserve a Members' health and safety in the home, such as hospital beds, Hoyer lifts, air filters, and specialized cleaning or pest control supplies etc., that are necessary to ensure access and safety for the Member upon move-in to the home.
- B. Housing Deposits provided shall be based on individualized assessment of needs and documented in the individualized housing support plan. Members may require and access a subset of the services listed above.
- C. Housing Deposits provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions, including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
- D. Housing Deposits do not include the provision of room and board or payment of ongoing rental costs beyond the first and last month's coverage as noted above.

2. Eligibility

- A. Any Member who received Housing Transition/Navigation Services Community Supports in counties that offer Housing Transition/Navigation Services;
- B. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless coordinated entry system or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or

- C. Members who meet the Housing and Urban Development ("HUD") definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, Institution for Mental Disease and State Hospitals.

3. Restrictions and Limitations

- A. Housing Deposits are available once in a Member's lifetime. Housing Deposits can only be approved one additional time with documentation as to what conditions have changed to demonstrate why providing Housing Deposits would be more successful on the second attempt. CalOptima is expected to make a good faith effort to review information available to it to determine whether a Member has previously received services.
- B. These services must be identified as reasonable and necessary in the Member's individualized housing support plan and are available only when the Member is unable to meet such expense.
- C. Members must also receive Housing Transition/Navigation services (at a minimum, the associated tenant screening, housing assessment and individualized housing support plan) in conjunction with this service.
- D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM STCs and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided to show examples of the types of Community Supports Providers CalOptima may choose to contract with, but it is not an exhaustive list of providers that may offer the services.
- B. The entity that is coordinating a Member's Housing Transition Navigation Services, or the CalOptima case manager, care coordinator, or housing navigator, may coordinate these services and pay for them directly (e.g., to the landlord, utility company, pest control company, etc.) or subcontract the services.
- C. Community Supports Providers must have demonstrated or verifiable experience and expertise with providing these unique services.
- D. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program pursuant to relevant DHCS APLs including Provider Credentialing/Recertification and Screening/Enrollment (APL 19-004). If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or

delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

**ATTACHMENT A**  
**Housing Transition Navigation Services Schedule**

1. Description/Overview
  - A. Housing Transition Navigation services, as defined in this Section 1, assist Members with obtaining housing and include:
    - i. Conducting a tenant screening and housing assessment that identifies the Member's preferences and barriers related to successful tenancy. The assessment may include collecting information on the Member's housing needs and on potential Housing Transition barriers, as well as identification of housing retention barriers.
    - ii. Developing an individualized housing support plan based upon the housing assessment that addresses identified barriers, includes short- and long-term measurable goals for each issue, establishes the Member's approach to meeting the goal, and identifies when other Providers or services, both reimbursed and not reimbursed by Medi-Cal, may be required to meet the goal.
    - iii. Searching for housing and presenting options.
    - iv. Assisting in securing housing, including the completion of housing applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history).
    - v. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for Supplemental Security Income ("SSI") eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skillset.
    - vi. Identifying and securing available resources to assist with subsidizing rent (such as U.S. Department of Housing and Urban Development's Housing Choice Voucher Program ("Section 8")) or state and local assistance programs and matching available rental subsidy resources to Members.
    - vii. Identifying and securing resources to cover expenses, such as security deposit, moving costs, adaptive aids, environmental modifications, moving costs, and other one-time expenses. Actual payment of these Housing Deposits and move-in expenses is a separate Community Supports under the Housing Deposits Schedule of this Agreement, if applicable.
    - viii. Assisting with requests for reasonable accommodation, if necessary, as related to expenses incurred by the housing navigator supporting the Member moving into the home. Assisting in arranging for and supporting the details of the move.
    - ix. Educating and engaging with landlords.
    - x. Ensuring that the living environment is safe and ready for move-in.
    - xi. Communicating and advocating on behalf of the Member with landlords.

- xii. Assisting with arranging for and supporting the details of the move.
  - xiii. Establishing procedures and contacts to retain housing, including developing a housing support crisis plan that includes prevention and early intervention services when housing is jeopardized. The services associated with the crisis plan are a separate Community Supports under Housing Tenancy and Sustaining Services.
  - xiv. Identifying, coordinating, securing, or funding non-emergency, non-medical transportation to assist Members' mobility to ensure reasonable accommodations and access to housing options prior to transition and on move-in day.
  - xv. Identifying and coordinating environmental modifications to install necessary accommodations for accessibility (*see* Community Supports under Environmental Accessibility Adaptations).
- B. The Housing Transition Navigation services provided should be based on individualized assessment of needs and documented in the individualized housing support plan. Members may only require and access only a subset of the services listed above.
  - C. The Housing Transition Navigation services provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions. Examples of best practices include housing first harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
  - D. The Housing Transition Navigation services may involve additional coordination with other entities to ensure the Member has access to supports needed for successful tenancy. These entities may include County Health, Public Health, Substance Use, Mental Health and Social Services Departments; County and City Housing Authorities; Continuums of Care and Coordinated Entry System; Sheriff's Department and Probation Officers, as applicable and to the extent possible; local legal service programs, community-based organizations housing Providers, local housing agencies, and housing development agencies. For Members who will need rental subsidy support to secure permanent housing, the services will require close coordination with local Coordinated Entry Systems, homeless services authorities, public housing authorities, and other operators of local rental subsidies. Some housing assistance (including recovery residences and emergency assistance or rental subsidies for Full Service Partnership Members) is also funded by county behavioral health agencies, and CalOptima and their contracted Community Supports Providers should expect to coordinate access to these housing resources through county behavioral health when appropriate.
  - E. The Housing Transition Navigation services should adopt, as a standard, the demonstrated need to ensure seamless service to Members experiencing homelessness entering the Housing Transition Navigation Services to Community Supports.
  - F. The Housing Transition Navigation services do not include the provision of room and board or payment of rental costs. Coordination with local entities is crucial to ensure that available options for room and board or rental payments are also coordinated with housing services and supports.

2. Eligibility

- A. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or
- B. Members who meet the Housing and Urban Development ("HUD") definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or are at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facilities, substance use disorder residential treatment facilities, recovery residences, institution for mental diseases and state hospitals; or
- C. Members who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:
  - i. A Member or family who:
    - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
    - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the "Homeless" definition in this section; and
    - c. Meets one of the following conditions:
      - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
      - (ii) Is living in the home of another because of economic hardship;
      - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
      - (iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income Members;

- (v) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - (vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- ii. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
  - iii. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- D. Members who are determined to be at risk of experiencing homelessness are eligible to receive Housing Transition Navigation services if they have significant barriers to housing stability and meet at least one of the following:
- i. Have one or more serious chronic conditions;
  - ii. Have a serious mental illness;
  - iii. Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or have a serious emotional disturbance (children and adolescents);
  - iv. Are receiving ; or
  - v. Are a transition-age youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or are children or adolescents with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

3. Restrictions and Limitations

- A. Housing Transition/Navigation services must be identified as reasonable and necessary in the Member's individualized housing support plan. The service duration can be as long as necessary.
- B. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

4. Licensing/ Allowable Community Supports Providers

- A. Community Supports Providers providing Housing Transition Navigation services must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided as an example of the types of Community Supports Providers that CalOptima may choose to contract with, but it is not an exhaustive list of Community Supports Providers who may offer the services.
- B. These Community Supports Providers must have demonstrated experience with providing housing-related services and supports and may include Providers such as:
  - i. Vocational services agencies;
  - ii. Providers of services for Members experiencing homelessness;
  - iii. Life skills training and education providers;
  - iv. County agencies;
  - v. Public hospital systems;
  - vi. Mental health or substance use disorder treatment providers, including county behavioral health agencies;
  - vii. Social services agencies;
  - viii. Affordable housing providers;
  - ix. Supportive housing providers; and
  - x. Federally qualified health centers and rural health clinics.

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider. Members who meet the eligibility requirements for Housing Transition/Navigation services shall also be assessed for ECM and Housing and Tenancy Support Services (if provided in



their county). When enrolled in ECM, Community Supports Services should be managed in coordination with ECM Providers. When Members receive more than one of these services, CalOptima should ensure services are coordinated by an ECM Provider whenever possible to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management. One exception to this is for benefits advocacy, which may require providers with a specialized skill set.

- C. If the CalOptima case manager, care coordinator or housing navigator is providing the service, that individual must have demonstrated experience working with Members experiencing homelessness or with the provision of housing-related services and supports to vulnerable populations.

**ATTACHMENT A**  
**Housing Tenancy and Sustaining Services Schedule**

1. Description/Overview

- A. Housing Tenancy and Sustaining services, as defined in this Section 1, provide tenancy and sustaining services, with a goal of maintaining safe and stable tenancy once housing is secured. Services include:
- i. Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment, hoarding, substance use, and other lease violations.
  - ii. Education and training on the roles, rights and responsibilities of the tenant and landlord.
  - iii. Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy.
  - iv. Coordination with the landlord and case management provider to address identified issues that could impact housing stability.
  - v. Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action including developing a repayment plan or identifying funding in situations in which the Member owes back rent or payment for damage to the unit.
  - vi. Advocacy and linkage with community resources to prevent eviction when housing is or may potentially become jeopardized.
  - vii. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for SSI eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skill set.
  - viii. Assistance with the annual housing recertification process.
  - ix. Coordinating with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers.
  - x. Continuing assistance with lease compliance, including ongoing support with activities related to household management.
  - xi. Health and safety visits, including unit habitability inspections. This does not include housing quality inspections.
  - xii. Other prevention and early intervention services identified in the crisis plan that are activated when housing is jeopardized (e.g., assisting with reasonable accommodation requests that were not initially required upon move-in).

- xiii. Providing independent living and life skills including assistance with and training on budgeting, including financial literacy and connection to community resources.
- B. The services provided shall be based on individualized assessment of needs and documented in the individualized housing support plan. Members may only require and access a subset of the services listed above.
- C. The services provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
- D. The services may involve coordination with other entities to ensure the Member has access to supports needed to maintain successful tenancy. Final program guidelines shall adopt, as a standard, the demonstrated need to ensure seamless service to Members experiencing homelessness entering the Housing Tenancy and Sustaining Services Community Supports.
- E. Services do not include the provision of room and board or payment of rental costs.

2. Eligibility

- A. Any Member who received Housing Transition/Navigation Services Community Supports;
- B. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or
- C. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, institutions for mental disease and state hospitals; or
- D. Members who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:
  - i. A Member or family who:
    - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;

- b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph C of the “Homeless” definition in this section; and
- c. Meets one of the following conditions:
  - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (ii) Is living in the home of another because of economic hardship;
  - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income Members;
- e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- ii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- iii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- iv. Members who are determined to be at risk of experiencing homelessness are eligible to receive Housing Tenancy and Sustaining Services if they have significant barriers to housing stability and meet at least one of the following:

- a. Have one or more serious chronic conditions;
- b. Have a serious mental illness;
- c. Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or have a serious emotional disturbance (children and adolescents);
- d. Are receiving ECM; or
- e. Are a transition-age youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

3. Restrictions and Limitations

- A. These Housing Tenancy and Sustaining services are available from the initiation of services through the time when the Member's housing support plan determines they are no longer needed. They are only available for a single duration in the Member's lifetime. Housing Tenancy and Sustaining Services can only be approved one additional time with documentation as to what conditions have changed to demonstrate why providing Housing Tenancy and Sustaining Services would be more successful on the second attempt. CalOptima is expected to make a good faith effort to review information available to it to determine if Member has previously received services. The service duration can be as long as necessary.
- B. These Housing Tenancy and Sustaining services must be identified as reasonable and necessary in the Member's individualized housing support plan and are available only when the enrollee is unable to successfully maintain longer-term housing without such assistance.
- C. Many Members will have also received Housing Transition/Navigation services (at a minimum, the associated tenant screening, housing assessment and individualized housing support plan) in conjunction with this service, but accessing such services is not a prerequisite for eligibility.
- D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers providing Housing Tenancy and Sustaining services must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided to show examples of the types of Community Supports Providers that CalOptima may choose to contract with, but it is

not an exhaustive list of providers who may offer the services. Providers must have demonstrated or verifiable experience or expertise with providing housing-related services and supports and may include providers such as:

- i. Vocational services agencies
- ii. Providers of services for Members experiencing homelessness
- iii. Life skills training and education providers
- iv. County agencies
- v. Public hospital systems
- vi. Mental health or substance use disorder treatment providers, including county behavioral health agencies
- vii. Supportive housing providers
- viii. Federally qualified health centers and rural health clinics

- B. Community Supports. Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Rec credentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.
- C. If the CalOptima case manager, care coordinator or housing navigator is providing the service, that individual must have demonstrated experiencing working with Members experiencing homelessness or with the provision of housing-related services and supports to vulnerable populations. CalOptima should coordinate with county homelessness entities to provide these services.
- D. Members who meet the eligibility requirements for Housing and Tenancy Support Services shall also be assessed for ECM and may have received Housing Transition/Navigation services. When enrolled in ECM, Community Supports shall be managed in coordination with ECM providers. When Members receive more than one of these services, CalOptima shall ensure it is coordinated by an ECM provider whenever possible to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management.

**ATTACHMENT A**

**Day Habilitation Programs Schedule**

**I. Description/Overview.**

- A. Day Habilitation Programs, as defined in this Section 1, are provided in a Member's home or an out-of-home, non- facility setting. Day Habilitation Programs are designed to assist the Member in acquiring, retaining, and improving self-help, socialization, and adaptive skills necessary to reside successfully in the person's natural environment. Day Habilitation Programs are often considered as peer mentoring when provided by an unlicensed caregiver with the necessary training and supervision. For Members experiencing homelessness who are receiving ECM or other Community Supports Services, Day Habilitation Programs can provide a physical location for Members to meet with and engage with these Community Supports Providers. When possible, these services should be provided by the same entity to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management.
- B. As used in this Schedule, the General Assistance or General Relief ("GA/GR") Program is designed to provide relief and support to indigent adults who are not supported by their own means, other public funds, or assistance programs.
- C. Day habilitation program services include, but are not limited to, training on:
  - i. The use of public transportation;
  - ii. Personal skills development in conflict resolution;
  - iii. Community participation;
  - iv. Developing and maintaining interpersonal relationships;
  - v. Daily living skills (cooking, cleaning, shopping, money management); and,
  - vi. Awareness of community resources such as police, fire, or local services, to support independence in the community.
- D. Day Habilitation Programs may include assistance with, but not limited to, the following:
  - i. Selecting and moving into a home (refer to the Housing Transition/Navigation Services Community Supports);
  - ii. Locating and choosing suitable housemates;
  - iii. Locating household furnishings;
  - iv. Settling disputes with landlords (refer to the Housing Tenancy and Sustaining Services Community Supports);
  - v. Managing personal financial affairs;
  - vi. Recruiting, screening, hiring, training, supervising, and dismissing personal attendants;

- vii. Dealing with and responding appropriately to governmental agencies and personnel;
- viii. Asserting civil and statutory rights through self-advocacy;
- ix. Building and maintaining interpersonal relationships, including a circle of support;
- x. Coordination with CalOptima to link Member to any in Community Supports and or ECM services for which the Member may be eligible;
- xi. Referral to non-Community Supports housing resources if the Member does not meet Housing Transition and Navigation Services Community Supports eligibility criteria;
- xii. Assistance with income and benefits advocacy, including GA/GR and SSI if the Member is not receiving these services through Community Supports or ECM; and
- xiii. Coordination with CalOptima to link the Member to health care, mental health services, and substance use disorder services based on the individual needs of the the Member, for Members who are not receiving this linkage through Community Supports or ECM.

- E. The services provided should utilize best practices for Members who are experiencing homelessness or formerly experienced homelessness including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care. Day Habilitation Program services are available for as long as necessary and can be provided continuously or through intermittent meetings, in an individual or group setting.

**2. Eligibility**

Members who are experiencing homelessness, Members who exited homelessness and entered housing in the last twenty-four (24) months, and Members at risk of homelessness or institutionalization whose housing stability could be improved through participation in a Day Habilitation Program.

**3. Restrictions and Limitations**

Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

**4. Licensing and Allowable Community Supports Providers**

Community Supports Providers must have experience and expertise with providing these unique services. This list is provided as an example of the types of Providers who may provide Day Habilitation Programs, but it is not an exhaustive list of Community Supports Providers who may offer these programs.

- A. Mental health or substance use disorder treatment providers, including county behavioral health agencies
- B. Licensed psychologists

- C. Licensed certified social workers
- D. Registered nurses
- E. Home health agencies
- F. Professional fiduciary
- G. Vocational skills agencies

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

**ATTACHMENT A**  
**Short-Term Post-Hospitalization Housing Schedule**

1. Description/Overview
  - A. Short-Term Post-Hospitalization Housing, as defined in this Section 1, provides Members who do not have a residence and who have high medical or behavioral health needs with the opportunity to continue their medical/psychiatric/substance use disorder recovery immediately after exiting an inpatient hospital (either acute or psychiatric or chemical dependency and recovery hospital), residential substance use disorder treatment or recovery facility, residential mental health treatment facility, correctional facility, nursing facility, or recuperative care and avoid further utilization of state plan services. Up to 90 days of recuperative care is available under specified circumstances as a separate Community Supports Program.
  - B. Short-Term Post-Hospitalization Housing provides Members with ongoing supports necessary for recuperation and recovery such as gaining (or regaining) the ability to perform activities of daily living, receiving necessary medical/psychiatric/substance use disorder care, case management and beginning to access other housing supports such as Housing Transition Navigation. Housing Transition/Navigation Services are a separate Community Supports Program.
  - C. This setting may include an individual or shared interim housing setting, where residents receive the services described above.
  - D. Beneficiaries must be offered Housing Transition Navigation supports during the period of Short-Term Post-Hospitalization housing to prepare them for transition from this setting. These services shall include a housing assessment and the development of individualized housing support plan to identify preferences and barriers related to successful housing tenancy after Short-Term Post-Hospitalization Housing. The development of a housing assessment and individualized support plan are covered as a separate Community Supports Program under Housing Transition/Navigation Services.
  - E. Short-Term Post-Hospitalization Housing provided should utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions, including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
2. Eligibility
  - A. Members exiting recuperative care.
  - B. Members exiting an inpatient hospital stay (either acute or psychiatric or chemical dependency and recovery hospital), residential substance use disorder treatment or recovery facility, residential mental health treatment facility, correctional facility, or nursing facility and who meet any of the following criteria:
    - i. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have

one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, institution for mental disease and state hospitals.

ii. Individuals who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:

a. An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and
- (iii) Meets one of the following conditions:
  - (a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (b) Is living in the home of another because of economic hardship;
  - (c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- (iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (v) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

b. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless

Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

c. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Individuals who are determined to be at risk of experiencing homelessness are eligible to receive Short-Term Post-Hospitalization services if they have significant barriers to housing stability and meet at least one of the following:

- (i) Have one or more serious chronic conditions;
- (ii) Have a Serious Mental Illness;
- (iii) Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or Have a Serious Emotional Disturbance (children and adolescents);
- (i) Are receiving Enhanced Care Management; or
- (ii) Are a Transition-Age Youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

In addition to meeting one of these criteria at a minimum, individuals must have medical/behavioral health needs such that experiencing homelessness upon discharge from the hospital, substance use or mental health treatment facility, correctional facility, nursing facility, or recuperative care would likely result in hospitalization, re-hospitalization, or institutional readmission.

3. Restrictions and Limitations

- A. Short-Term Post-Hospitalization Services are available once in a Member's lifetime and are limited and are not to exceed a duration of six (6) months per episode (but may be authorized for a shorter period based on Member needs). CalOptima is expected to make a good faith effort to review information available to them to determine if Member has previously received services.
- B. The service is only available if the Member is unable to meet such an expense.
- C. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance

with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers must have experience and expertise with providing Short-Term Post-Hospitalization Services. The below list is provided as an example of the types of Community Supports Providers that may provide Short-Term Post-Hospitalization Services but is not an exhaustive list of providers who may offer the services.
- i. Interim housing facilities with additional on-site support
  - ii. Shelter beds with additional on-site support
  - iii. Converted homes with additional on-site support
  - iv. County directly operated or contracted recuperative care facilities
  - v. Supportive housing providers
  - vi. County agencies
  - vii. Public hospital systems
  - viii. Social service agencies
  - ix. Providers of services for Members experiencing homelessness
- B. Facilities may be uncensored. CalOptima must apply minimum standards to ensure adequate experience and acceptable quality of care standards are maintained. CalOptima can adopt or adapt local or national standards for Short-Term Post-Hospitalization Housing services. CalOptima shall monitor the provision of all the services included above. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

**ATTACHMENT B**  
**PROCEDURES FOR REQUESTING INTERPRETATION SERVICES**

**ARTICLE 1**  
**CALOPTIMA DIRECT MEMBERS**

- 1.1 CalOptima Responsibilities. CalOptima shall provide Members enrolled in CalOptima Direct (COD) with face-to-face language and sign language interpretation services to ensure effective communication with Providers. Upon notification from Provider pursuant to the provisions of this Contract that interpreter services are required, CalOptima shall arrange for and make payment for interpreter services for COD Members in accordance with the procedures set forth herein.
- 1.2 Request for Interpretation Services. To request these interpretation services Provider shall, at least one week before the scheduled appointment with the Member, contact CalOptima Customer Service Department at (714) 246-8500 to be connected with the Cultural and Linguistic (C&L) Coordinator. The following information will be needed at the time of the request:
- 1.2.1 Member name and ID, date of birth and telephone number;
  - 1.2.2 Name and phone number of the caretaker, if applicable;
  - 1.2.3 Language or sign language needed;
  - 1.2.4 Date and time of the appointment;
  - 1.2.5 Address and telephone number of the facility where the appointment is to take place;
  - 1.2.6 Estimated amount of time the interpretation service will be needed; and
  - 1.2.7 Type of appointment: assessment, fitting/delivery or other.
- 1.3 Provider’s Responsibilities.
- 1.3.1 C&L Coordinator. Provider shall make the request at least one week before the scheduled appointment. Provider shall communicate with the CalOptima C&L Coordinator. CalOptima C&L Coordinator will make the best effort to secure an interpreter within 72 hours of a request, and will confirm to the Provider and Member of the result of this effort.
  - 1.3.2 Appointment Changes. If there is any change with the appointment, Provider shall contact CalOptima C&L Coordinator, at least 72 hours before the scheduled appointment.
  - 1.3.3 Provider Obligation for Cost. If Provider fails to communicate with CalOptima C&L Coordinator in a timely manner (less than 72 hours before the appointment), Provider will have to incur the cost of an urgent interpretation service request.

**ARTICLE 2**  
**HEALTH NETWORK MEMBERS**

- 2.1 Health Network Contact. Provider shall contact Member’s Health Network customer service department to request the needed interpretation services and shall follow the Health Network policy and procedures for those services.

**ATTACHMENT C**

**COMPENSATION**

CalOptima shall reimburse Provider, and Provider shall accept as payment in full from CalOptima, the following amounts:

**I. Program Reimbursement(s)**

CalOptima shall reimburse for Covered Services as follows:

**Housing Deposits**

Service Rate	Lifetime maximum of \$5,000.00. The amount of the Housing Deposit, up to the maximum allowed
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Housing Transition Navigation Service Rate**

Bundled Payments (per Enrollee per Month (PEPM))	\$449.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Housing Tenancy and Sustaining Service Rate**

Bundled Payments (per Enrollee per Month (PEPM))	\$475.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Day Habilitation Programs Service Rate**

Service Rate	\$67.30 Per Day, All Inclusive
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Short Term Post Hospitalization Housing Service Rate**

Service Rate	\$120.00 Per Day, All Inclusive
HCPCS Billing Code	See DHCS guidance for specific billing codes and modifiers

**ATTACHMENT D  
DISCLOSURE FORM**

Housing For Health Orange County, Inc.  
Name of Provider

The undersigned hereby certifies that the following information regarding Housing For Health Orange County, Inc. (the "Provider") is true and correct as of the date set forth below:

Officer(s)/Director(s)/General Partner(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Co-Owner(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stockholder(s) owning more than five percent (5%) of the Provider's stock:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Major creditor(s) holding more than five percent (5%) of the Provider's debt:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form of Provider (Corporation, Partnership, Sole Proprietorship, Individual, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_  
(Please type or print)



**ADDENDUM 1**

**MEDI-CAL PROGRAM**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medi-Cal Program (COD and Health Network Members): These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. **Records Retention.** Provider shall maintain and retain all records of all items and services provided Members for a term of at least ten (10) years from the final date of the contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. Provider's books and records shall be maintained within, or be otherwise accessible within the State of California and pursuant to Section 1381(b) of the Health and Safety Code. Such records shall be maintained and retained on Provider's State licensed premises for such period as may be required by applicable laws and regulations related to the particular records. Such records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima, and/or representatives of any regulatory or law enforcement agencies, immediate and direct access and inspection of all such records at the time of any onsite audit or review.

Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of CalOptima, provided that the microfilming procedures are approved by CalOptima as reliable and are supported by an effective retrieval system. If CalOptima is concerned about the availability of such records in connection with the continuity of care to a Member, Provider shall, upon request, transfer copies of such records to CalOptima's possession.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

1. **Access to Books and Records.** Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the Contract, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in the DHCS Contract, Exhibit E, Attachment 2, Provision 20: (a) by CalOptima, the Government Agencies, CalOptima's Regulators, DOJ, Bureau of Medi-Cal Fraud, Comptroller General and any other entity statutorily entitled to have oversight responsibilities of the COHS program, (b) at all reasonable times at Provider's place of business or at such other mutually agreeable location in California, and (c) in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the final date of the Contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later, in which the records or data were created or applied, and for which the financial record was completed, and including, if applicable, all Medi-Cal 35 file paid claims data and encounter data for a period of at least ten (10) years from the date of expiration or termination. Provider shall provide access to all security areas and shall provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider from participation in the Medi-Cal program; seek recovery of payments made to the Subcontractor; impose other sanctions provided under the State Plan, and direct CalOptima to terminate this Contract for provision of services to CalOptima Medi-Cal Members due to fraud.

Provider shall cooperate in the audit process by signing any consent forms or documents required by but not limited to: DHCS, DMHC, Department of Justice, Attorney General, Federal Bureau of Investigation and Bureau of Medi-Cal Fraud and/or CalOptima to release any records or documentation Provider may possess in order to verify Provider's records.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

2. **Form of Records.** Provider's and its Subcontractors' books and records shall be maintained in accordance with the general standards applicable to such book or record-keeping.
3. **Third Party Tort Liability/Estate Recovery.** Provider shall make no claim for the recovery of the value of Covered Services rendered to a Member when such recovery would result from an action involving tort liability of a third party, recovery from the estate of deceased Member, or casualty liability insurance awards and uninsured motorist coverage. Provider shall identify and notify CalOptima, within five (5) calendar days of discovery, which shall in turn notify DHCS, of any action by the CalOptima Member involving the Tort Workers' Compensation liability of a third party or estate recovery that could result in recovery by the CalOptima Member of funds to which DHCS has lien rights under Article 3.5 (commencing with Section 14124.70), Part 3, Division 9, Welfare and Institutions Code.
4. **Records Related to Recovery for Litigation.**
  - 5.1 Upon request by CalOptima, Provider shall timely gather, preserve and provide to CalOptima, in the form and manner specified by CalOptima, any information specified by CalOptima, subject to any lawful privileges, in Provider's or its Subcontractors' possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against CalOptima or DHCS. Provider acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records, received by Provider or its Subcontractors related to this Contract or Subcontracts entered into under this Contract. Provider further agrees to timely gather, preserve, and provide to DHCS any records in Provider's or its subcontractor's possession, in accordance with the DHCS Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation" Provision.
  - 5.2 In addition to the payments provided for elsewhere in this Contract, CalOptima agrees to pay Provider for complying with Paragraph 5.1, above, as follows:
    - 5.2.1 CalOptima shall reimburse Provider amounts paid by Provider to third parties for services necessary to comply with Paragraph 5.1. Any third party assisting Provider with compliance with Paragraph 5.1 shall comply with all applicable confidentiality requirements. Amounts paid by Provider to any third party for assisting Provider in complying with Paragraph 5.1, shall not exceed normal and customary charges for similar services and such charges and supporting documentation shall be subject to review by CalOptima.
    - 5.2.2 If Provider uses existing personnel and resources to comply with Paragraph 5.1, CalOptima shall reimburse Provider as specified below. Provider shall maintain and provide to CalOptima time reports supporting the time spent by each employee as a condition of reimbursement. Reimbursement claims and supporting documentation shall be subject to review by CalOptima.
      - 5.2.2.1 Compensation and payroll taxes and benefits, on a prorated basis, for the employees' time devoted directly to compiling information pursuant to Paragraph 5.1.
      - 5.2.2.2 Costs for copies of all documentation submitted to CalOptima pursuant to Paragraph 5.1, subject to a maximum reimbursement of ten (10) cents per copied page.

5.2.2.3 Provider shall submit to CalOptima all information needed by CalOptima to determine reimbursement to Provider under this provision, including, but not limited to, copies of invoices from third parties and payroll records.

5. **Medical Records.** All medical records shall meet the requirements of Section 1300.80(b)(4) of Title 28 of the California Code of Regulations, and Section 1936a(w) of Title 42 of the United States Code. Such records shall be available to health care providers at each encounter, in accordance with Section 1300.67, 1(c) of Title 28 of the California Code of Regulations. Provider shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Participating Provider or Subcontractor site.
6. **Downstream Contracts.** In the event that Provider is allowed to subcontract for services under this Contract, and does so subcontract, then Provider shall, upon request, provide copies of such subcontracts to CalOptima or DHCS.
7. **Medi-Cal Policies.** Covered Services provided under this Contract shall comply with all applicable Medi-Cal Managed Care Division (MMCD) Policy Letters.
8. **Medi-Cal Credentialing.** If Provider is of a provider type that is not able to enroll in Medi-Cal through the DHCS, Provider shall provide an accurate, current, signed copy of the DHCS Medi-Cal Disclosure Form, DHCS-6216, or such other disclosure form as DHCS may otherwise specify to meet the requirements of Section 51000.35 of Title 22 of the California Code of Regulations, for its Providers.
9. **Changes in Availability or Location of Services.** Any substantial change in the availability or location of services to be provided under this Contract requires the prior written approval of DHCS. Provider's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least 75 days prior to the proposed effective date. DHCS' denial of the proposal shall prohibit implementation of the proposed changes.
10. **Confidentiality of Medi-Cal Members.** Provider and its employees, agents, or Subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to Provider, its employees, or agents as a result of services performed under this Contract, except for statistical information not identifying any such person. Provider and its employees, agents, or Subcontractors shall not use such identifying information for any purpose other than carrying out Provider's obligations under this Contract. Provider and its employees, or agents shall promptly transmit to the CalOptima all requests for disclosure of such identifying information not emanating from the Member. Provider shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. 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.

Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the Contract and pertaining to Members shall be protected by Provider from unauthorized disclosure. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information. Provider is not required to report requests for Medical Records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Contract that is obtained by Provider or its Subcontractors, Provider:

11.1 will not use any such information for any purpose other than carrying out the express terms of this Contract,

11.2 will promptly transmit to CalOptima all requests for disclosure of such information, except requests for Medical Records in accordance with applicable law,

11.3 will not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted there under, and

11.4 will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the Provider by CalOptima for this purpose.

12. **Debarment Certification.** By signing this Contract, the Provider agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.

12.1 By signing this Contract, the Provider certifies to the best of its knowledge and belief, that it and its principals:

12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

12.1.2 Have not within a three-year period preceding this Contract have 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;

12.1.3 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 Subprovision 12.1.2 herein; and

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

12.1.5 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 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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

12.2 If the Provider is unable to certify to any of the statements in this certification, the Provider shall submit an explanation to CalOptima.

12.3 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

12.4 If the Provider knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.

13. **DHCS Directions.** If required by DHCS, Provider and its Subcontractors shall cease specified activities for CalOptima Members, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.

14. **Lobbying Restrictions and Disclosure Certification.**

14.1 (Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

14.2 Certification and Disclosure Requirements

14.2.1 Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1 to this Addendum 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 14.3 of this provision.

14.2.2 Each recipient shall file a disclosure (in the form set forth in Attachment 2 to this Addendum 1, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph 14.3 of this provision if paid for with appropriated funds.

14.2.3 Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 14.2.2 herein. An event that materially affects the accuracy of the information reported includes:

14.2.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

14.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

14.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

14.2.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 14.2.1 of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.

14.2.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 14.2.1 of this provision. That person shall forward all disclosure forms to DHCS program contract manager.

14.3 Prohibition—Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

15. Additional Subcontracting Requirements.

15.1 Provider shall ensure that all Subcontracts are in writing and require that the Provider and its Subcontractors:

15.1.1 Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Contract, available at all reasonable times for audit, inspection, examination, or copying by CalOptima, DHCS, CalOptima's Regulators, and/or DOJ, or their designees.

15.1.1 Retain such books and all records and documents for a term minimum of at least ten (10) years from the final date of the DHCS Contract period or from the date of completion of any audit, whichever is later.

15.2 Provider shall require all Subcontracts that relate to the provision of Medi-Cal Covered Services to Members pursuant to the Contract include the following:

15.2.1 Services to be provided by the Subcontractor, term of the Subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received by the Subcontractor.

15.2.2 Subcontract or its amendments are subject to DHCS approval as provided in the DHCS Contract, and the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract.

15.2.3 An agreement that the assignment or delegation of the Subcontract will be void unless prior written approval is obtained pursuant to Section 21 of this Addendum 1.

15.2.4 An agreement to submit provider data, encounter data, and reports related to the Subcontract in accordance with Sections 2.23 of the Contract, and to gather, preserve, and provide any records in the Subcontractor's possession in accordance with Section 5 of this Addendum 1.

15.2.5 An agreement to make all premises, facilities, equipment, books, records, contracts, computer, and other electronic systems of the Subcontractor pertaining to the goods and services furnished by Subcontractor under the Subcontract, available for purpose of an audit, inspection, evaluation, examination, or copying, in accordance with Section 6.1 of the Contract and Sections 2 and 16 of this Addendum 1.

15.2.6 An agreement to maintain and make available to DHCS, CalOptima, and/or Provider, upon request, all sub-subcontracts related to the Subcontract, and to ensure all sub-contractors are in writing and require the sub-subcontractors to comply with the requirements set forth in Section 15.1 of this Addendum 1.

15.2.7 An agreement to comply with CalOptima's Compliance Program (including, without limitations, CalOptima Policies), all applicable requirements or the DHCS Medi-Cal Managed Care Program, and all monitoring provisions and requests set forth in Section 16 of this Addendum 1.

15.2.8 An agreement to assist Provider and/or CalOptima in the transfer of care of a Member in the event of termination of the DHCS Contract or the Contract for any reason, in accordance with Section 19 of this Addendum 1, and in the event of termination of the Subcontract for any reason.

15.2.9 An agreement to hold harmless the State, Members, and CalOptima in the event the Provider cannot or will not pay for services performed by the Subcontractor pursuant to the Subcontract, and to prohibit Subcontractors from balance billing a Member as set forth in Section 4.7 of the Contract.

15.2.10 An agreement to notify DHCS in the manner provided in Section 7.9 of the Contract in the event the Subcontract is amended or terminated.

15.2.11 An agreement to the provision of interpreter services to Members at all provider sites as set forth in Section 2.17 of the Contract, to comply with the

language assistance standards developed pursuant to Health and Safety Code section 1367.04, and to the requirements for cultural and linguistic sensitivity as set forth in Section 2.16 of the Contract.

- 15.2.12 Subcontractors shall have access to CalOptima's dispute resolution mechanism in accordance with Section 8.1 of the Contract.
  - 15.2.13 An agreement to participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and to the revocation of the delegation of activities or obligations under the Subcontract or other specified remedies in instances where DHCS, CalOptima and/or Provider determines that the Subcontractor has not performed satisfactorily.
  - 15.2.14 If and to the extent Subcontractor is responsible for the coordination of care of Members, an agreement to comply with Section 25 of this Addendum 1 and Section 6.5.3 of the Contract.
  - 15.2.15 An agreement by the Provider to notify the Subcontractor of prospective requirements and the Subcontractor's agreement to comply with the new requirements, in accordance with Section 7.5. of the Contract.
  - 15.2.16 An agreement for the establishment and maintenance of and access to medical and administrative records as set forth in Sections 6.2 and 6.3 of the Contract and Sections 1, 3 and 6 of this Addendum 1.
  - 15.2.17 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractor's professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
  - 15.2.18 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 6.5.3 of the Contract, which shall be signed and filed with DHCS prior to the Subcontractor being allowed access to computer files or any other data or files, including identification of Members.
16. State's Right to Monitor. Provider shall comply with all monitoring provisions of this Contract and the DHCS Contract between CalOptima and DHCS, and any monitoring requests by CalOptima and DHCS. Without limiting the foregoing, CalOptima and authorized State and Federal agencies will have the right to monitor, inspect or otherwise evaluate all aspects of the Provider's operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring, inspection or evaluation activities will include, but are not limited to, inspection and auditing of Provider, Subcontractor, and provider facilities, management systems and procedures, and books and records as the Director of DHCS deems appropriate, at anytime, pursuant to 42 CFR Section 438.3(h). The monitoring activities will be either announced or unannounced. To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the Provider. The monitoring activities will be either announced or unannounced. Staff designated by authorized State agencies will have access to all security areas and the Provider will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the Provider and/or the subcontractor(s).
17. Provider shall comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04.
18. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5. Provider agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

19. Prior to the termination or expiration of this Contract, including termination due to termination or expiration of CalOptima's DHCS Contract, and upon request by DHCS or CalOptima to assist in the orderly transfer of Members' medical care and all necessary data and history records to DHCS or a successor DHCS Contractor, the Provider shall make available to DHCS and/or CalOptima copies of medical records, patient files, and any other pertinent information, including information maintained by any Subcontractor necessary for efficient case management of Members, and the preservation, to the extent possible, of Member-Provider relationships. Costs of reproduction shall be borne by DHCS and CalOptima, as applicable.
20. This Contract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract between CalOptima and DHCS.
21. Provider agrees that the assignment or delegation of this Contract or Subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any Subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Subcontractor (whether in a single transaction or in a series of transactions); (ii) the change of more than twenty-five percent (25%) of the directors or trustees of Provider or Subcontractor; (iii) the merger, reorganization, or consolidation of Provider or Subcontractor, with another entity with respect to which Provider or Subcontractor is not the surviving entity; and/or (iv) a change in the management of Provider or Subcontractor from management by persons appointed, elected or otherwise selected by the governing body of Provider or Subcontractor (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
22. Provider further agrees to timely gather, preserve, and provide to DHCS any records in the Provider's or its Subcontractor's possession, in accordance with the State Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation Provision".
23. Provider agrees to assist CalOptima in the transfer of care in the event of any Subcontract termination for any reason.
24. Notwithstanding anything in this Contract to the contrary, Provider shall be entitled to the protections of the Health Care Providers' Bill of Rights, California Health and Safety Code section 1375.7, in the administration of this Contract relative to the Medi-Cal program.
25. If and to the extent that the Provider is responsible for the coordination of care for Members, CalOptima shall share with Provider, in accordance with the appropriate Declaration of Confidentiality signed by Provider and filed with DHCS, any utilization data that DHCS has provided to CalOptima, and Provider shall receive the utilization data provided by CalOptima and use it as the Provider is able for the purpose of Members care coordination.

**ADDENDUM 2**  
**MEDICARE ADVANTAGE PROGRAM**  
**(ONECARE)**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medicare Advantage Program (OneCare):

1. **Record Retention.** Provider agrees to retain books, records, Member medical, Subcontractor and other records for at least ten (10) years from the final date of the contract between CalOptima and DHCS, or the date of completion of any audit, whichever is later, unless a longer period is required by law.
2. **Right of Inspection, Evaluation, Audit of Records.** Provider and its Subcontractors agree to maintain and make available contracts, books, documents, and records involving transactions related to the Contract to CalOptima, DMHC, DHHS, the Comptroller General, the U.S. General Accounting Office ("GAO"), any Quality Improvement Organization ("QIO") or accrediting organizations, including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider's provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.
3. **Accountability Acknowledgement.** Provider further agrees and acknowledges that CalOptima oversees and is accountable to CMS for functions or responsibilities described in MA regulations; that CalOptima may only delegate activities or functions in a manner consistent with the MA program delegation requirements; and that any services or other activities performed by Provider pursuant to the Contract are consistent and comply with CalOptima's contractual obligations with CMS and adhere to delegation requirements set forth by MA statutes, regulations and/or other guidance. Where delegated responsibilities are identified in this Contract, the following shall apply:
  - 3.1 **Delegation by CalOptima.** To the extent that responsibilities are delegated to Provider under this Contract, Provider warrants that it meets CalOptima delegation criteria set forth in the Delegation Acknowledgement and Acceptance Agreement attached to this Contract, if applicable, and agrees to accept delegated responsibility for those listed activities. Provider agrees to perform the delegated activities in a manner consistent with the delegation criteria. Provider agrees to notify CalOptima of any change in its eligibility under the delegation criteria within twenty-four (24) hours from the date it fails to meet such delegation criteria. Provider acknowledges that delegation to another entity does not alter Provider's ultimate obligations and responsibilities set forth in this Contract. Provider acknowledges and agrees that CalOptima retains final authority and responsibility for activities delegated under this Contract. Activities not expressly delegated herein by CalOptima or for which delegation is terminated are the responsibility of CalOptima.
  - 3.2 **Reports on Delegated Activities.** Provider agrees to provide CalOptima with periodic reports on delegated activities performed by Provider as provided in the delegation criteria. The report shall be in a form and contain such information as shall be agreed upon between the parties. Provider agrees to take those corrective actions identified by CalOptima through the audit review process.
  - 3.3 **CalOptima Oversight of Delegation.** The delegation of the functions and responsibilities stated herein does not relieve CalOptima of any of its accountability to CMS and

obligations to its Members under applicable law. CalOptima is authorized to perform and remains liable for the performance of such obligations, notwithstanding any delegation of some or all of those obligations by Provider, which will be monitored by CalOptima on an ongoing basis. In the event Provider breaches its obligation to perform any delegated duties, CalOptima shall have all remedies set forth in this Contract, including, but not limited to, penalties or termination of the delegation of such functions to Provider as set forth in this Contract. Moreover, CalOptima shall have the right to require Provider to terminate any Subcontracting provider for good cause, including but not limited to breach of its obligations to perform any delegated duties.

- 3.4 **Review of Credentials.** Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review and approve Provider's credentialing process on ongoing basis.
4. **COB Requirements.**
  - 4.1 **MSP Obligations.** Provider agrees to comply with Medicare Secondary Payer ("MSP") requirements. Provider shall coordinate with CalOptima for proper determination of COB and to bill and collect from other payers and third-party liens such charges for which the other payer is responsible. Provider agrees to establish procedures to effectively identify, at the time of service and as part of their claims payment procedures, individuals and services for which there may be a financially responsible party other than MA Program. Provider will bill and collect from other payers such amounts for Covered Services for which the other payer is responsible.
  - 4.2 **Provider Authority to Bill Third Party Payers.** Provider may bill other individuals or entities for Covered Services for which Medicare is not the primary payer, as specified herein. If a Medicare Member receives Covered Services from Provider that are also covered under state or federal workers' compensation, any no-fault insurance, or any liability insurance policy or plan, including a self-insured plan, Provider may bill any of the following— (1) the insurance carrier, the employer, or any other entity that is liable for payment for the services under section 1862(b) of the Act and 42 C.F.R. part 411 or (2) the Medicare enrollee, to the extent that he or she has been paid by the carrier, employer, or entity for covered medical expenses.
5. **Reporting Requirements.** Provider shall comply with CalOptima's reporting requirements in order that it may meet the requirements set forth in MA laws and regulations for submitting encounter and other data including, without limitation, 42 CFR § 422.516. Provider also agrees to furnish medical records that may be required to obtain any additional information or corroborate the encounter data.
6. **Submission and Prompt Payment of Claims.** Provider agrees to submit claims to CalOptima in such format as CalOptima may require (but at minimum the CMS forms 1500, UB 04 or other form as appropriate) within ninety (90) days after the services are rendered. CalOptima reserves the right to deny claims that are not submitted within ninety (90) days of the date of service, except where Provider bills a third party payor as primary. Provider agrees to refrain from duplicate billing any claims submitted to CalOptima, unless expressly approved by CalOptima in order to process coordination of benefit claims. CalOptima shall provide payment to Provider within forty-five (45) business days of CalOptima's receipt of a clean and uncontested claim from Provider, or, CalOptima will contest or deny Provider's claim within forty-five (45) business days following CalOptima's receipt thereof.

**ADDENDUM 3  
CAL MEDICONNECT PROGRAM REQUIREMENTS**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Cal MediConnect Program. These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. Provider shall provide services or perform other activity pursuant to this Contract in accordance with (i) applicable DHCS and CMS laws, regulations, instructions, including, but not limited to 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414, (ii) contractual obligations with CalOptima, and (iii) CalOptima's contractual obligations to CMS and DHCS.
2. Provider shall (i) safeguard Member privacy and confidentiality of Member health records (ii) comply with all federal and state laws and regulations regarding confidentiality and disclosure of medical records, or other health and enrollment information, (iii) ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (iv) maintain the records and information in an accurate and timely manner, (v) ensure timely access by Members to the records and information that pertain to them, and (vi) comply with all DHCS and CMS confidentiality requirements.
3. The performance of the Provider and its Downstream Entities is monitored by CalOptima on an ongoing basis and CalOptima may impose corrective action as necessary. Provider shall comply with all CalOptima and DHCS monitoring of performance and any monitoring requests by CalOptima and DHCS.
4. Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities, monitoring, and, public reporting to consumers as identified in CalOptima policy.
5. Provider shall submit timely and accurate encounter data and other data and reports required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.
6. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall, in its policies, administration, and services, practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, fostering in staff and Subcontractors attitudes and interpersonal communication styles that respect Members' cultural and ethnic backgrounds. Provider shall provide translation of written materials in the Threshold Languages and Concentration Languages identified by CalOptima at no higher than the sixth (6<sup>th</sup>) grade reading level.
7. Provider shall not close or limit their practice or acceptance of CalOptima Members as patients unless the same limitations apply to all commercially insured Members as well.
8. Provider shall not be prohibited from communicating or advocating on behalf of a Member who is a prospective, current, or former patient of Provider. Provider may freely communicate the

provisions, terms or requirements of CalOptima's health benefit plans as they relate to the needs of such Member; or communicate with respect to the method by which such Provider is compensated by the Contractor for services provided to the Member. CalOptima will not refuse to contract or pay Provider for the provision of covered services under the CalOptima Cal MediConnect Program solely because Provider has in good faith communicated or advocated on behalf of a Member as set forth above.

9. CMS Participation Requirements. Provider represents and warrants that: (i) neither Provider nor any of its employees or agents furnishing services under this Contract are excluded from participating in any federal or state healthcare program as defined in 42 U.S.C. Section 1320a-7b(f) ("Federal Health Care Program(s)"); (ii) Provider has not arranged or contracted with (by employment or otherwise) with any employee, contractor or agent that Provider knows or should know are excluded from participation in Federal Health Care Programs; (iii) no action is pending against Provider or any of its employees or agents performing services under this Contract to suspend or exclude such persons or entities from participation in any Federal Health Care Program; and (iv) Provider agrees to immediately notify CalOptima in the event that it learns that it is or has employed or contacted with a person or entity that is excluded from participation in any Federal Health Care Program. In the event Provider fails to comply with the above, CalOptima reserves the right to require Provider to pay immediately to CalOptima, the amount of any sanctions or other penalties that may be imposed on CalOptima by DHCS and/or CMS for violation of this prohibition, and Provider shall be responsible for any resulting overpayments.
10. Downstream Entity Contracts.
  - A. If any services under this Contract are to be provided by a Downstream Entity on behalf of Provider, Provider shall ensure that such subcontracts are in compliance with 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414. Such subcontracts shall include all language required by DHCS and CMS as provided in this Contract, including but not limited to, the following:
    - i. An agreement that any services or other activity performed under the subcontract shall comply with Section 1 of this Addendum 4 and Section 2.20 of the Contract.
    - ii. An agreement to (i) Member financial protections in accordance with Section 4.7 of the Contract, including prohibiting Downstream Entities from holding a Member liable for payment of any fees that are the obligation of the Provider, and (ii) safeguard Member privacy and confidentiality of Member health records.
    - iii. An agreement to comply with the inspection, evaluation, and/or auditing requirements of Section 11 of this Addendum 4 and the reporting requirements of Section 5 of this Addendum 4.
    - iv. An agreement to (i) the revocation of the delegation activities and related reporting requirements or other specified remedies in accordance with Section 12 of this Addendum 4 and 2.14 of the Contract, and (ii) monitoring and corrective action in accordance with Section 3 of this Addendum 4.
    - v. If the subcontract is for credentialing of medical providers, an agreement to the requirements of Section 13 of this Addendum 4.
    - vi. An agreement to provide a written statement to provider of the reason(s) for termination for cause as set forth in Section 14 of this Addendum 4.
    - vii. Language that specifies the Downstream Entities and related entities must comply with the federal and state laws, regulations and CMS instructions.

viii. Notify DHCS in the event the agreement with the subcontract is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached.

B. In addition to Section 10.A of this Addendum 4, Provider shall further ensure any subcontracts with its Downstream Entities for medical providers include the following:

- i. Term of the subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received from the Provider.
- ii. An agreement that the contracted medical providers are paid under the terms of the Subcontract, including but not limited to, a mutually agreeable prompt payment provision.
- iii. An agreement that services are provided in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds, in accordance with Section 6 of this Addendum 4.
- iv. An agreement to comply with (i) the confidentiality requirements of Member records and information in accordance with Section 2 of this Addendum 4.
- v. An agreement that (i) providers shall not close or otherwise limit their acceptance of Members as patients unless the same limitations apply to all commercially insured Members, and (ii) Members shall not be held liable for Medicare Part A and B cost sharing in accordance with Section 4.7.1 of the Contract and Section 19 of this Addendum.
- vi. An agreement regarding (i) provider communication or advocacy on behalf of Members as set forth in Section 8 of this Addendum 4, and (ii) specified circumstances where indemnification is not required by provider as set forth in Section 16 of this Addendum 4.
- vii. An agreement that the medical provider assist the Provider and/or CalOptima in the transfer of care of a Member in accordance with Section 15 of this Addendum.
- viii. An agreement (i) that the assignment or delegation of the subcontract will be void unless prior written approval is obtained pursuant to Section 17 of this Addendum 4, and (ii) to notify DHCS in the manner set forth in Section 7.9 of the Contract in the event the subcontract is amended or terminated.
- ix. An agreement to (i) gather, preserve, and provide records as set forth in Section 18 of Addendum 4, and (ii) provider's right to submit a grievance in accordance with Section 8.1 of the Contract for issues arising under the subcontract related to the provision of services to CalOptima Members under the Cal MediConnect Program, as provided in CalOptima Policies relative to the Cal MediConnect Program, and excluding any contract disputes between Provider and medical provider, particularly regarding, but not limited to, payment for services under the subcontract.
- x. An agreement to (i) participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and (ii) the provision of interpreter services for Members at all provider sites in accordance with Section 2.17 of the Contract.

11. Right of Inspection, Evaluation, and Audit of Records. Provider and its Downstream Entities agree to maintain and make available contracts, books, documents, records, computer, other electronic systems, medical records, and any pertinent information related to the Contract to CalOptima, DMHC, HHS, the Comptroller General, the U.S. General Accounting Office ("GAO"), any Quality Improvement Organization ("QIO") or accrediting organizations,

67

including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider's provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.

12. Provider and its Downstream Entities agree to the revocation of the delegation of activities or obligations and related reporting requirements or other remedies set forth in Section 2.12 of the Contract in instances where CMS, DHCS, and/or CalOptima determines that the Provider and/or its Downstream Entities have not performed satisfactorily.
13. Review of Credentials. Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review, approve, and audit Provider's credentialing process on ongoing basis.
14. Provider Terminations. In the event a provider is terminated for cause by Professional, Provider shall provide the provider with written notice of the reason or reasons for the action and as required by applicable Federal and State laws. In the event Provider terminates a provider for deficiencies in the quality of care provided, Provider shall give notice of the action to the appropriate licensing and disciplinary agencies.
15. In addition to Section 2.15 of the Contract, Provider agrees to assist CalOptima in the transfer of care of a Member. Provider shall further assist CalOptima in the transfer of care of a Member in the event of Subcontract termination for any reason.
16. Provider is not required to indemnify CalOptima for any expenses and liabilities, including, without limitation, judgments, settlements, attorneys' fees, court costs and any associated charges, incurred in connection with any claim or action brought against CalOptima based on CalOptima's management decisions, utilization review provisions, or other policies, guidelines, or actions relative to CalOptima Cal MediConnect Program.
17. Assignment or Delegation. Provider agrees that the assignment or delegation of this Contract or subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Downstream Entity (whether in a single transaction or in a series of transactions); (ii) the change of more than twenty-five percent (25%) of the directors or trustees of Provider or Downstream Entity; (iii) the merger, reorganization, or consolidation of Provider or Downstream Entity, with another entity with respect to which Provider or Downstream Entity is not the surviving entity; and/or (iv) a change in the management of Provider or Downstream Entity from management by persons appointed, elected or otherwise selected by the governing body of Provider or Downstream Entity (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
18. Provider agrees to timely gather, preserve, and provide to DHCS or CalOptima, as applicable, any records in the Provider's or its Subcontractor's possession.

68

**Addendums – Attachment 1**

**STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH CARE SERVICES**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Housing For Health Orange County, Inc.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Care Services  
Medi-Cal Managed Care Division  
MS 4415, 1501 Capitol Avenue, Suite 71.4001 P.O.  
Box 997413  
Sacramento, CA 95899-7413

If Provider Lobby, Please check this box

19. In addition to Section 4.7.1 of the Contract, Provider acknowledges and agrees that Medicare Parts A and B services shall be provided at zero-cost sharing to Members.



**Addendums – Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0248-0048

<b>1. Type of Federal Action:</b> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement <input type="checkbox"/> loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award		<b>3. Report Type: Initial</b> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For Material Change Only: Year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Subawardee _____ Tier, if known: _____ Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b> CDFA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
<b>10. a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI): (attach Continuation Sheet(s))			<b>b. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI): SF-LLL-A, if necessary)		
<b>Amount of Payment (check all that apply):</b> \$ _____ actual _____ planned _____ <b>Form of Payment (check all that apply):</b> a. <input type="checkbox"/> cash b. <input type="checkbox"/> in-kind, specify: _____ Nature _____ Value _____			<b>13. Type of Payment (Check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</b> (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					
<b>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</b>					
<b>Federal Use Only</b>				Authorized for Local Reproduction Standard Form-LLL	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0048), Washington, DC 20503

**Signature:**

**Email:** yunkyung.kim@caloptima.org

## Mercy House Living Centers:

### "Westview PSH"

## Healthcare Formal Agreements

Mercy House plans to leverage healthcare funding as part of the proposed project application. The 26 units located at the Santa Ana project-based site and the 40 units located at the Costa Mesa project-based site will be constructed using California Department of Housing and Community Development (HCD) No Place Like Home Funds that designate units and mental health services to chronically homeless individuals with severe and persistent mental illness. For the Costa Mesa Site, 30 of the units will receive HUD-VASH project-based vouchers and may receive additional health services from the Veterans Affairs Medical Center of Long Beach. Additionally, Mercy House is leveraging the formal partnerships with Cal Optima and Share Our Selves (SOS) medical services to meet the needs of participants in scattered-site housing as well as support any gaps in services not provided by health providers within all 100 units of housing.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF ORANGE HEALTH CARE AGENCY  
AND  
WESTVIEW HOUSE, LP

FOR PROJECT-BASED VOUCHERED MENTAL HEALTH SERVICES ACT HOUSING PROJECTS

This memorandum of understanding ("MOU") is entered into on \_\_\_\_\_ **2022** (the "Effective Date"), between the County of Orange Health Care Agency ("HCA"), Westview House, LP ("OWNER"), FPI Management ("PROPERTY MANAGER"), and Telecare Home First ("PROVIDER") (PARTIES).

RECITALS

- A. HCA has received funds from the California Department of Health Care Services, ("DHCS") pursuant to Proposition 63, the Mental Health Services Act ("the Act" or "MHSA"). The Act was enacted by the voters of the State of California in November 2004. The MHSA Funds must be used in accordance with the Act and California Code of Regulations Title 9, Section 3100, et seq.
- B. PROVIDER(S) and HCA have an agreement regarding PROVIDER(S)'s provision of supportive services to MHSA households ("Service Agreement"). Pursuant to the Service Agreement, HCA provides funds to PROVIDER(S), and PROVIDER(S) has agreed to deliver the necessary services, including the applicable housing related services, to benefit the appropriate MHSA households.
- C. OWNER has developed Westview House ("Development") 85 units of affordable housing for households whose income does not exceed sixty percent (60%) of the area median income ("AMI"), of which 26 units (MHSA Units) will be leased to MHSA-eligible clients of HCA. The 26 MHSA leased units are for households whose income does not exceed thirty percent (30%) of area median income.
- D. In connection with the MHSA Units, and as evidenced by this MOU, the PARTIES are collaboratively engaging in the Development to offer housing and supportive service to households that include at least one (1) adult individual with a severe mental illness and/or serious emotional disturbance and who are homeless or at risk of homelessness at the time that such households apply for an MHSA Unit.

- E. The intent of the Development is to provide high quality, safe, and affordable permanent supportive housing to MHSA households and to offer the MHSA households supportive services that will enable them to maintain their housing and meet their personal goals.
- F. The PARTIES agree that a strong level of communication and coordination among the PARTIES is necessary to ensure the Development's success.
- G. This MOU is intended to memorialize certain rights and obligations of the PARTIES related to the Development.

Therefore, the PARTIES agree as follows:

ARTICLE I  
DEFINITIONS, EXHIBITS

- A. Definitions. As used in this MOU, the following terms shall have the respective meanings assigned to them in this Article I.
  - 1. [Intentionally left blank]
  - 2. “Confidential Information” shall mean personal protected health information and tenant information that cannot be disclosed to other parties according to California and Federal Law without the express written permission of the individual about whom the personal information relates.
  - 3. “Development” shall mean: 2530 Westminster Ave., Santa Ana CA 92706
  - 4. “DHCS” shall mean California Department of Health Care Services
  - 5. “Full Service Partnership” or “FSP” shall be a PROVIDER(S) contracted by HCA to provide wrap-around services to MHSA Client.
  - 6. “HAP” shall be the PBV Housing Assistance Payments Contract and shall be the controlling document describing the on-going agreement between the OWNER and SANTA ANA HOUSING AUTHORITY, notwithstanding anything to the contrary in this MOU.
  - 7. “HCA” shall mean County of Orange Health Care Agency, Mental Health and Recovery Services,

Housing and Supportive Services.

8. "HOUSING AUTHORITY" shall mean SANTA ANA HOUSING AUTHORITY.
9. "MHSA" or "Act" shall have the meaning set forth in Recital A.
10. "MHSA Client" shall mean an individual adult enrolled with PROVIDER, or otherwise eligible for enrollment with a County PROVIDER and certified, pursuant to this MOU, as having a serious mental disorder as defined in Welfare and Institutions Code Section 5600.3(b) and (c), who is unserved (as defined in Section 3200.310 of California Code of Regulations Title 9, Chapter 14) or underserved (as defined in California Code of Regulations Title 9, Section 3200.300 or any successor regulation thereto). MHSA Client tenants shall also meet the criteria set forth in the MHSA tenant referral and certification policies established by HCA.
10. "MHSA Household" shall mean a household where one or more household members are MHSA Clients or certified as MHSA housing eligible .
11. "MHSA Unit(s)" shall mean the 26 units in the Development reserved for MHSA Households.
12. "OCCR" shall mean Orange County Community Resources.
13. "OWNER" shall mean: Westview House, LP, its parent company, successors or assigns.
14. "PARTY" shall mean: COUNTY, HCA, OWNER, PROPERTY MANAGER, or PROVIDER(S), individually.
15. "PARTIES" shall mean COUNTY, HCA, OWNER, PROPERTY MANAGER, and PROVIDER(S), collectively.
16. "PBV" Shall refer to Project Based Vouchers supplied by HOUSING AUTHORITY as MHSA unit subsidies
17. "PROPERTY MANAGER" shall mean FPI Management having a minimum of twenty-four (24) months experience in managing a Supportive Housing or Special Needs Population housing Development, or such other entity engaged by OWNER to manage the Development.

18. "PROVIDER(S)" shall mean Program of Assertive Community Treatment (PACT) or other agency contracted by the County of Orange, Health Care Agency designated to work with MHSA Households occupying units in the Development. Clients from other appropriate County programs may also be referred, but for purposes of this MOU, Telecare Home First will be the lead provider for the Development.

19. "Rent" shall include any payments to secure an MHSA Unit, and may include tenant payments combined with any applicable rental subsidies.

20. "Support Services" shall mean rehabilitative Mental Health Services based on MHSA Clients goals for recovery and services needed to maintain stabilized housing.

B. Exhibits. The following exhibit is attached to this MOU and incorporated into this MOU by this reference:

Exhibit A: County of Orange MHSA Housing Program Certification and Referral Process

Exhibit B: Section 8 Project Based Voucher Program PBV Agreement to enter into Housing Assistance Payments contract; New Construction or Rehabilitation (HAP)

Exhibit C: "No Place Like Home (NPLH)" Support Services

## ARTICLE II CONFIDENTIALITY

A. Disclosure of Confidential Information. The PARTIES agree that the effectiveness of services in supportive housing requires respect of client confidentiality in all interagency communication. Each PARTY agrees that it will not at any time disclose or permit the disclosure of Confidential Information, except as required in the course of their official duties, without the consent of the MHSA Household unless such disclosure is authorized or required by law. If disclosure of Confidential Information is not authorized or required by law, a PARTY shall obtain written permission from the MHSA Household prior to disclosing any Confidential Information. All disclosures of mental health information must be consistent with Welfare & Institutions Code section 5328 et seq. Any PARTY who violates the provisions of this paragraph shall be in default of this MOU and subject to the provisions of Article VII.O.

- B. Applicability. The provisions of this Article II shall apply to each provision of this MOU and the activities contemplated by this MOU.

ARTICLE III  
APPLICATION AND SELECTION PROCESS

- A. Determining MHSA Eligibility. HCA shall be responsible for determining if an applicant for an MHSA Unit is an appropriate MHSA Client, as outlined in Exhibit A.
- B. Marketing. HCA, in coordination with [[HOUSING AUTHORITY NAME]] shall conduct outreach to potential eligible MHSA households and maintain communication with PROVIDER(S) as necessary to assure MHSA units are utilized.
- C. Reasonable Accommodation. The PARTIES understand and agree that MHSA Households are disabled households who may be entitled to reasonable accommodations in the application and admission process. OWNER or PROPERTY MANAGER shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. HCA shall approve the initial reasonable accommodation procedure, as submitted by OWNER or PROPERTY MANAGER, prior to execution of this MOU. Any amendments to such procedure shall be submitted to HCA for its review and approval at least thirty (30) days prior to implementing such procedure. OWNER or PROPERTY MANAGER shall make good faith efforts to provide its current reasonable accommodation procedures to PROVIDER(S). Such procedure shall provide for the following:
1. PROPERTY MANAGER shall provide a notice to all applicants that disabled applicants may be entitled to a reasonable accommodation in the tenant selection and admission process.
  2. If the PROPERTY MANAGER intends to deny a requested accommodation because it is not reasonable, PROPERTY MANAGER will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the applicant's disability related needs.
  3. OWNER or PROPERTY MANAGER shall not be obligated to admit an MHSA Client applicant who requires supportive services as a reasonable accommodation in order to meet the terms of the tenancy if such applicant does not have access to supportive services or cannot otherwise obtain such supportive services.

4. In the event OWNER or PROPERTY MANAGER denies admission to the referred MHSA Households, PROPERTY MANAGER shall notify HCA, HOUSING AUTHORITY and PROVIDER(S) and, to the extent permitted by Article III, shall provide evidence of the implementation of reasonable accommodation procedures set forth herein.
5. In conjunction with the PROPERTY MANAGER review of any requests for reasonable accommodation, HOUSING AUTHORITY will review and approve reasonable accommodation requests consistent with HUD Regulations and as outlined in Exhibit B.

D. Applicant Referral Process.

1. Initial Rent Up. OWNER will notify HCA when OWNER is currently leasing MHSA Units in the Development. HCA will coordinate with Orange County's Coordinated Entry System (CES), HOUSING AUTHORITY and PROVIDER(S), and CES will identify at least one (1) referral for each MHSA Unit available for rent, and HCA, the HOUSING AUTHORITY and PROVIDER(S) will follow up with the referral to begin the application process. In the event OWNER (or OWNER's agent, including the PROPERTY MANAGER) denies admission to any MHSA Household identified pursuant to this subsection D(1) or the MHSA Household identified pursuant to this subsection does not lease or occupy the MHSA Unit for any reason, OWNER or PROPERTY MANAGER shall promptly notify HCA, CES, HOUSING AUTHORITY and PROVIDER(S). The OWNER or PROPERTY MANAGER may request in writing that CES identify additional referrals. Upon such written request, CES shall make diligent efforts to promptly make an additional referral.
2. Ongoing Rent Up. From and after the initial rent up of the MHSA Units, in the event PROPERTY MANAGER learns that an MHSA Unit is vacant or may become vacant, PROPERTY MANAGER shall notify CES, HCA, HOUSING AUTHORITY and the PROVIDER(S) promptly in writing. Upon written request by OWNER or PROPERTY MANAGER to CES, HCA and HOUSING AUTHORITY, CES shall make diligent efforts to promptly refer one (1) or more Households for each vacant MHSA Unit within thirty (30) days of receipt of written request. All PARTIES will work diligently and expeditiously to ensure that appropriate referrals and tenant selection occurs within sixty (60) days minimizing vacancies. The PROVIDER(S) shall provide all necessary support during the MHSA Clients selection process, including – if desired by the MHSA Client – assisting the MHSA Client to complete the required paperwork, securing required documentation, and accompanying the applicant during interviews with property management staff. The



PROPERTY MANAGER shall screen MHSA Clients in a timely and responsive manner, offering the accommodations outlined in Article III Section C and HAP, Exhibit B.

- E. MHSA Clients Referral and Certification Process. HCA and PROVIDER(S) shall maintain a tenant referral and certification process for MHSA Households consistent with Coordinated Entry System and County MHSA Certification and Referral procedures and compatible with the referral process outlined in Exhibit A. Clients referred must also be eligible for a PBV as outlined in Exhibit B, and will obtain a voucher by proceeding through the process illustrated in Exhibit A.
1. MHSA Applicant. In the event an applicant who has not been certified as an MHSA Client expresses an interest in an MHSA Unit, OWNER or PROPERTY MANAGER shall refer such applicant to HCA for assistance in determining MHSA eligibility, referral to CES, and to HOUSING AUTHORITY to determine eligibility on HOUSING AUTHORITY PBV waitlists.
  2. Application. Sixty (60) days prior to the initial rent-up, PROPERTY MANAGER shall provide to HCA, HOUSING AUTHORITY and PROVIDER(S) a copy of its Tenant Application that will be used in renting up the Development. In the event any modifications are made to such Tenant Application, PROPERTY MANAGER shall provide copies of such Tenant Application to HCA and PROVIDER(S) at least thirty (30) days prior to use of such application.
  3. Tenant Selection Policy. Tenant selection will be in compliance with the HAP and any other lender or partner requirements and implemented as agreed upon by HOUSING AUTHORITY and parties. Notwithstanding any tenant selection process outlined under the HAP agreement, applicants for MHSA units may also be subject to additional HCA eligibility criteria and/or Property Management screening criteria.
    - a. PARTIES agree that in developing or modifying a tenant selection plan, in consultation with HOUSING AUTHORITY, the tenant selection plan shall include sufficient flexibility to house MHSA Households who have historically been unable to obtain or maintain stable housing and, as a result, may have poor credit histories, a history of non-payment of rent, poor landlord references, a history of alcohol or drug abuse, or criminal records. To provide such flexibility, PARTIES agree to use the least restrictive policies allowed for under the AHAP agreement attached as Exhibit B, PARTIES agree to use the least restrictive policies allowed for under the AHAP agreement attached as Exhibit B.

- b. At all times, tenant selection criteria shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article III Section (C) above.
  
- 4. Assistance from PROVIDER(S). PROVIDER(S) shall assist referred applicants in the application process by, among other activities, providing guidance to MHSA Clients in completing and organizing the application for rental housing and gathering the information necessary to document the MHSA Client's income information and access to rental assistance as well as communicating with the PROPERTY MANAGER to discuss the application process, the status of the PROPERTY MANAGER's review, and to address any questions MHSA Clients may have regarding the Development. If applicable, PROVIDER(S) shall also assist MHSA Clients in requesting and obtaining reasonable accommodation in the application and selection process.
  
- F. Move-in Procedures. PROPERTY MANAGER shall establish reasonable move-in procedures and provide copies of such procedures to HCA and PROVIDER(S). In the event OWNER and/or PROPERTY MANAGER modifies the move-in procedures, OWNER or PROPERTY MANAGER shall provide copies of such modified move-in procedures to HCA and PROVIDER(S) at least thirty (30) days prior to implementing such procedures.
  
- G. Orientation Procedures. Prior to move-in and after admission, PARTIES and HOUSING AUTHORITY shall meet with each MHSA Household referred by HCA pursuant to Article III Section D to orient the MHSA Household to the Development. The orientation shall include an explanation of the expectations of tenancy, the availability of supportive services to assist in meeting those expectations, the opportunities for personal and social engagement in the Development which will help support tenant well-being, community resources, maintenance request procedures, house rules and Development common area, and rent collection requirements. At such orientation, the PARTIES and HOUSING AUTHORITY will seek to obtain from any MHSA Clients receiving services from HCA and its PROVIDER(S) written permission from such tenant that will allow the PROPERTY MANAGER, HCA, HOUSING AUTHORITY and PROVIDER(S) to communicate about the MHSA Clients' housing and health and safety.

ARTICLE IV  
SERVICES

- A. Referrals. If requested by OWNER or PROPERTY MANAGER, CES shall make good faith efforts make referrals pursuant to Article III Section D. HCA will provide access to Supportive Services if

such services are necessary to assist such MHSA Households to meet the applicable MHSA Client selection criteria.

1. On-going assessment and evaluation services, medication support services, mental health services, and case management services;
2. Assisting with MHSA Clients' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills;
3. Assisting MHSA Clients in coordinating social and recreational activities, based on the residents' overall level of functioning, needs and choice;
4. Assisting MHSA Clients in tenant council meetings;
5. Providing dispute resolution for the MHSA Clients;
6. Assisting the MHSA Clients with transportation needs when necessary;
7. Providing consultation with psychiatrists and other mental health professionals, when necessary;
8. Providing assistance with referrals and linkages with other applicable entities, as needed;
9. HCA through its case managers will provide ongoing contact with the MHSA Clients throughout the year to assure that the MHSA Client's needs and goals are being met. If, at any time, FSP and MHSA Clients determine that additional or expanded services are needed to maintain housing stability, FSP will work with MHSA Clients to institute a new service plan tailored to the MHSA Clients' needs;
10. PROVIDER(S) will provide services as needed on and off site collectively to the Development's MHSA Clients, as well as transportation assistance dependent on client need. This provision is subject to change dependent on an assessment of the applicant's needs. (For NPLH funded agreements please see Exhibit C to this Agreement)

ARTICLE V  
OPERATING SUBSIDY

The PARTIES intend that an MHSA Household occupying an MHSA Unit shall be responsible for paying the higher amount of thirty percent (30%) of the current Social Security Income (“SSI”) amount or thirty percent (30%) of the household’s adjusted income in rent or the tenant portion of rent as calculated by HOUSING AUTHORITY, in accordance with the HAP agreement (Exhibit B), which may require periodic revisions based on income changes. The PARTIES further intend that 26 MHSA Units will be supported by Project Based Vouchers for years 1-10, with the potential for renewals through year 15 of a MHSA household’s tenancy.

ARTICLE VI  
ONGOING TENANCY

A. Reasonable Accommodation. The PARTIES and HOUSING AUTHORITY understand and agree that MHSA Households are disabled households who may be entitled to reasonable accommodations during occupancy. OWNER, in coordination with HOUSING AUTHORITY shall establish and implement a procedure to respond to requests for reasonable accommodation by all tenants. Such procedure shall require a provision in each MHSA Client lease that such MHSA Client may be entitled to a reasonable accommodation. Such procedure shall also require a provision in any written communication to an MHSA Household about a lease, rule or policy violation or potential violation that such MHSA Client may be entitled to a reasonable accommodation. The procedure shall provide that if the PROPERTY MANAGER intends to evict an MHSA Client, that the PROPERTY MANAGER first consider, in consultation with the applicable PROVIDER(S), whether or not a reasonable accommodation is appropriate. In addition, if the PROPERTY MANAGER denies a requested accommodation because it is not reasonable, PROPERTY MANAGER will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the MHSA Client’s disability related needs.

B. Tenancy Documents; Modification to Documents and Development.

1. House Rules. The OWNER, or in conjunction with PROPERTY MANAGER, shall develop Development rules (“House Rules”) and provide copies of the House Rules to HCA prior to execution of this MOU. In the event the House Rules are modified, OWNER or PROPERTY MANAGER shall provide copies of such modified House Rules to HCA and PROVIDER(S) as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the House Rules shall become effective.

2. Leases. The PROPERTY MANAGER shall provide HCA and HOUSING AUTHORITY with a copy of the form lease prior to the execution of this MOU. In the event PROPERTY MANAGER modifies the form lease for the MHSA Units, PROPERTY MANAGER shall provide copies of the modified form lease to HCA, HOUSING AUTHORITY and PROVIDER(S) as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the OWNER intends to use the lease.
  
3. Changes in Development. PROPERTY MANAGER shall promptly notify HCA and PROVIDER(S) of any changes to the regular operations of the Development, or any potential changes or losses of funding that could impact the operations of the Development. OWNER shall notify HCA and PROVIDER(S) of any physical changes or alterations to the Development.
  - a. Management Policy and Procedures. As part of the application process PROPERTY MANAGER shall provide copies of the applicable management procedures and policies for the Development to all prospective MHSA Clients of the MHSA Units or to HCA. PROPERTY MANAGER shall also provide such plan to PROVIDER(S). Such policies and procedures shall include but not be limited to: maintenance and repair procedures, eviction procedures, procedures and forms for filing complaints, grievances, and incident reports. OWNER shall also provide an overview of the reporting structure within OWNER's organization and the PROPERTY MANAGER's organization. In the event PROPERTY MANAGER updates or modifies any of said policies and procedures, PROPERTY MANAGER shall provide copies of such modification and updates to HCA and PROVIDER(S) thirty (30) days prior to implementing such updates or modifications.
  
  - b. Emergency Plan. The PARTIES agree that being well prepared to handle security threats, emergencies and disasters is important to reduce the risk of harm to MHSA Clients and staff. Prior to initial rent up, OWNER or PROPERTY MANAGER shall prepare a comprehensive emergency plan with input from HCA, for approval by HCA. Such safety and security plan will include an evacuation plan and information that will enable MHSA Clients to actively participate in keeping themselves and their property safe. The emergency plan shall include mechanisms for collecting and incorporating MHSA Clients feedback on such plan. As part of the application process, PROPERTY MANAGER shall provide copies of the emergency plan to all MHSA Clients, HCA and PROVIDER(s). In the event OWNER or PROPERTY MANAGER updates its safety and security plan, PROPERTY MANAGER shall promptly provide such updates to all MHSA Clients, HCA, and PROVIDER(S).

C. Communication Among Parties. The PARTIES shall use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each PARTY under this MOU. The PARTIES agree that coordination and communication throughout a MHSA Client's tenancy is the best way to prevent problems from developing and to address them quickly as they occur. The PARTIES will work to create sufficient opportunities for PROVIDER(S), OWNER and PROPERTY MANAGER to share information and problem-solve, and for all PARTIES to support community building among MHSA Clients to generate a strong working relationship within the Development.

1. Staff Directory; Contact with PROVIDER(S). Prior to the execution of this MOU, each PARTY will prepare a directory of such PARTY's key staff involved with the Development (collectively, the "Development Directory") and provide such Development Directory to the other PARTIES. No later than ten (10) days following any change in staff listed in a PARTY's Development Directory, the PARTY shall update the PARTY's Development Directory and provide copies of such update to the other PARTIES.

D. Event Specific Communication.

1. PROPERTY MANAGER shall contact PROVIDER(S) when an MHSA Household's health, safety, or housing are at risk or such other times that MHSA Client may have authorized disclosure of information to the HCA and/or PROVIDER(S). The intent of such communication will be to promote the health and well-being of individual MHSA Clients and to prevent evictions.
2. PROPERTY MANAGER shall copy HCA, HOUSING AUTHORITY and the appropriate PROVIDER(S) on all letters and all notices sent to an MHSA Household issued by OWNER or PROPERTY MANAGER.
3. PROPERTY MANAGER and PROVIDER(S) shall perform "welfare checks" defined as an inspection of MHSA Client's MHSA Units for significant health and safety concerns upon a reasonable request from the appropriate PROVIDER(S), and after providing tenant with twenty-four (24) hour written notice of entry (if required for a non-emergency situation); and collaborate with and notify PROVIDER(S) to promote the health and welfare of the MHSA Client. Additional routine and required inspections will require the same noticing.

4. PROPERTY MANAGER shall notify the appropriate PROVIDER(S) if it has concerns if it has concerns relating to the health or safety of an MHSA Client of an MHSA Household (immediately by phone and within twenty-four (24) hours of event(s) leading to such concern, in writing).
  5. PROPERTY MANAGER shall notify the appropriate PROVIDER(S) of arrests, hospitalizations, and other critical incidents that come to PROPERTY MANAGER's attention (immediately by phone and within twenty-four (24) hours of the event(s), in writing) if such an event would potentially affect tenancy. PROVIDER(S) will notify the PROPERTY MANAGER of prolonged absences which could potentially affect MHSA Client's ability to meet their lease agreement and/or unit availability to complete inspections or maintenance.
  6. If an eviction is imminent, PROPERTY MANAGER shall communicate with HCA, HOUSING AUTHORITY, and the appropriate PROVIDER(S) regarding the process of notices, responses and court dates; and if eviction is successful, regarding the lockout date.
  7. PROPERTY MANAGER shall make good faith efforts to provide not less than twenty-four (24) hours notice by phone to the appropriate PROVIDER(S) if OWNER intends to meet with an MHSA Household to discuss the Household's housing situation or to process any requests or applications or any lease violations.
  8. OWNER will promote collaboration and communication throughout tenancy and especially in the eviction process by attending and facilitating meetings between the OWNER, HCA, PROPERTY MANAGER and PROVIDER(S) as necessary, investigating questions and complaints about the process, and communicating with PROPERTY MANAGER, PROVIDER(S) and HCA about Development policies and procedures.
  9. OWNER will attend MHSA Client specific meetings, as needed, with Property Manager, PROVIDER(S) and HCA in effort to assist MHSA Clients with maintaining their housing and to work cooperatively with MHSA Clients to meet their needs.
  10. In the event of a change of PROVIDER(S) for the Development, HCA shall notify OWNER a minimum of thirty (30) days in advance of any change taking effect.
- E. Communication. PARTIES shall establish a mutually convenient regular schedule of communication. Upon the request of any PARTY, such communication may include the following:

1. The PARTIES shall provide an update of anticipated vacancies and move-ins.
  2. The PARTIES will discuss the Property Management/ MHSAs Clients Service relevant issues along with the most recent rent roll (current tenants and unit numbers), any MHSAs Client notices served, behavioral issues and concerns with MHSAs Clients, housing quality standards issues with MHSAs Clients, and services and referrals provided. In addition to the regular “All Hands” meeting scheduled by HCA, PROPERTY MANAGER and PROVIDER(S) shall meet once per week for the first year of operation of the Development to discuss any outstanding issues relating to MHSAs Households. After the first year, the meeting schedule may be revised on an as-needed basis to accommodate a mutually agreeable schedule and frequency, but which shall not occur less than once a month.
- F. “All Hands” Meetings. The PARTIES including the PROVIDER(S)s, and HOUSING AUTHORITY as deemed necessary, shall meet at a mutually convenient time, at a regularly determined frequency to discuss the Development. HCA shall coordinate these meetings. These meetings will occur at least four (4) times per year. The frequency can be increased in case of identified need. If agreed to by all of the PARTIES, the PARTIES may meet with other owners, and PROVIDER(S)s working with MHSAs Households in the County of Orange. Examples of topics to be covered at the meetings include but are not limited to: discussion of safety issues and policy related to the Development; discussion of funding and staffing issues related to the Development; updates to policies and procedures related to coordination related to the Development; review of this MOU between the PARTIES; services update on MHSAs Households and Service Participation; OWNER update on financial status of Development.
- G. Eviction. All PARTIES agree that early, consistent intervention with MHSAs Clients who are out of compliance with their lease or are exhibiting signs of degrading health and safety are key to avoiding escalating problems that lead to disruptions in the development and risk of evictions. The PARTIES agree to work together to find resolutions that avoid eviction of an MHSAs Client whenever possible. The PARTIES understand that eviction is sometimes necessary for the safety and well-being of the community of residents. The PARTIES also understand the importance of minimizing MHSAs Client turnover and evictions, and minimizing management related costs. All PARTIES and HOUSING AUTHORITY agree to work together to secure the safety of the residents and prepare for any repercussions of any eviction.
- H. PROVIDER(S)’s additional Obligations: PROVIDER(S) will assist the MHSAs Households referred by PROVIDER(S), and who occupy MHSAs Units, as follows:



1. PROVIDER(S) shall work to promote lease compliance and successful tenancy. In the event PROVIDER(S) assists in addressing or resolving a lease violation, PROVIDER(S) shall keep PROPERTY MANAGER informed of the PROVIDER(S)'s efforts;
2. PROVIDER(S) shall offer assistance to tenants in requesting and obtaining a reasonable accommodation during the tenancy;
3. As applicable, PROVIDER(S) shall initiate MHSA Clients specific meetings with PROPERTY MANAGER to address MHSA Clients behavioral issues in an effort to mediate behavioral problems and arrive at mutually acceptable solutions. PROVIDER(S)'s efforts should focus on avoiding formal complaints and unnecessary delays in resolutions.
4. As applicable, PROVIDER(S) will provide specific support to MHSA Clients who are settling an eviction action through a stipulated settlement, when all parties agree that supportive services will enable the MHSA Client to remediate the behavior that led to the eviction. PROVIDER(S) may be called upon to monitor the MHSA Client's participation in supportive services and report non-compliance to PROPERTY MANAGER when enforcing stipulated settlements of this nature.
5. PROVIDER(S) shall work with MHSA Households in imminent danger of being evicted to avoid finalization of the eviction process through voluntary departure.
6. PROVIDER(S) shall implement procedures to ensure that MHSA Households receive accurate, appropriate and timely information relating to their tenancy from PROPERTY MANAGER.
7. The PROVIDER(S) and PROPERTY MANAGER shall meet weekly to ensure cooperation, communication, and coordination of efforts to maintain MHSA occupied units' tenancy.
8. PROVIDER(s) shall assist MHSA household to comply with any necessary compliance or inspection obligations that may be necessary as a result of funding subsidies.

I. OWNER's Additional Obligations.

1. OWNER will respond to complaints and concerns from HCA, PROVIDER(S) and MHSA Client. OWNER will answer MHSA Client questions and concerns about fair implementation of Development policies and procedures.

2. OWNER will oversee the functions of the PROPERTY MANAGER and the creation and implementation of the PROPERTY MANAGER's strategy for effective communication and responsiveness to tenants.
3. OWNER and PROPERTY MANAGER will ensure that all on site staff of PROPERTY MANAGER are trained on when to call the emergency PROVIDER(S)s, such as the police, and are trained on when to communicate with PROVIDER(S) (or MHSA Client's other designated PROVIDER(S)) in the event of an emergency.
4. OWNER will complete, submit, and execute all applications, documents, and/or agreements in connection with financing for the purposes of acquiring the underlying real property on which the Development will be constructed and constructing the Development.
5. OWNER will prepare budgets and cost estimates relating to the Development.
6. OWNER will coordinate the creation of architectural plans for the Development and the selection of engineers, contractors, and consultants, subject to OCCS review. The architectural plans will comply with the Americans with Disabilities Act requirements in effect as of the date of the preparation of the architectural plans. The architectural plans will provide that no less than five percent (5%) of the units are physically accessible and an additional two percent (2%) of the units are sensorally accessible.
7. OWNER will supervise the work of such engineers, contractors and consultants.
8. OWNER will coordinate and administer the design and construction of the entire Development.
9. OWNER will ensure ongoing compliance with all regulatory agreements related to Federal, State, County and City financing sources for the applicable compliance periods.
10. OWNER will coordinate with SAHA to assure the requirements for PBVs are being met.
11. OWNER will ensure the Development is prudently and appropriately managed by an experienced professional property management company.

12. OWNER will provide for non-clinical social service programs at the Development for all its residents. These programs will be coordinated with the PROVIDER(S) to avoid duplication of services.

ARTICLE VII  
MISCELLANEOUS

- A. Term. This MOU shall commence on the Effective Date and continue until the termination of all regulatory agreements for the MHSA Housing funding source(s) recorded on the Development by the County of Orange, State of California Department of Housing and Community Development, and/or California Housing Finance Agency
- B. PROPERTY MANAGER. The PARTIES acknowledge that OWNER expects to delegate some of its rights and/or obligations under this MOU to the PROPERTY MANAGER. The PARTIES further acknowledge that PROPERTY MANAGER will also have the primary responsibility to manage the Development. In the event OWNER delegates any of its rights and obligations related to the Development or this MOU to PROPERTY MANAGER, OWNER shall ensure that PROPERTY MANAGER complies with the terms and provisions of this MOU as if it were OWNER. In addition, if requested by a PARTY, both OWNER and PROPERTY MANAGER shall participate in any meetings or communications provided for in the MOU. Notwithstanding any delegation of OWNER'S duties under this MOU to PROPERTY MANAGER, OWNER shall remain responsible for all obligations of OWNER that are set forth in this MOU.
- C. Trainings. HCA may provide or suggest centralized trainings and resources related to supportive housing and housing MHSA Households as needed by the PARTIES.
- D. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a PARTY shall notify the other PARTIES in writing. Within fifteen (15) days of such notice, the PARTIES shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the PARTIES at the initial meeting, the PARTIES will agree to meet and confer at least three (3) additional meetings within a forty-five (45) day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any PARTY. If any lawsuit is commenced to enforce any of the terms of this MOU, each PARTY will be responsible for its own attorneys' fees and costs.

- E. Nondiscrimination. The PARTIES agree that there shall be no discrimination by any PARTY of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the performance of this MOU and the operation of the Development.
- F. Severability. In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of the remainder of this MOU.
- G. Amendments. This MOU may be amended only in writing and authorized by the designated representatives of PARTIES. This MOU may be changed from time to time by the PARTIES in writing, and will be jointly reviewed annually and modified if mutually agreed to by the PARTIES.
- H. Loan Documents. OWNER shall comply with the Loan Agreement, Regulatory Agreement and the promissory note and deed of trust related to the Loan Agreement related to any loans made by the County of Orange, or other entity, for the Development.
- I. Notice. Formal notices, demands, and communications between the PARTIES shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the PARTIES as follows:

County of Orange Health Care Agency  
 Mental Health and Recovery Services,  
 Housing and Supportive Services  
 405 West 5th Street  
 Santa Ana, CA 92701

Attention: Lisa Row, Program Manager

OWNER:  
 Westview House, LP  
  
 3416 Via Oporto, Suite #301  
 Newport Beach, CA 92663

Kyle Paine

PROPERTY MANAGER:  
FPI Management  
 800 Iron Point Road  
 Folsom, CA, 95630

Dennis Treadaway

SERVICE PROVIDER(S):  
Telecare Corporation  
 1080 Marina Village Pkwy, Suite 100  
 Alameda, CA 94501

Attention: Edmund Bienkowski, Ph.D.  
 Vice President of Operations

- J. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected PARTY may from time to time designate by mail as provided in this Section.

Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

K. Multiple Originals; Counterpart. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.

L. No Third Party Beneficiaries. There shall be no third party beneficiaries to this MOU.

M. Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of HCA shall be personally liable to All PARTIES in the event of any default or breach by HCA.

N. Amendment This MOU may only be modified in writing as agreed upon by ALL PARTIES hereto.

O. Termination:

1. In the event any PARTY hereto is in default of any of its obligations hereunder, any other PARTY not then in default may send a written notice to the defaulting PARTY setting forth, with specificity, the nature of the default. If the defaulting PARTY has not cured the default within thirty (30) days of its receipt of the notice of default or, for defaults that cannot reasonably be cured within thirty (30) days, has not commenced to cure the default within a thirty (30) day period and diligently pursued completion of the cure, this MOU shall terminate automatically unless ALL PARTIES, excluding the PARTY who is in default, agree to extend the cure period. If the defaulting PARTY still remains in default of its obligation(s) at the end of the extended cure period, this MOU shall terminate automatically.

2. The obligations of the PARTIES under this MOU are contingent upon the continued availability of Federal, State, and/or County funds, and inclusion of sufficient appropriations approved each fiscal year this MOU is in effect or in operation. In the event that such funding is terminated or reduced, any sponsor may terminate this MOU or reduce its obligations accordingly for each fiscal year this MOU is in effect upon thirty (30) days written notice to the other parties.

P. Indemnification and Insurance

1. Each of OWNER, PROPERTY MANAGER, and PROVIDER (each, an Indemnitor) severally but not jointly, agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special

districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by OWNER, PROPERTY MANAGER, and/or PROVIDER pursuant to this Agreement. If judgment is entered against OWNER, PROPERTY MANAGER, and/or PROVIDER and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, OWNER, PROPERTY MANAGER, PROVIDER and COUNTY agree that liability will be apportioned as determined by the court; provided, however, that the parties acknowledge that in no event shall any such judgement or apportionment modify or change the fact that the Indemnitor's obligations under this paragraph O are several and not joint. Neither party shall request a jury apportionment.

2. COUNTY agrees to indemnify, defend and hold OWNER, PROPERTY MANAGER, and/or PROVIDER, and their respective officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and OWNER, PROPERTY MANAGER, and/or PROVIDER by a court of competent jurisdiction because of the concurrent active negligence of OWNER, PROPERTY MANAGER, and/or PROVIDER, COUNTY and OWNER, PROPERTY MANAGER, and PROVIDER agree that liability will be apportioned as determined by the court; provided, however, that the parties acknowledge that in no such event shall any such judgement or apportionment modify or change the fact that the Indemnitor's obligations under this paragraph P are several and not joint. Neither party shall request a jury apportionment.
3. Prior to the provision of services under this Agreement, OWNER, PROPERTY MANAGER, and PROVIDER agrees to purchase all required insurance at OWNER, PROPERTY MANAGER, and PROVIDER's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of OWNER, PROPERTY MANAGER, and PROVIDER pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for OWNER, PROPERTY MANAGER, and PROVIDER.

4. OWNER, PROPERTY MANAGER, and PROVIDER shall ensure that all subcontractors performing work on behalf of OWNER, PROPERTY MANAGER, and PROVIDER pursuant to this Agreement shall be covered under OWNER, PROPERTY MANAGER, and PROVIDER's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for OWNER, PROPERTY MANAGER, and PROVIDER. OWNER, PROPERTY MANAGER, and PROVIDER shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from OWNER, PROPERTY MANAGER, and PROVIDER under this Agreement. It is the obligation of OWNER, PROPERTY MANAGER, and PROVIDER to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by OWNER, PROPERTY MANAGER, and PROVIDER through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
5. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management upon review of OWNER, PROPERTY MANAGER, and PROVIDER's current audited financial report.
6. If OWNER, PROPERTY MANAGER, and PROVIDER fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.
7. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
8. The policy or policies of insurance maintained by OWNER, PROPERTY MANAGER, and PROVIDER shall provide the minimum limits and coverage as set forth below:

**Coverage**

Commercial General Liability

**Minimum Limits**

\$1,000,000 per occurrence

	\$2,000,000 aggregate
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

9. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

10. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
- b. A primary non-contributing endorsement evidencing that the OWNER, PROPERTY MANAGER, and PROVIDER’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- c. Where required by contract between the OWNER and PROPERTY MANAGER, the OWNER’s policy or policies of insurance shall be the primary coverage for OWNER, PROPERTY MANAGER and COUNTY, with PROPERTY MANAGER’s policy or policies being secondary, excess and non-contributing.

11. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

12. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

13. OWNER, PROPERTY MANAGER, and PROVIDER shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.



14. The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
15. COUNTY expressly retains the right to require OWNER, PROPERTY MANAGER, and PROVIDER to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
16. COUNTY shall notify OWNER, PROPERTY MANAGER, and PROVIDER in writing of changes in the insurance requirements. If OWNER, PROPERTY MANAGER, and PROVIDER does not deposit copies of acceptable COI’s and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to OWNER, PROPERTY MANAGER, and PROVIDER, and COUNTY shall be entitled to all legal remedies.
17. The procuring of such required policy or policies of insurance shall not be construed to limit OWNER, PROPERTY MANAGER, and PROVIDER 's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
18. SUBMISSION OF INSURANCE DOCUMENTS
  - a) The COI and endorsements shall be provided to COUNTY as follows:
    - i. Prior to the start date of this Agreement.
    - ii. No later than the expiration date for each policy.
    - iii. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.
  - b) The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.
  - c) If OWNER, PROPERTY MANAGER, and PROVIDER fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
    - i. ADMINISTRATOR may withhold or delay any or all payments due OWNER, PROPERTY MANAGER, and PROVIDER pursuant to any and all Agreements

between COUNTY and OWNER, PROPERTY MANAGER, and PROVIDER until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- ii. OWNER, PROPERTY MANAGER, and PROVIDER may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and OWNER, PROPERTY MANAGER, and PROVIDER, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
  - iii. If OWNER, PROPERTY MANAGER, and PROVIDER is assessed a late penalty, the amount shall be deducted from OWNER, PROPERTY MANAGER, and PROVIDER's monthly invoice.
- d) In no cases shall assurances by OWNER, PROPERTY MANAGER, and PROVIDER, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.



**VA**



**U.S. Department of Veterans Affairs**  
VA Long Beach Healthcare System

5901 East 7th Street  
Long Beach, CA 90822  
[www.longbeach.va.gov](http://www.longbeach.va.gov)

January 24, 2021

Julia Bidwell  
1770 N. Broadway  
Santa Ana, CA 92706

Subject: Letter of Support for Project Based (30) HUD-VASH Vouchers in Orange County, California

To Whom It May Concern:

This letter is to state the support of the Veteran Affairs Long Beach Health Care System (VALBHS) for the Orange County Housing Authority (OCHA-CA094) to apply for thirty (30) HUD-VASH vouchers for the Motel 6 apartment project, located at 2274 Newport Boulevard, Costa Mesa, California.

We confirm the Motel 6 project meets a high priority local need by ensuring the availability of affordable supportive housing for homeless Veterans who face significant challenges finding housing in one of the most expensive and competitive rental markets in the country. Since 2009, the VALBHS and OCHA have participated in a collaborative partnership to provide housing and support services for more than 550 homeless Veterans in Orange County with tenant-based VASH Vouchers. However, rents in the county have now reached a record high level and the vacancy rate is extremely low. Consequently, the Project Based Vouchers will be essential to secure permanent support housing for thirty homeless Veterans in Orange County.

We strongly support Orange County Housing Authority utilizing thirty (30) HUD-VASH vouchers for the Motel 6 PBV Project. Veteran Affairs Long Beach Health Care System (VALBHS), will be providing case management services at the Motel 6 Project.

If you have any questions or require further information, please contact me at [katrese.epps@va.gov](mailto:katrese.epps@va.gov).

Sincerely,

*Katrese Epps, MBA, LCSW*

Katrese Epps, MBA, LCSW  
HCHV Coordinator  
VALBHS

**§300(iii) Supportive Services Plan (SSP)**

10/2/21

Homekey applications must include an initial plan for providing supportive services based on the anticipated needs of the Target Population and any proposed sub-populations to be served by the Project. The checklist below shall serve as a guide to ensure your SSP is complete.

<b>Part I.</b>	<b>Tenant Selection</b>
	Section 1: Tenant Selection Criteria
	Section 2: Referrals
	Section 3: Housing First Certification §501
<b>Part II.</b>	<b>Supportive Services Detail</b>
	Section 1: Supportive Services Provider Information
	Section 2: Supportive Services Chart
	Section 3: Supportive Services Coordination
<b>Part III.</b>	<b>Staffing</b>
	Section 1a: Staffing Description
	Section 1b: Staffing Chart
	Section 2: Staffing Ratios
<b>Part IV.</b>	<b>Supportive Services Budget</b>
<b>Part V.</b>	<b>Property Management Plans and Tenant Selection</b>
	Section 1: Property Management Plans and Tenant Selection
<b>Part VI.</b>	<b>Measurable Outcomes and Plan for Evaluation</b>
	Section 1: Measurable Outcomes
	Section 2: Plan for Evaluation

**Part I. Tenant Selection**

§502 asks for a detailed description of the Tenant Selection process. Using the titled sections below, the narrative should be as specific as possible, delineating the roles of property management and the support service provider and how these functions will be coordinated. Your description should clearly and conclusively document processes to ensure compliance with the Homekey Round 2 NOFA for Tenant Selection and Housing First Practices.

**Section 1: Tenant Selection Criteria**

Target Population and Eligibility Criteria

a. Do you use Housing First Practices? Yes

b. Describe the criteria that will be used to ensure that tenants are eligible to occupy the Homekey Assisted Units.

The project shall employ Housing First practices for the Homekey units that are documented in the application, property management plan and project specific supportive services plan. Housing First practices include the following: (1) Tenant selection practices that promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or agreement to participate in services; (2) Applicants are seldom rejected on the basis of poor credit or financial history, poor or lack of rental history, or criminal convictions unrelated to tenancy; (3) Applicants are assisted in making application for tenancy and reasonable accommodation requests; (4) Supportive services are flexible and voluntary and focus on housing stability, engagement, and problem-solving over therapeutic goals; and (5) The lack of policies or practices regimenting daily activities or limiting privacy, visitors, or the individual's ability to engage freely in community activities or to manage their own activities of daily living. (c) Property management and services practices emphasize housing access and tenant retention and offer flexibility and services to prevent and resolve lease violations and evictions; and (6) Treatment and supportive services are voluntary.

c. Description of the Target Population to be served, and identification of any additional subpopulation target or occupancy preference for the Project. (all sub-population targeting must be approved by HCD prior to standard agreement issuance and must be consistent with federal and state fair housing requirements).

Forty (40) units shall be specifically set aside to serve homeless and those at-risk of homelessness eligible under the Project Homekey program, including veterans. Ten (10) of these units will be funded with MHSA funds, which will include persons with serious mental illness who are homeless or at-risk of homelessness. Qualification for MHSA/Homekey units will be done through the established protocols of the Coordinated Entry System for Orange County. These units may also be supported through Project-Based Vouchers.

d. Describe any additional eligibility criteria other than those indicated above, i.e., information needed to determine if the tenant can comply with lease terms. **NOTE:** Selection criteria designed to assess anything other than the ability to comply with lease terms generally run afoul of fair housing laws designed to protect equal access to housing for people with disabilities. [See Between the Lines, A Question and Answer Guide on Legal Issues in Supportive Housing Chapter 4.](#)

**Mitigating Circumstances – Permanent Supportive Housing Units Only**

An applicant who lacks sufficient credit or rental history or who has credit, rental and/or criminal history that does not meet the above criteria may ask FPI Management to consider any mitigating circumstances that the applicant may wish to provide before a final decision to accept or deny the application is made.

An applicant may:

1. Request consideration of mitigating circumstances at the time the rental application is submitted; and/or
2. Submit documentation of any mitigating circumstances along with the rental application; and/or
3. Request a Mitigating Circumstances Interview in the event the applicant is notified that he/she did not meet the above application criteria.

In addition to any information provided by the applicant regarding the mitigating circumstances, FPI Management may also consider:

1. The impact that stable housing will have on helping the individual achieve personal stability;
2. Whether homelessness or unstable housing was the cause or a major contributing factor to the issues that cause the applicant's failure to meet the Application Criteria;
3. The nature, extent, and seriousness of the past behavior or action and the amount of time that has passed since the behavior or action took place;
4. The extent to which disability or disabling conditions contributed to the behavior or circumstances and evidence that the applicant has taken or is taking appropriate action that makes it reasonably likely the applicant would be able to refrain from any future behavior of the nature that caused the applicant's failure to meet the Application Criteria;
5. The availability of rental subsidies, other financial assistance or financial assistance programs (i.e., representative payee services) to limit the risk of non-payment of rent;
6. The extent to which the applicant's current or previous actions have addressed or are mitigating the underlying conditions which caused the previous action or behavior; and
7. Other factors which indicate a reasonable probability of favorable future conduct and of the applicant being able to meet the obligations of the lease and follow the rules of the property, including evidence of rehabilitation and applicant's willingness to participate in social services.

After reviewing all of the information and documentation provided during the Mitigating Circumstances Interview, FPI Management shall make a final determination whether to accept (with or without conditions) or deny the application and shall notify the applicant of same in writing within seventy-two hours (approximately) from the date of the Mitigating Circumstances Interview.

e. Identify all disclosures that will be provided to applicants/tenants. Example: Megan's Law disclosures.

Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (form HUD-5382)

Notice of Occupancy Rights under the Violence Against Women Act (form HUD-5380)

Tenant Protection Act of 2019

Prop 65 Warning & Q&A Addendum to Rental Agreement/Lease Agreement

Moisture Disclosure Statement

Notification of Pest Control (California Only)

EPA/Lead Based Paint Pamphlet (Housing Prior to 1978)

EPA/Renovate Right (Housing Prior to 1978)

Universal Waste Memorandum

**Section 2: Referrals**

The following addresses the required use of the Coordinated Entry System (CES) for all referrals into Homekey Assisted Units or an alternate comparable prioritization system for those At Risk of Homelessness based on greatest need. Note that use of standard waiting lists is prohibited, in that both of these systems must prioritize referrals based on highest acuity needs, rather than first-come first served.

**§300(iii) Supportive Services Plan (SSP)**

10/2/21

a. Describe how the local CES will be used to fill Homekey Assisted Units based on the use of a standardized assessment tool which prioritizes those with the highest need and the most barriers to housing retention. Include the CES agency's name, primary staff person's name, and contact information. If the local CES is not yet operational, describe when it'll be established and the plan to use it.

Orange County has a fully operating Coordinated Entry System (CES). CES is the access point for federally-funded, state-funded and locally-funded homeless services in Orange County. The Orange County Health Care Agency's Office of Care Coordination is the lead agency managing the CES system. Referrals into CES currently use the Vulnerability Index Services Prioritization Decision Assistance Tool (VISPDAT) to assess acuity and priority for placement into appropriate housing interventions by chronically and non-chronically homeless individuals. Homeless Veterans with the highest vulnerabilities and meeting eligibility criteria will be referred to HomeKey assisted units. CES Administrator, Rebecca Ricketts, RRicketts@ochca.com.

b. If using a separate comparable prioritization system than CES to refer persons At Risk of Homelessness describe that system. All referral protocols for Homekey Assisted Units must be developed in collaboration with the local CoC and implemented consistent with the requirements set forth in the Homekey NOFA.

The Orange County Coordinated Entry System currently does not have a standardized system in place for referring those At-Risk of Homelessness to housing units. The Orange County CoC has however developed a Homelessness Prevention Tool that accesses the vulnerability of a household through a point system. Vulnerabilities include how quickly the housing will be lost, income level of household, past homelessness, eviction histories and number of times moved in past 60 days, if the household includes children, pregnant women or seniors, presence of mental or physical disability in household members, amongst others. Households scoring less than 12 points would not qualify for assistance. This Homeless Prevention Tool will be used to screen At-Risk Populations for the HomeKey assisted units.

**Section 3: Housing First Certification §501**

The Eligible Applicant shall certify to employ the core components of Housing First, as set forth at Welfare and Institutions Code §8255, in its property management and tenant selection practices. Complete the checklist below to certify compliance with Housing First.

**Tenant Screening**

1. If the project cannot serve someone, it works through the coordinated entry process to ensure that those individuals or families have access to housing and services elsewhere.	Yes
2. The project does everything possible not to reject an individual or family based on poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that are interpreted as indicating a lack of "housing readiness."	Yes
3. Access to the project is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or any other unnecessary condition not imposed by the terms of the funding itself.	Yes
4. People with disabilities are offered clear opportunities to request reasonable accommodations within applications and screening processes and during tenancy. Building and units include physical features that accommodate disabilities.	Yes

**Housing-Based Voluntary Services**

1. If serving youth experiencing homelessness, services use a positive youth development model and culturally competent services to engage with tenants.	N/A
2. Services are informed by a harm-reduction philosophy that recognizes that substance use/ addiction are a part of some tenants' lives. Tenants are engaged in non-judgmental communication regarding substance use and are offered education regarding safer practices and how to avoid risky behaviors.	Yes
3. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.	Yes
4. Participation in services or compliance with service plans are not conditions of tenancy but are reviewed with tenants and regularly offered as a resource to tenants. Housing and service goals and plans are highly tenant driven.	Yes
5. Supportive services emphasize engagement and problem-solving over therapeutic goals.	Yes

**Housing Permanency**

1. Substance use in and of itself, without other lease violations, is not considered a reason for eviction.	Yes
2. Tenants in supportive housing are given reasonable flexibility in paying their share of rent on time and offered special payment arrangements for rent arrears and/or assistance with financial management, including representative payee arrangements.	Yes
3. Every effort is made to provide a tenant the opportunity to transfer from one housing situation, program, or project to another if tenancy is in jeopardy. Whenever possible, eviction back into homelessness is avoided.	Yes
4. Program Requires Housing Providers to Provide Tenants with Leases and Reflects Tenants' Rights & Responsibilities Of Tenancy Under CA Law (including eviction protections).	Yes

**Part II. Supportive Services Detail**

**Section 1: Supportive Services Provider Information**

If already identified, list the supportive service provider (s) for the Target Population and any proposed sub-populations to be served by the Project. If more than one Provider will be offering services, describe how services will be coordinated.

Provider Name	Populations the Provider will serve	Services Provider will offer
Mercy House	HomeKey Tenants and non-HomeKey Tenants	On-site Case Managers/Residential Service Coordinators
Veterans Affairs	HomeKey Homeless Veteran Tenants	Case Management and Wrap Around Services
Orange County Health Care Agency	Homekey/MHSA Tenants	Case Management and Behavioral Health Services

Describe any known conflicts and/or the mitigation strategy for when Homekey funding or other program requirements conflict with Housing First practices, as applicable.

The Homekey Guidelines and NOFA will ultimately guide eligibility decisions if there is a conflict identified between Housing First practices and other program requirements. Housing First practices include the following: (1) Tenant selection practices that promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or agreement to participate in services; (2) Applicants are seldom rejected on the basis of poor credit or financial history, poor or lack of rental history, or criminal convictions unrelated to tenancy; (3) Applicants are assisted in making application for tenancy and reasonable accommodation requests; (4) Supportive services are flexible and voluntary and focus on housing stability, engagement, and problem-solving over therapeutic goals; and (5) The lack of policies or practices regimenting daily activities or limiting privacy, visitors, or the individual's ability to engage freely in community activities or to manage their own activities of daily living. (c) Property management and services practices emphasize housing access and tenant retention and offer flexibility and services to prevent and resolve lease violations and evictions; and (6) Treatment and supportive services are voluntary

If your tenants include minor children and/or adult dependents of Homekey Tenants, describe any additional criteria that will be used to ensure applicants are eligible to occupy the Homekey Assisted Units.

**§300(iii) Supportive Services Plan (SSP)**

10/2/21

See answer in line 27. This development supports the Housing First model and includes units that are reserved for occupancy by qualifying homeless households as defined by the Orange County Housing Authority. Many Permanent Supportive Housing (PSH) applicants may have a lack of credit or rental history or have disqualifying screening results (unfavorable credit, rental history, or criminal history) that would ordinarily disqualify them from living at one of our communities. The Development's goal is to ensure that all PSH applicants are given equal opportunity to have any mitigating circumstances considered by FPI Management before a final decision is made to accept (with or without conditions) or deny the applicant.

All special needs households will be selected and qualified for eligibility under an alternative resident selection criteria that is less restrictive with respect to credit history, income to rent ratio, and landlord records. Applicants will not be rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness." Owner and Management Company confirm that all Special Needs households that are not initially approved will be afforded a reasonable accommodation request. An applicant that is denied can request, in writing, a meeting with management and owner's representative to further consider review of their application. This process will serve to document the reasoning behind making deviations from the stated selection criteria. In addition to any information provided by the applicant regarding the mitigating circumstances, FPI Management may also consider:

- The impact that stable housing will have on helping the individual achieve personal stability;
- Whether homelessness or unstable housing was the cause or a major contributing factor to the issues that cause the applicants failure to meet the Application Criteria;
- The nature, extent, and seriousness of the past behavior or action and the amount of time that has passed since the behavior or action took place;
- The extent to which disability or disabling conditions contributed to the behavior or circumstances and the evidence that the applicant has taken or is taking to appropriate action that makes it reasonably likely the applicant would be able to refrain from any future behavior of the nature that cause the applicant's failure to meet the application Criteria.
- The availability of rental subsidies, other financial assistance or financial assistance programs (i.e. representatives payee services) to limit the risk of non-payment of rent.
- The extent to which the applicant's current or previous actions have addressed or are mitigating the underlying conditions which caused the previous action or behavior; and
- Other factors which indicate a reasonable probability of favorable future conduct and of the applicant being able to meet the obligations of the lease and follow the rules of the property, including evidence of rehabilitation and applicant's willingness to participate in social services.

**Section 2: Supportive Services Chart**

Required Services: List and describe all services as required in §300 to be offered to tenants of the Homekey Assisted Units.

Resident Service	Service Description	Frequency	Hours	Service Provider	Off-site Service Location
List each service separately	Describe service, including the degree to which services are provided.	Frequency of services provided	Provide the hours of availability	Provider's Name	If service is on-site, leave blank. Enter distance, in miles, to off-site service and list resident commuting options. Reasonable access is access that does not require walking more that one-half mile.
Case management	Case management will be provided on-site by Mercy House staff. Staff are trained in motivation interviewing, mental health first aid, trauma informed care, and voluntary moving-on strategies. Due to past PSH experience staff are well-versed in tenant engagement and recovery model services wherein client choice drives service delivery. Additional case management services will be provided by the VA for Veteran Tenants and MHSA assisted HomeKey units will also benefit from the case management services of the Orange County Health Care Agency and access to their Behavioral Health & Substance Abuse Prevention Treatment services, healthcare services, Vocational program, Benefits Assistance program and other services needed for housing stability and holistic recovery.	Monthly	9AM-5PM	Mercy House, Orange County Health Care Agency, Veteran Affairs	On-site
Behavioral health services	Residents will be provided psychiatric assessment, medication services, psychological testing, individual and group therapy, crisis intervention, rehabilitation services, and case management services. Substance abuse treatment services include outpatient services, residential treatment, withdrawal management, medication assisted treatment, aftercare support. Veteran tenants will be referred to behavioral health services provided by the VA at the nearest Long Beach Hospital Location. For MHSA assisted units tentants will be referred OCHA's Adult and Older Adult Behavioral Health Department. All tenants in assisted units will be supported to gain access to health insurance resources and connected to a health home. 24 crisis care is available through both of these providers.	As Needed	12AM-12PM	Orange County Health Care Agency, Veterans Affairs	Services will be provided on-site and at various clinic and program locations of OCHA and the VA. These locations are more than .5 miles from the project location. Transportation needs are accommodated through public transportation and individual rides when necessary. There are four bus stop within a 5 minute from the property.
Physical health services	Residents will be connected to primary care, outpatient, preventative care, and care for chronic medical conditions as well as support in navigating the system of primary care and specialty care medical clinics conveniently located throughout the County of Orange. Veteran tenants will be referred to physical health services provided by the VA at the nearest Long Beach Hospital Location. For MHSA assisted units tentants will be referred to Cal Optima health network locations. All tenants in assisted units will be supported to gain access to health insurance resources and connected to a health home.	As Needed	9AM-5PM	Orange County Health Care Agency, Veterans Affairs	Services will be provided at various clinic and program locations of OCHA and the VA. These locations are more than .5 miles from the project location. Transportation needs are accommodated through public transportation and individual rides when necessary. There are four bus stop within a 5 minute from the property.

**§300(iii) Supportive Services Plan (SSP)**

10/2/21

Assistance obtaining benefits and essential documentation	Case manager will assess tenant's at entry and as needed and provide assistance with identifying available benefits, submitting applications and maintaining benefits once obtained. Residents will be assisted to apply for, renew or check benefits including but not limited to Medi-Cal, CalFresh, General Relief, CalWorks, Veteran Services and other benefits they may be eligible for. Residents may also be referred to in-house SOAR Specialist who can provide assistance to clients who are completing the often difficult SSI applications as well as applications for other mainstream benefits.	As Needed	9AM-5PM	Mercy House, Orange County Health Care Agency, Veteran Affairs	On-site
Education and employment services	Residents who have identified employment goals either through their Housing Stabilization Plan or otherwise will be supported in setting goals towards and accessing education, employment and job counseling services such as support with writing resumes, job searches, interviewing techniques and computer skills, tutoring for GED and job retention skills. On-site group life skills classes may also be provided to residents that covers these topics. Computers will be available to residents on-site to support job search and other employment needs.	As Needed	9AM-5PM	Mercy House, Orange County Health Care Agency, Veteran Affairs	On-site
Other services, such as housing retention skills, legal assistance, family connection services, etc.	Case managers have experience through existing PSH projects in supporting residents with housing retention skills. Staff provide in vivo coaching with residents in their homes on budgeting, bill paying, cooking, cleaning, and other ADL skills. Staff also assist residents in shopping and errands (e.g., banking, bill paying, doctor's visits, and self-sufficiency activities) to provide real time skills training and coaching. Case Managers are well versed in community services. As legal or other needs arise they may ensure that tenants are referred to appropriate services in the community. Case Managers will be provide enhanced assistance with these referrals as needed and based on the acuity level of the tenant served.	Monthly	9AM-5PM	Mercy House, Orange County Health Care Agency, Veteran Affairs	On-site
Other Residential Services (specify) - Recreational and Social Activities/Resident Advisory Council	Mercy Housing staff will facilitate social activities for all residents, such as Holiday Celebrations, Movie Nights, Game Time, and Pot Luck Meals. These events are designed to build community among the residents, leading to improved social contact and more stable housing. The Residential Services Coordinator will coordinate resident meetings at least semi-annually (or more frequently if needed or requested) to encourage discussions related to the needs of the residents, including but not limited to such topics as apartment living; meeting neighbors; becoming familiar with the surrounding area and any opportunities in general; operations and services concerns or suggestions; and resident activities. As needed, one-on-one discussions will occur, as all parties realize and understand not all people are comfortable in a group sitting. Our goal is to insure each resident will have ample opportunity to have thier opinions heard.	Monthly	9AM-5PM	Mercy House	On-site
Other Residential Services (specify) Eviction Prevention Services	Intervention process between case manager, property manager and tenant to create a plan and response to early signs of tenancy issues by residents to thwart eviction whenever possible. Residents may also be connected to rental assistance resources in the community as needed.	As Needed	9AM-5PM	Mercy House/Property Management	On-site

**Section 3: Supportive Services Coordination**

1. Describe the accessibility of community services to which you propose linkages, whether they are on-site or in close proximity to the Project, and the frequency, travel time and cost to the tenant for transportation required to access the services to include both public transportation and private transportation services (e.g. van owned by the provider). If available, provide documentation, in the form of Memorandum of Understanding, Memorandum of Agreement, letters of support or contracts demonstrating who will be responsible for ensuring access to services and how accessibility will be accomplished.

The majority of services will be provided to tenants on-site. For those that need to receive off-site services (more than a ½ mile from the project site), case managers and/or other on-site providers will have transportation options to assist tenants that includes providing direct transportation, providing assistance in arranging for local bus service and other programs such as ACCESS and Dial-a-Ride and discounted bus passes for individuals with disabilities. Case managers can assist tenants in accessing Uber or Lyft and in arranging shared rides with other residents. In addition, residents enrolled in VA services and Cal Optima (for Medi-Cal recipients) may also be eligible for non-medical and non-emergency transportation assistance as part of their medical benefits.



2. Describe how the supportive services will be provided in a manner that is culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. This includes explaining how services will be provided to Homekey tenants who do not speak English, or have other communication barriers, including sensory disabilities, and how communication among the services providers, the property manager and these tenants will be facilitated. Additionally, describe how services will accommodate trauma-based, barriers to services. If available, provide documentation, in the form of Memorandum of Understanding, Memorandum of Agreement, letters of support or contracts demonstrating who will be responsible for ensuring access to services and how accessibility will be accomplished.

The Project is committed to providing supportive services that are culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. Services will be provided to HomeKey residents who do not speak English, or have other communication barriers, including sensory disabilities. Mercy house, as lead services provider, is committed to facilitating appropriate communication among the services providers, the property manager and residents. The following specific practices will be in place at the Project:

- 1) Recruit, promote, and support a culturally and linguistically appropriate services staff that is responsive to the Project population.
- 2) Educate and train staff in culturally and linguistically appropriate policies and practices on an ongoing basis.
- 3) Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services.
- 4) Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area; Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
- 5) Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
- 6) Work with residents to provide support that is culturally and linguistically appropriate, particularly when used to identify, prevent and resolve conflicts or complaints.

The principles of trauma-informed care are embedded throughout all services provided by Mercy House and supportive service partners. Trauma informed care is an active part of all interventions with HomeKey residents and is included in the development of the housing stability plans (created jointly by the HomeKey resident and case manager) for each resident. A review and discussion of each HomeKey resident's history and prior experience with mental health and substance abuse services is part of the initial intake by case manager in order to surface any aspects of prior experiences that could be an indicator of prior trauma. Case managers are familiar with each resident's history so that the housing stability plans and any interventions are adapted to the unique needs of each HomeKey resident to avoid a situation that could thwart or reverse any progress being made as a result of being unaware of or failing to consider prior trauma. Case managers are trained in trauma-informed care as part of their orientation to working with the HomeKey population and participate in periodic trainings and in-service seminars conducted by Mercy House and other government and community agencies.

**Part III. Staffing**

**Section 1a: Staffing Description**

Describe the overall staffing pattern, including the roles and responsibilities for each position listed in the Staffing Chart below. List the target populations served through each position.

Case management services will be provided to the Homekey units by Housing Stabilization Specialists who receive training working with chronically homeless, homeless and at-risk of homeless populations which includes veteran populations. A Residential Coordinator will oversee activities and group events at the community serving all residents. Both positions are supervised by a Housing Solutions Manager who has specialized management training and experience working with the target populations.

**Section 1b: Staffing Chart**

List all staff positions that will provide services to the tenants of the Homekey Assisted Units. Include any staff positions of partnering organizations who have committed time to the Project. Include the services coordination staff. For each position, list the position title, minimum requirements, the full-time equivalent (FTE), the organization under which the position resides, and the location of the position (on-site or off-site). Do not include staff which serve non-Homekey Units. If a staff position serves both tenants in Homekey and non-Homekey units, include only that portion (i.e., % FTE) of the staff position dedicated to Homekey Assisted Units. Attach a copy of each positions duty statement, if these documents are available.

**NOTE: Indicate which staff position will be responsible for Homeless Management Information System data entry and CoC coordination.**

Title	Minimum requirements	Total FTE:	1.64	Employing Organization	Location
List each staff position	List min. required staff preparation include (education & experience).	Indicate FTE staff positions for Homekey units (half-time is 0.5)		List which organization will employ each staff position	Select "On-Site" or "Off-Site"
Housing Stability Specialist	Bachelor's Degree, Social Work (or related field) with experience working in chemical health, mental health, co-occurring disorders is preferred. Persons with less than a BA/BS degree but with at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and additions issues are welcome to apply. Excellent verbal and written communication skills and the ability to work independently are required.	1.53		Lead Service Provider	On-Site
Residential Coordinator	Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. An ability to be creative, self-start and work independently is also critical. Organizational and effective writing are desired skills and experience working with families and homeless populations is beneficial.	0.11		Lead Service Provider	On-Site

**§300(iii) Supportive Services Plan (SSP)**

10/2/21

**Section 2: Staffing Ratios**

1. Indicate the overall services staffing level for the Project by completing the calculation below.

a. Total Homekey Assisted Units	0
b. Total FTE Service Staff from the Staffing Chart for the Homekey Assisted Units - Provide only the number of ongoing direct service staff positions that will provide services to the tenants of the Homekey Assisted Units, (for example, case manager, psychiatric nurse, services coordinator, etc). Do not include supervisors, peer support positions, or HMIS Administration positions.	1.64
c. <b>Number of Homekey units per FTE Staff Person (a÷b)</b>	<b>0</b>

2. Complete case manager staffing ratio chart to show how many staff are assigned per client (for example 2:1, 3:1, etc.). Include all case management.

Population Type:	<b>Chronically Homeless</b>	<b>Homeless</b>	<b>At-Risk of Homelessness</b>
<b>Case Manager Ratio</b>	1:20	1:25	1:30

**Part IV. Supportive Services Budget**

Provide a line item supportive services budget for the Project using the format below. Complete both income and expense portions of the budget on a yearly basis. Include all costs associated with implementing your SSP, including any in-kind services. Include income and expenses for all staff positions and partnering organizations who have committed time to the Project. Total expenses should equal total income. Add expense item categories & lines as necessary. Don't include costs associated with providing services in non-Homekey Assisted Units. If costs are associated with both Homekey & non-Homekey Assisted Units, include only the Homekey Assisted Units portion.

Income Source/Program Name	Amount	Type	Funding Status	% of Total Budget
Project cash flow	\$107,767	Cash	Committed	100.00%
				0.00%
				0.00%
				0.00%
<b>Total Revenue</b>	<b>\$107,767</b>			<b>100.00%</b>
Expense Item	Amount	Type	Funding Status	% of Total Budget
Staff Salaries: List by title of position. (This list must match the Staffing Chart above.)				
Staff Position	FTE 1.64 \$70,547	Cash	Committed	65.46%
Staff Position	FTE			0.00%
Staff Position	FTE			0.00%
Staff Position	FTE			0.00%
Fringe Benefits	\$21,164	Cash	Committed	19.64%
<b>Total Staff Expenses</b>	<b>\$91,711</b>			<b>85.10%</b>
Tenant Transportation (per SSP)				0.00%
Staff training (per SSP)				0.00%
Equipment				0.00%
Supplies	\$2,000			1.86%
Travel				0.00%
Office Rent/Occupancy Costs (don't include rent/leasing costs for SH units)				0.00%
Training				0.00%
Consultants: List by Function				0.00%
Subcontractors/Partners-list by Entity/Service type				0.00%
Other Expenses: Admin (Supervision, training)	\$14,057	Cash	Committed	13.04%
Other Expenses: (type in expense description)				0.00%
Other Expenses: (type in expense description)				0.00%
<b>Total Expenses</b>	<b>\$107,768</b>			<b>100.00%</b>

**Part V. Property Management Plans and Tenant Selection**

**Section 1: Property Management Plans and Tenant Selection**

The Property Management Plan and tenant selection policies submitted with the Homekey application will be evaluated for the following consistent with state Housing First requirements. These documents must identify, describe, and utilize Housing First and low-barrier tenant selection processes that prioritize those with the highest needs for available housing. The descriptions of the use of Housing First and tenant selection in this SSP must be consistent with the Property Management Plan and the tenant selection policies. The Property Management Plan and tenant selection policies should address the following and be consistent with state Housing First requirements, as well as and other Homekey program requirements:

1. Applicant eligibility and screening standards
2. Confidentiality
3. Substance abuse policy
4. Communication between property manager and supportive services staff
5. Eviction policies and eviction prevention procedures
6. Process for assisting tenants to apply for different forms of cash and non-cash benefits to aid the household in retaining their housing, if needed
7. How applicants and residents will be assisted in making reasonable accommodation requests, in coordination with the services provider and persuasive to outside entities, such as Housing Authorities, to ensure that persons with disabilities have access to and can maintain housing
8. Policies and practices to facilitate Voluntary Moving On strategies
9. Appeal and Grievance Procedures

**Part VI. Measurable Outcomes and Plan for Evaluation**

Specific target populations will likely have varying outcomes and evaluation strategies. List outcomes and evaluations plans specific to each target population.

**Section 1: Measurable Outcomes**

Outcomes are what you expect to happen for the people served by your Project. Outcomes are sometimes called results. Outcome objectives are time-specific measurable goals that identify how you know if you are achieving your desired results. Outcome objectives are sometimes called outcome benchmarks or indicators. Categorize the outcomes for your Project into the following three categories:

Category	Outcomes	Outcome Objectives
<b>Residential Stability:</b> Tenants maintain permanent housing (see examples in cell comments to the right)	Tenants will maintain or exit to permanent housing	90% of residents will maintain or exit to permanent housing annually

**§300(iii) Supportive Services Plan (SSP)**

10/2/21

<p><b>Increased Skills and/or Income:</b> Tenants gain job-related skills, participate in job-related training and/or education, gain stipend part-time or full-time supported employment, gain access to mainstream service/income support Programs for which they are eligible (see examples in cell comments to the right)</p>	<p>Tenants will increase their income while in the program (Measured difference between income at Entry and income at Exit or Annual Assessment).</p>	<p>40% of residents will increase their income annually while in the program.</p>
<p><b>Greater Self- Determination:</b> Tenants gain daily living skills and ability to plan and advocate for themselves to maximize independence and self-sufficiency (see examples in cell comments to the right)</p>	<p>Tenants will report greater Well-Being as a result of being in the program. (Measured difference between response at Entry, at Exit or at Annual Assessment).</p>	<p>75% of clients will report 1) increase in perception that their life has value and worth, 2) increase in support from others who will listen to their problems, 3) increase in perception that they have a tendency to bounce back after hard times, 4) decrease in frequency of feeling nervous, tense, worried, frustrated or afraid.</p>
<p>Other (specify)</p>		

**Section 2: Plan for Evaluation**

Describe your evaluation plan, including how you intend to collect, track and analyze data on the effectiveness of your Project, including the outcomes Projected above. Indicate who will analyze the data and perform your Program evaluation. (e.g., staff, consultant, etc.).

The Project will be set up in the local HMIS system. Data tracked in the system includes basic demographic information, project entry information, and project exit information including income and non-cash benefit increases, well being responses, and housing retention rates. Standard and ad hoc reporting capabilities from the system enable the ability to report program performance outcomes. On a quarterly basis, Mercy House's Program Evaluation Team, consisting of our Chief Executive Officer, Chief Operations Officer, Chief Program Officer, Chief Strategy and Compliance Officer and Data Manager meet to review and evaluate each one of Mercy House's programs towards their intended goals. The Chief Program Officer discusses progress and strategies for course-correction with program teams, as needed.



Housing for Health OC  
Orange County, CA

**HOUSING FOR HEALTH OC**

**Heather Stratman, CAO**  
**17701 COWAN STE 200**  
**IRVINE, CA 92614-68**

August 30, 2022

To Whom It May Concern,

I am writing to confirm that Mercy House is a member of the Housing For Health Orange County, Inc. collaborative, a contracted provider for CalOptima. As a member, Mercy House provides CalAIM services including Housing Deposits, Housing Navigation, Housing Tenancy & Sustainability, and Day Habilitation.

Attached you will find the service contract. The term of our contract is 5 years (page 23, 7.1) and our scope of work is included as Attachment A.

If you have any questions please reach out at:  
[info@housingforhealthoc.org](mailto:info@housingforhealthoc.org) or call us at 949 401 9591.

With Gratitude,

**Heather Stratman**  
**HHOC Chief Administrative Officer**

## ANCILLARY SERVICES CONTRACT

This Ancillary Services Contract (the “Contract”) is entered into by and between Orange County Health Authority, a Public Agency, dba CalOptima (“CalOptima”), and **Housing For Health Orange County, Inc.** (“Provider”), with respect to the following:

### RECITALS

1. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008, as a result of the efforts of the Orange County health care community.
2. CalOptima has entered into a contract (“DHCS Contract”) with the State of California (“State”), Department of Health Care Services (“DHCS”), pursuant to which it is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (referred to herein as the “Medi-Cal Program”).
3. DHCS is adding Enhanced Care Management (“ECM”) services to the Medi-Cal benefit set, effective January 1, 2022, and transitioning the Whole Person Care (“WPC”) and the Health Homes Program (“HHP”) to ECM.
4. CalOptima has entered into a contract with the U.S. Department of Health and Human Services (“HHS”), Centers for Medicare and Medicaid Services (“CMS”), to operate a Medicare Advantage (“MA”) plan pursuant to Title II of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (Pub. L. 108-73) (“MMA”), and to offer Medicare-covered items and services to eligible individuals (referred to herein as the “OneCare Program”). CalOptima, as a dual-eligible Special Needs Plan (dual SNP), may only enroll those dual eligible individuals who meet all applicable Medicare Advantage eligibility requirements, and who are eligible to be enrolled in CalOptima’s Medi-Cal Managed Care plan, as described in the contract between CalOptima and DHCS.
5. CalOptima has entered into a participation contract with the State of California, acting by and through DHCS, and HHS, acting by and through CMS, to furnish health care services to Medicare/Medi-Cal enrollees who are enrolled in CalOptima’s Cal MediConnect program.
6. Provider is a provider of the items and services described in this Contract and has all certifications, licenses and permits necessary to furnish such items and services.
7. CalOptima desires to engage Provider to furnish, and Provider desires to furnish, certain items and services to CalOptima Members as described herein. CalOptima and Provider desire to enter into this Contract on the terms and conditions set forth herein below.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

The following definitions, and any additional definitions set forth in Attachments and Schedules attached hereto, apply to the terms set forth in this Contract:

- 1.1. “Cal MediConnect” means a program to furnish health care services to Medicare/Medi-Cal members who are enrolled in CalOptima's Cal MediConnect Program. Cal MediConnect is also referred to as OneCare Connect.
- 1.2. “California Children’s Services (CCS)” means those services authorized by the CCS Services Program for the diagnosis and treatment of the CCS Services Eligible Conditions of a specific Member.
- 1.3. “California Children’s Services (CCS) Eligible Condition(s)”, means a physically handicapping condition, as defined in Title 22 C.C.R. Sections 41515.2 through 41518.9.
- 1.4. “CalOptima Community Network” or “CCN” means CalOptima’s direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. CCN Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.5. “CalOptima Direct” or “COD” means a program CalOptima administers for CalOptima beneficiaries not enrolled in a Health Network. COD consists of two components:
  - 1.5.1. CalOptima Direct Members who are assigned to CalOptima Community Network (CCN) in accordance with CalOptima Policy. Members are assigned to Primary Care Physicians (PCP) as their medical home, and their care is coordinated through their PCP in CCN.
  - 1.5.2. “CalOptima Direct-Administrative” or “COD-Administrative” provides services to Members who reside outside of CalOptima’s service area, are transitioning into a Health Network, have a Medi-Cal Share of Cost, or are eligible for both Medicare and Medi-Cal. These Members are free to select any registered Practitioner for Physician services.
- 1.6. “CalOptima Policies” means CalOptima policies and procedures relevant to this Contract, as amended from time to time at the sole discretion of CalOptima.
- 1.7. “CalOptima Programs” means the Medi-Cal, OneCare, Program of All-Inclusive Care for the Elderly (PACE) and Cal MediConnect (OneCare Connect) programs administered by CalOptima. Provider participates in the specific CalOptima Program(s) identified on Attachment A.
- 1.8. “CalOptima's Regulators” means those government agencies that regulate and oversee CalOptima's and its first tier downstream and/or related entity’s (“FDR’s”) activities and obligations under this Contract including, without limitation, the Department of Health and Human Services Inspector General, the Centers for Medicare and Medicaid Services, the California Department of Health Care Services, and the California Department of Managed Health Care, the Comptroller General and other government agencies that have authority to set standards and oversee the performance of the parties to this Contract.
- 1.9. “CCS-Paneled Providers(s)” means any of the following providers when used to treat Members for a CCS condition:
  - (a) A medical provider that is paneled by the CCS Program, pursuant to Health and Safety Code, Article 5 (commencing with Section 123800 of Chapter 3 of Part 2 of Division 106).
  - (b) A licensed acute care hospital approved by the CCS Program.

- (c) A special care center approved by the CCS Program.
- 1.10. “CCS Program” means the State of California public health program that assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible children under the age of 21 years who have CCS Eligible Conditions.
- 1.11. “Claim” means a request for payment submitted by Provider in accordance with this Contract and CalOptima Policies.
- 1.12. “Clean Claim” means a Claim that has no defects or improprieties, contains all required supporting documentation, passes all system edits, and does not require any additional reviews by medical staff to determine appropriateness of services provided as defined in the CalOptima Program(s).
- 1.13. “Community Supports” means “in-lieu of services”, as set forth in 42 CFR § 438.3(e)(2), that are offered in place of services or settings covered under the California Medicaid State Plan (“State Plan”) and are medically appropriate, cost-effective alternatives to the State Plan Covered Services. Community Supports are optional for both CalOptima and the Member, must be approved by the DHCS, and are authorized and identified in CalOptima’s Medi-Cal Contract with DHCS. Effective no sooner than January 1, 2022, CalOptima shall offer the following fourteen (14) selected DHCS-approved Community Supports, as further defined in CalOptima Policy GG.1355: Community Supports: (i) Housing Transition Navigation Services; (ii) Housing Deposits; (iii) Housing Tenancy and Sustaining Services; (iv) Recuperative Care (Medical Respite); (v) Day Habilitation Programs; (vi) Medically Tailored Meals; (vii) Personal Care and Homemaker Services; (viii) Short-Term Post-Hospitalization Housing Services; (ix) Sobering Centers; (x) Respite Services; (xi) Nursing Facility Transition/Diversion to Assisted Living Facilities Services; (xii) Community Transition /Nursing Facility Transition to a Home Services; (xiii) Environmental Accessibility Adaptations; and (xiv) Asthma Remediation Services.
- 1.14. For purposes of this Contract, the Community Supports that Provider shall offer to Members are the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.15. “Community Supports Provider” means the Provider when providing DHCS-approved Community Supports to Members pursuant to this Contract. Provider shall have the experience and/or training in providing the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.16. “Community Network” means CalOptima’s direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. Community Network Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.17. “Compliance Program” means the program (including, without limitation, the compliance manual, code of conduct and CalOptima Policies) developed and adopted by CalOptima to promote, monitor and ensure that CalOptima’s operations and practices and the practices of the members of its Board of Directors, employees, contractors and providers comply with applicable law and ethical standards. The Compliance Program includes CalOptima’s Fraud, Waste and Abuse (“FWA”) plan.
- 1.18. “Coordination of Benefits” or “COB” refers to the determination of order of financial responsibility which applies when two or more health benefit plans provide coverage of items and services for an individual.

- 1.19. “Covered Services” means those services provided under the Fee-for-Service Medi-Cal program, as set forth in Article 4, Chapter 3 (beginning with Section 51301), Subdivision 1, Division 3, Title 22, CCR, and Article 4 (beginning with Section 6840), Subchapter 13, Chapter 4, Division 1 of Title 17, CCR, which (i) are included as Covered Services under the DHCS Contract; and (ii) are Medically Necessary, as described in Attachment A (which may be revised from time to time at the discretion of CalOptima), along with chiropractic services (as defined in Section 51308 of Title 22, CCR), podiatry services (as defined in Section 51310 of Title 22, CCR), speech pathology services and audiology services (as defined in Section 51309 of Title 22, CCR) and effective July 1, 2019, or such later date as the CalOptima Whole Child Model Program becomes effective, Covered Services shall also include CCS Services (as defined in Subdivision 7 of Division 2 of Title 22 of the California Code of Regulations), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program.
- 1.20. “ECM Provider” means CalOptima Direct or Health Network, as applicable, when providing ECM services to their assigned ECM Members under CalOptima’s Medi-Cal Program.
- 1.21. “Effective Date” means the effective date of commencement of the Contract as provided in Article 10.
- 1.22. "Encounter Data" means the record of a Member receiving any items(s) or service(s) provided through Medicaid or Medicare under a prepaid, capitated or any other risk basis payment methodology submitted to CMS. The encounter data record shall incorporate HIPAA security, privacy, and transaction standards and be submitted in ASCX12N 837 or any successor format required by CalOptima's Regulators."
- 1.23. “Enhanced Care Management” or “ECM” means a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, high-touch, and person-centered. ECM is a Medi-Cal benefit.
- 1.24. “Government Agencies” means Federal and State agencies that are parties to the Government Contracts including, HHS/CMS, DHCS, DMHC and their respective agents and contractors, including quality improvement organizations (QIOs).
- 1.25. “Government Contract(s)” means the written contract(s) between CalOptima and the Federal and/or State government pursuant to which CalOptima administers and pays for covered items and services under a CalOptima Program.
- 1.26. “Government Guidance” means Federal and State operational and other instructions related to the coverage, payment and/or administration of CalOptima Program(s).
- 1.27. “Health Network” means a physician group, physician-hospital consortium or health care service plan, such as an HMO, which is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.28. “Licenses” means all licenses and permits that Provider is required to have in order to participate in the CalOptima Programs and/or furnish the items and/or services described under this Contract.



- 1.29. “Medi-Cal” is the name of the Medicaid program for the State of California (*i.e.*, the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.30. “Medically Necessary” or “Medical Necessity” means reasonable and necessary services to protect life, to prevent illness or disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness or injury, achieve age appropriate growth and development, and attain, maintain, or regain functional capacity per Title 22, CCR Section 51303 (a) and 42 CFR 438.210 (a)(5). When determining the Medical Necessity for a Medi-Cal beneficiary under the age of 21, "Medical Necessity" is expanded to include the standards set forth in 42 USC Section 1396d(r), and W & I Code Section 14132(v).
- 1.31. “Medicare” means the Federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.32. “Medicare Secondary Payer” or “MSP” means the Medicare coordination of benefits requirements as incorporated in MA regulations.
- 1.33. “Member” means any person who has been determined to be eligible to receive benefits from, and is enrolled in, one or more CalOptima Program. Member may also be referred to as Enrollee or Participant depending on the CalOptima Program.
- 1.34. “Memorandum/Memoranda of Understanding” or “MOU” means an agreement(s) between CalOptima and an external agency(ies), which delineates responsibilities for coordinating care to CalOptima Members.
- 1.35. “Participating Provider” means an institutional, professional or other Provider of health care services who has entered into a written agreement with CalOptima to provide Covered Services to Members.
- 1.36. “Participation Status” means whether or not a person or entity is or has been suspended, precluded, or excluded from participation in Federal and/or State health care programs and/or has a felony conviction (if applicable) as specified in CalOptima's Compliance Program and CalOptima Policies.
- 1.37. “Preclusion List” means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for Medicare Advantage (MA) items and services or Part D drugs furnished or prescribed to Medicare beneficiaries.
- 1.38. “Subcontract” means a contract entered into by Provider with a party that agrees to furnish items and/or services to CalOptima Members, or administrative functions or services related to Provider fulfilling its obligation to CalOptima under the terms of this Contract if, and to the extent, permitted under this Contract.
- 1.39. “Subcontractor” means a person or entity who has entered into a Subcontract with Provider for the purposes of filling Provider’s obligations to CalOptima under the terms of this Contract. Subcontractors may also be referred to as Downstream Entities.
- 1.40. “Whole Child Model Program” or “WCM” means CalOptima’s WCM program whereby CCS will be a Medi-Cal managed care plan benefit with the goal being to improve health care coordination for the whole child, rather than handle CCS Eligible Conditions separately.

**ARTICLE 2**  
**FUNCTIONS AND DUTIES OF PROVIDER**

- 2.1 Provision of Covered Services.
- 2.1.1 Provider shall furnish Covered Services identified in Attachment A to eligible Members in the applicable CalOptima Programs. Provider shall furnish such items and services in a manner satisfactory to CalOptima.
- 2.1.2 Throughout the term of this Contract, and subject to the conditions of the Contract, Provider shall maintain the quantity and quality of its services and personnel in accordance with the requirements of this Contract, to meet Provider's obligation to provide Covered Services hereunder.
- 2.1.3 In accordance with Section 2.22 of this Contract, Provider and its Subcontractors shall furnish Covered Services to Members under this Contract in the same manner as those services are provided to other patients.
- 2.2 Licensure. Provider represents and warrants that it has, and shall maintain during the term of this Contract, valid and active Licenses applicable to the Covered Services and for the State in which the Covered Services are rendered.
- 2.3 Regulatory Approvals. Provider represents and warrants that it has, and shall maintain during the term of this Contract, applicable Medi-Cal and Medicare provider and/or supplier numbers.
- 2.4 Good Standing. Provider represents it is in good standing with State licensing boards applicable to its business, DHCS, CMS and the DHHS Officer of Inspector General ("OIG"). Provider agrees to furnish CalOptima with any and all correspondence with, and notices from, these agencies of investigations and/or the issuance of criminal, civil and/or administrative sanctions (threatened or imposed) related to licensure, fraud and or abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or participation status.
- 2.5 Geographic Coverage Area. Provider shall serve Members in all areas of Orange County, California.
- 2.6 Eligibility Verification. Provider shall verify a Member's eligibility for the applicable CalOptima Program benefits upon receiving request for Covered Services. For Members in the Medi-Cal Program with share of cost (SOC) obligations, Provider shall collect SOC in accordance with CalOptima Policies.
- 2.7 Notices and Citations. Provider shall notify CalOptima in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates Provider that contains a citation, sanction and/or disapproval of Provider's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- 2.8 Professional Standards. All Provider Services provided or arranged for under this Contract shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Contract; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of CalOptima's UM and QMI Programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Contract.

- 2.9 Marketing Requirements. Provider shall comply with CalOptima’s marketing guidelines relevant to the pertinent CalOptima Program(s) and applicable laws and regulations.
- 2.10 Disclosure of Provider Ownership. Provider shall provide CalOptima with the following information, as applicable: (a) names of all officers of Provider’s governing board; (b) names of all owners of Provider; (c) names of stockholders owning more than five percent (5%) of the stock issued by Provider; and (d) names of major creditors holding more than five percent (5%) of the debt of Provider. Provider shall complete any disclosure forms required under the CalOptima Programs as requested by CalOptima. Provider shall notify CalOptima immediately of any changes to the information included by Provider in the disclosure forms submitted to CalOptima.
- 2.11 Not applicable to this Contract.
- 2.12 Provider Agreement to Extend Terms and Rates. Provider agrees to extend to Health Networks the same terms contained in this Contract regarding Provider performance, duties and obligations, and rates for Covered Services provided to CalOptima Members enrolled in Health Networks. Provider agrees to contract with a Health Network(s) upon the request of a Health Network(s).
- 2.13 CalOptima QMI Program. Provider acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings including services furnished by Provider. Provider agrees, when reasonable and within capability of Provider, that it is subject to the requirements of CalOptima’s QMI Program and that it shall participate in QMI Program activities as required by CalOptima. Such activities may include, but are not limited to, the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima’s regulators) that support CalOptima’s efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. Provider shall participate in CalOptima’s QMI Program development and implementation for the purpose of collecting and studying data reflecting clinical status and quality of life outcomes for CalOptima Members. Provider shall cooperate with CalOptima and Government Agencies in any complaint, appeal or other review of Provider Services (e.g., medical necessity) and shall accept as final all decisions regarding disputes over Provider Services by CalOptima or such Government Agencies, as applicable, and as required under the applicable CalOptima Program. Provider shall also allow CalOptima to use performance data for quality and reporting purposes including, but not limited to, quality improvement activities and public reporting to consumers, and performance data reporting to regulators as identified in CalOptima Policies.
- Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities and public reporting to consumers, as identified in CalOptima policy GG.1638.
- 2.14 Utilization & Resource Management Program. Provider acknowledges and agrees that CalOptima has implemented and maintains a Utilization & Resource Management Program (“UM Program”) that addresses evaluations of medical necessity and processes to review and approve the provision of items and services, including Covered Services, to Members. Provider shall comply with the requirements of the UM Program including, without limitation, those criteria applicable to the Covered Services as described in this Contract.

- 2.15 CalOptima Oversight. Provider understands and agrees that CalOptima is responsible for the monitoring and oversight of all duties of Provider under this Contract, and that CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing Provider's duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee Provider's performance of duties described in this Contract; (iii) require Provider to take corrective action if CalOptima or a Government Agency determines that corrective action is needed with regard to any duty under this Contract; and/or (iv) revoke the delegation of any duty, if Provider fails to meet CalOptima standards in the performance of that duty. Provider shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with the laws, accreditation agency standards, and/or CalOptima Policies governing the duties of Provider or the oversight of those duties.
- 2.16 Transfer of Care. Upon request by a CalOptima Member, Provider shall assist the CalOptima Member in the orderly transfer of such CalOptima Member's medical care. In doing so, Provider shall make available to the new provider of care for the Member, copies of the medical records, patient files, and other pertinent information, including information maintained by any Subcontractor, necessary for efficient medical case management of Member. In no circumstance shall a CalOptima Member be billed for this service.
- 2.17 Linguistic and Cultural Sensitivity Services. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. CalOptima will provide cultural competency, sensitivity, and diversity training. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall in its policies, administration, and services practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, foster in staff attitudes and interpersonal communication styles that respect Members' cultural backgrounds. Provider shall fully cooperate with CalOptima in the provision of cultural and linguistic services provided by CalOptima for Members receiving services from Provider. Provider shall provide translation of written materials in the threshold languages identified by CalOptima at no higher than the sixth (6<sup>th</sup>) grade reading level.
- 2.18 Provision of Interpreters. Provider shall ensure that CalOptima Members are provided with linguistic interpreter services and interpreter services for Members who are deaf and hard of hearing as necessary to ensure effective communication regarding treatment, diagnosis, and medical history or health education pursuant to the requirements in this Contract, CalOptima Policies and Attachment B to this Contract.

Interpreters shall be used where needed and when technical, medical, or treatment information is to be discussed. Provider shall not require a Member to use friends or family as interpreters. However, a family member may be used when the use of the family member or friend: (a) is requested by a Member; (b) will not compromise the effectiveness of service; (c) will not violate a Member's confidentiality; and (d) Member is advised that an interpreter is available at no cost to the Member.

- 2.19 CalOptima's Compliance Program and Other Guidance. Provider and its employees, board members, owners, Participating Providers and/or Subcontractors furnishing medical and/or administrative services under this Contract ("Provider's Agents") shall comply with the

requirements of CalOptima's Compliance Program, including CalOptima Policies, as may be amended from time to time. CalOptima shall make its Compliance Plan and Code of Conduct available to Provider and Provider shall make them available to Provider's Agents. Provider agrees to comply with, and be bound by, any and all MOUs.

- 2.20 Equal Opportunity. Provider and its Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Provider and its Subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Provider and its Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state Provider and its Subcontractors' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Provider and its Subcontractors will, in all solicitations or advancements for employees placed by or on behalf of Provider and its Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

Provider and its Subcontractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of Provider and its Subcontractors' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Provider and its Subcontractors will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Provider and its Subcontractors will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the

rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Provider and its Subcontractors' noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Contract may be cancelled, terminated, or suspended in whole or in part, and Provider and its Subcontractors may be declared ineligible for further federal and state contracts, in accordance with procedures authorized in Federal Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Provider and its Subcontractors will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each Subcontractor or vendor. Provider and its Subcontractors will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Provider and its Subcontractors become involved in, or are threatened with litigation by a Subcontractor or vendor as a result of such direction by DHCS, Provider and its Subcontractors may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 2.21 Compliance with Applicable Laws. Provider shall observe and comply with all Federal and State laws and regulations, and requirements established in Federal and/or State programs in effect when the Contract is signed or which may come into effect during the term of the Contract, which in any manner affects the Provider's performance under this Contract. Provider understands and agrees that payments made by CalOptima are, in whole or in part, derived from Federal funds, and therefore Provider and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving Federal funds. Provider agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and to require any Subcontractor to comply accordingly. Provider agrees to include the requirements of this section in its contracts with any Subcontractor.
- 2.22 No Discrimination/Harassment (Employees). During the performance of this Contract, Provider and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, physical disability (including Human Immunodeficiency Virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS)), mental disability, medical condition, marital status, age

(over 40), gender or the use of family and medical care leave and pregnancy disability leave. Provider and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder, (Title 2, CCR, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 2.23 No Discrimination (Member). Neither Provider nor its Subcontractors shall discriminate against Members because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act; and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.

For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute prohibited discrimination: (a) denying any Member any Covered Services or availability of a Provider, (b) providing to a Member any Covered Service which is different or is provided in a different name or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated, (c) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service, (d) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, (e) treating a Member differently than others similarly situated in determining compliance with admission, enrollment, quota, eligibility, or other requirements or conditions that individuals must meet in order to be provided any Covered Service, or in assigning the times or places for the provision of such services. Provider and its Subcontractors agree to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-CalOptima patients. Provider and its Subcontractors shall take affirmative action to ensure that all Members are provided Covered Services without discrimination, except where medically necessary. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but not be limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia. Provider and its Subcontractors shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Policies.

- 2.24 Reporting Obligations. In addition to any other reporting obligations under this Contract, Provider shall submit such reports and data relating to services covered under this Contract as are required by CalOptima, including, without limitations, to comply with the requests from Government Agencies to CalOptima. CalOptima shall reimburse Provider for reasonable costs for producing and delivering such reports and data.
- 2.25 Subcontract Requirements. If permitted by the terms of this Contract, Provider may subcontract for certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of Provider under this Contract. Provider must ensure that all Subcontracts are in writing and include any and all provisions required by this Contract or applicable Government Programs to be incorporated into Subcontracts. Provider shall make all Subcontracts available to CalOptima or its regulators upon request. Provider is required to inform CalOptima of the name and business addresses of all Subcontractors. Additionally, Provider shall require that all Subcontracts relating to the provision of Covered Services include, without limitation, the following provisions:
- 2.25.1 An agreement to make all books and records relative to the provision of and reimbursement for Covered Services furnished by Subcontractor to Provider available at all reasonable times for inspection, examination or copying by CalOptima or duly authorized representatives of the Government Agencies in accordance with Government Contract requirements.
- 2.25.2 An agreement to maintain such books and records (a) in accordance with the general standards applicable to such books and records and any record requirements in this Contract and CalOptima Policies; (b) at the Subcontractor's place of business or at such other mutually agreeable location in California.
- 2.25.3 An agreement for the establishment and maintenance of and access to records as set forth in this Contract.
- 2.25.4 An agreement requiring Subcontractors to provide Covered Services to CalOptima Members in the same manner as those services are provided to other patients.
- 2.25.5 An agreement to comply with all provisions of this Contract and applicable law with respect to providing and paying for Emergency Services.
- 2.25.6 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractors' professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
- 2.25.7 An agreement to comply with CalOptima's Compliance Program.
- 2.25.8 An agreement to comply with Member financial and hold harmless protections as set forth in this Contract.
- 2.26 Fraud and Abuse Reporting. Provider shall report to CalOptima all cases of suspected fraud and/or abuse, as defined in 42 Code of Federal Regulations, Section 455.2, relating to the rendering of Covered Services by Provider, whether by Provider, Provider's employees, Subcontractors, and/or Members within five (5) working days of the date when Provider first becomes aware of or is on notice of such activity.



- 2.27 Participation Status. Provider shall have Policies and Procedures to verify the Participation Status of Provider's Agents. In addition, Provider attests and agrees as follows:
- 2.27.1 Provider and Provider's Agents shall meet CalOptima's Participation Status requirements during the term of this Contract.
  - 2.27.2 Provider shall immediately disclose to CalOptima, including, but not limited to, any pending investigation involving, or any determination of, suspension, exclusion or debarment of Provider or Provider's Agents occurring and/or discovered during the term of this Contract.
  - 2.27.3 Provider shall take immediate action to remove any employee of Provider that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members which may include but is not limited to adverse decisions and licensure issues.
  - 2.27.4 Provider shall include the obligations of this Section in its Subcontracts.
  - 2.27.5 CalOptima shall not make payment for a healthcare item or service furnished by an individual or entity that does not meet Participation Status requirements or is included on the Preclusion List. Provider shall provide written notice to the Member who received the services and the excluded provider or provider listed on the Preclusion List that payment will not be made, in accordance with CMS requirements.
- 2.28 Credentialing and Recredentialing. Prior to providing any Covered Services under, and throughout the duration of, this Contract, Provider, and all Subcontractors, shall be credentialed and periodically recredentialed by CalOptima in the manner and to the extent required by CalOptima Policy.
- 2.29 Physical Access for Members. Provider's and its Subcontractor's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled, which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.
- 2.30 Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Contract, Provider certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

Provider further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.

- 2.31 CLIA Laboratories. Provider shall only use laboratories with a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver shall provide only the types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- 2.32 Member Rights. Provider shall ensure that each Member's rights, as set forth in state and federal law and CalOptima Policy, are fully respected and observed.
- 2.33 Electronic Transactions. Provider shall use best efforts to participate in the exchange of electronic transactions with CalOptima, including but not limited to electronic claims submission (EDI), verification of eligibility and enrollment through electronic means and submission of electronic prior authorization transactions in accordance with CalOptima Policy and Procedure.
- 2.34 Advanced Directives. Provider shall maintain written Policies and Procedures related to Advanced Directives in compliance with State and Federal laws and regulations. Provider shall document patient records with respect to the existence of an Advanced Directive in accordance with applicable law. Provider shall not discriminate against any Member on the basis of that Member's Advanced Directive status. Nothing in this Contract shall be interpreted to require a Member to execute an Advance Directive or agree to orders regarding the provision of life-sustaining treatment as a condition of receipt of services.
- 2.35 Not applicable to this Contract.
- 2.36 Not applicable to this Contract.
- 2.37 Whole Child Model Program Compliance. If Provider is a CCS-authorized provider, then in the provision of CCS Services to CalOptima Members, the Provider shall follow CCS Program guidelines, including CCS Program regulations, and where CCS clinical guidelines do not exist, Provider will use evidence-based guidelines or treatment protocols that are medically appropriate to the Member's CCS Eligible Condition.
- 2.38 CCS Provider Compliance.
- 2.38.1 Only CCS-Paneled Providers may treat a Member's CCS Eligible Condition.
- 2.38.2 If Provider is a CCS-Paneled Provider, Provider agrees to provide services for the Whole Child Model Program in accordance with this Contract and CalOptima Policies.
- 2.38.2.1 Effective when the CalOptima Whole Child Model Program becomes effective, Provider shall provide all Medically Necessary services previously covered by the CCS Program as Covered Services under this Contract for Members who are eligible for the CCS Program, and for Members who are determined medically eligible for CCS by the local CCS Program.
- 2.38.2.2 To ensure consistency in the provision of CCS Covered Services, Provider shall use all current and applicable CCS Program guidelines, including CCS Program regulations. When applicable CCS clinical guidelines do not exist, Provider shall

use evidence-based guidelines or treatment protocols that are medically appropriate given the Members' CCS Eligible Condition.

- 2.39 Provider Terminations. In the event that a Participating Provider is terminated or leaves Provider, Provider shall ensure that there is no disruption in services provided to Members who are receiving treatment for a chronic or ongoing medical condition or LTSS, Provider shall ensure that there is no disruption in services provided to the CalOptima Member.
- 2.40 Government Claims Act. Provider shall ensure that Provider and its agents and Subcontractors comply with the applicable provisions of the Government Claims Act (California Government Code section 900 et seq.), including, but not limited to Government Code sections 910 and 915, for any disputes arising under this Contract, and in accordance with CalOptima Policy AA.1217.
- 2.41 Certification of Document and Data Submissions. All data, information, and documentation provided by Provider to CalOptima pursuant to this Contract and/or CalOptima Policies, which are specified in 42 CFR 438.604 and/or as otherwise required by CalOptima and/or CalOptima's Regulators, shall be accompanied by a certification statement on the Provider's letterhead sign by the Provider's Chief Executive Officer or Chief Financial Officer (or an individual who reports directly to and has delegated authority to sign for such Officer) attesting that based on the best information, knowledge, and belief, the data, documentation, and information is accurate, complete, and truthful.
- 2.42 Community Supports.

2.42.1 Community Supports Provider Requirements.

2.42.1.1 If a State-level enrollment pathway exists for the Community Supports Provider, the Community Supports Provider shall enroll in the Medi-Cal program pursuant to relevant APLs, including APL 19-004: Provider Credentialing/Recredentialing and Screening/Enrollment. If APL 19-004 does not apply to the Community Supports Provider, the Community Supports Provider will comply with CalOptima's process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

2.42.1.2 The Community Supports Provider shall have the required experience and/or training in the provision of the Community Supports being offered.

2.42.1.3 The Community Supports Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by CalOptima, in its sole discretion.

2.42.1.4 Subject to all applicable requirements set forth in this Contract (including but not limited to, subcontracting requirements) and CalOptima's prior written approval, if the Community Supports Provider subcontracts with other entities to administer its Community Supports obligations under this Contract, the Community Supports Provider shall ensure the agreements with each Subcontractor bind that Subcontractor to applicable terms and conditions set forth in this Section 2.42 and Attachment A of this Contract and CalOptima

Policies. Notwithstanding any subcontracting arrangements, Community Supports Provider shall remain responsible and accountable for any subcontracted Community Supports functions.

2.42.2 Delivery of Community Supports. Community Supports Provider shall deliver contracted Community Supports in accordance with the DHCS service definitions and requirements, CalOptima Policies, including but not limited to, CalOptima Policy GG.1355: Community Supports, and this Contract.

2.42.2.1 Community Supports Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is required to provide under this Contract.

2.42.2.2 Community Supports Provider shall:

- a. Accept and act upon Member referrals from CalOptima or Health Network for authorized Community Supports, unless the Community Supports Provider is at pre-determined capacity;
- b. Conduct outreach to the referred Member for authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within twenty four (24) hours of assignment, if applicable;
- c. Be responsive to incoming calls or other outreach from Members, including by maintaining a phone line that is staffed or able to record voicemail twenty four (24) hours a day, seven (7) days a week;
- d. Coordinate with other providers in the Member's care team, including ECM Providers, other Community Supports providers, CalOptima, and Health Networks;
- e. Comply with cultural competency and linguistic requirements required by this Contract, CalOptima Policies, and federal, State and local laws;
- f. Comply with non-discrimination requirements set forth in this Contract and State and federal laws.

2.42.3 When federal law requires authorization for data sharing, Community Supports Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information ("PHI"), and shall confirm it has obtained such authorization to CalOptima. Member authorization for Community Supports-related data sharing is not required for the Community Supports Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Community Supports Provider will be reimbursed only for Community Supports services that are authorized by CalOptima or Health Network. In the event of a Member requesting Community Supports services that are not yet authorized by CalOptima or a Health Network, Community Supports Provider shall send prior authorization request(s) to

CalOptima for a CalOptima Direct Member or the Member's assigned Health Network, as applicable.

- 2.42.4 If a Community Supports is discontinued for any reason, Community Supports Provider shall support transition planning for the Member into other programs or services that meet their needs.
- 2.42.5 Community Supports Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to CalOptima or Health Network for authorization.
- 2.42.6 Payment of Community Supports. Community Supports Provider shall record, generate, and send a claim or invoice to CalOptima for Community Supports rendered. If Community Supports Provider submits claims, Community Supports Provider shall submit claims to CalOptima using specifications based Medi-Cal national standards and code sets defined by DHCS.
  - 2.42.6.1 In the event Community Supports Provider is unable to submit claims to CalOptima for Community Supports-related services using specifications based on national standards or DHCS-defined standard specifications and code sets, Community Supports Provider shall submit invoices with minimum necessary data elements defined by DHCS, which includes (i) information about the Member, (ii) the Community Supports services rendered, and (iii) Community Supports Providers' information to support appropriate reimbursement by CalOptima, that will allow CalOptima to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS.
  - 2.42.6.2 Community Supports Provider shall not receive payment from CalOptima for the provision of any Community Supports services not authorized by CalOptima or Health Network.
  - 2.42.6.3 CalOptima will provide expedited payments for urgent Community Supports (e.g., Recuperative Care services for a Member who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment), pursuant to its contract with DHCS and any other related DHCS guidance.
- 2.42.7 Community Supports Provider must have a system in place to accept payment from CalOptima for Community Supports rendered. CalOptima shall pay ninety percent (90%) of all clean claims and invoices within thirty (30) days of receipt and ninety nine percent (99%) of clean claims and invoices within ninety (90) days of receipt.
- 2.42.8 Data Sharing to Support Community Supports. As part of the referral process, CalOptima will ensure Community Supports Provider has access to:
  - 2.42.8.1 Demographic and administrative information confirming the referred Member's eligibility for the requested service;

- 2.42.8.2 Appropriate administrative, clinical, and social service information the Community Supports Provider might need in order to effectively provide the requested service; and
- 2.42.8.3 Billing information necessary to support the Community Supports Provider's ability to submit invoices to CalOptima.
- 2.42.8.4 Quality and Oversight. Community Supports Provider acknowledges that CalOptima will conduct oversight of its delivery of Community Supports to ensure the quality of services rendered and ongoing compliance with all legal and contractual obligations both CalOptima and the Community Supports Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

**ARTICLE 3  
FUNCTIONS AND DUTIES OF CALOPTIMA**

- 3.1 Payment. CalOptima shall pay Provider for Covered Services provided to CalOptima Members. Provider agrees to accept the compensation set forth in Attachment C as payment in full from CalOptima for such Covered Services. Upon submission of a Clean Claim, CalOptima shall pay Provider pursuant to CalOptima Policies and Attachment C. Notwithstanding the foregoing, Provider may also collect other amounts (e.g., copayments, deductibles, OHC and/or third party liability payments) where expressly authorized to do so under the CalOptima Program(s) and applicable law. Provider agrees that Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts and that the provider will (A) accept the plan payment as payment in full, or (B) bill the appropriate State source as required at 42 CFR §422.504(g)(1)(iii).
- 3.2 Service Authorization. CalOptima shall provide a written authorization process for Covered Services pursuant to CalOptima Policies.
- 3.3 Limitations of CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's obligation to pay Provider any amounts shall be subject to CalOptima's receipt of the funding from the Federal and/or State governments.

**ARTICLE 4  
PAYMENT PROCEDURES**

- 4.1 Billing and Claims Submission. Provider shall submit Claims for Covered Services in accordance with CalOptima Policies applicable to the Claims submission process.
- 4.2 Prompt Payment. CalOptima shall make payments to Provider in the time and manner set forth in CalOptima Policies related to the CalOptima Programs and/or this Contract. Additional procedures related to claims processing and payment are set forth in the attached CalOptima Program Addenda.
- 4.3 Claim Completion and Accuracy. Provider shall be responsible for the completion and accuracy of all Claims submitted whether on paper forms or electronically including claims submitted for the Provider by other parties. Use of a billing agent does not abrogate Provider's responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. Provider acknowledges that Provider remains responsible for all Claims

and that anyone who misrepresents, falsifies, or causes to be misrepresented or falsified, any records or other information relating to that Claim may be subject to legal action.

- 4.4 Claims Deficiencies. Any Claim that fails to meet CalOptima requirements for claims processing shall be denied and Provider notified of denial pursuant to CalOptima Policies and applicable Federal and/or State laws and regulations.
- 4.5 COB. Provider shall coordinate benefits with other programs or entitlements recognizing where OHC is primary coverage in accordance with CalOptima Program requirements. Provider acknowledges that Medi-Cal is the payor of last resort.
- 4.6 (This section left intentionally blank)
- 4.7 Member Financial Protections. Provider and its Subcontractors shall comply with Member financial protections as follows:
- 4.7.1 Provider agrees to indemnify and hold Members harmless from all efforts to seek compensation and any claims for compensation from Members for Covered Services under this Contract. In no event shall a Member be liable to Provider for any amounts which are owed by, or are the obligation of, CalOptima.
- 4.7.2 In no event, including, but not limited to, non-payment by CalOptima, CalOptima's or Provider's insolvency, or breach of this contract by CalOptima, shall Provider, or any of its Subcontractors, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, Provider may collect SOC, co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.
- 4.7.3 This provision does not prohibit Provider or its Subcontractors from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member's medical record prior to rendering such services.
- 4.7.4 Upon receiving notice of Provider invoicing or balance billing a Member for the difference between the Provider's billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction the Provider or take other action as provided in this Contract.
- 4.7.5 This section shall survive the termination of this Contract for Covered Services furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between the Provider and its Subcontractors. Language to ensure the foregoing shall be included in all of Provider's Subcontracts related to provision of Covered Services to CalOptima Members.
- 4.8 Overpayments and CalOptima Right to Recover. Provider has an obligation to report any overpayment identified by Provider, and to repay such overpayment to CalOptima within sixty (60) days of such identification by Provider, or of receipt of notice of an overpayment identified

by CalOptima. Provider acknowledges and agrees that, in the event that CalOptima determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to Provider, CalOptima shall have the right to recover such amounts from Provider by recoupment or offset from current or future amounts due from CalOptima to Provider, after giving Provider notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from Provider to CalOptima, including, but not limited to, amounts due because of:

- 4.8.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this contract.
- 4.8.2 Payments made for services provided to a Member that is subsequently determined to have not be eligible on the date of service.
- 4.8.3 Unpaid Conlan reimbursements owed by provider to a Member.
- 4.8.4 Payments made for services provided by a Provider that has entered into a private contract with a Medicare beneficiary for Covered Services.

## **ARTICLE 5 INSURANCE AND INDEMNIFICATION**

- 5.1 Indemnification. Each party to this Contract agrees to defend, indemnify and hold each other and the State harmless, with respect to any and all Claims, costs, damages and expenses, including reasonable attorney’s fees, which are related to or arise out of the negligent or willful performance or non-performance by the indemnifying party, of any functions, duties or obligations of such party under this Contract. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 5.2 Provider Professional Liability. Provider, at its sole cost and expense, shall ensure that it and Subcontractors providing professional services under this Contract shall maintain professional liability insurance coverage with minimum per incident and annual aggregate amounts which are at least equal to the community minimum amounts in Orange County, California, for the specialty or type of service which Provider provides, with a minimum of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.3 Provider Commercial General Liability (“CGL”)/Automobile Liability. Provider at its sole cost and expense shall maintain such policies of commercial general liability and automobile liability insurance and other insurance as shall be necessary to insure it and its business addresses, customers (including Members), employees, agents, and representatives against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, b) the use of any property of the Provider, and c) activities performed in connection with the Contract, with minimum coverage of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.4 Workers Compensation Insurance. Provider at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and



employers liability insurance with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 aggregate per year.

5.5 Insurer Ratings. All above insurance shall be provided by an insurer:

5.5.1 rated by Best's with a rating of B or better; and

5.5.2 "admitted" to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code 12180.7.

5.6 Captive Risk Retention Group/Self Insured. Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima, but only after CalOptima reviews the Captive Risk Retention Group's or self-insured's audited financial statements and approves the waiver.

5.7 Cancellation or Material Change. The Provider shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Contract.

5.8 Certificates of Insurance. Prior to execution of this Contract, Provider shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

## **ARTICLE 6 RECORDS, AUDITS AND REPORTS**

6.1 Access to and Audit of Contract Records. For the purpose of review of items and services furnished under the terms of this Contract and duplication of any books and records, Provider and its Subcontractors shall allow CalOptima, its regulators and/or their duly authorized agents and representatives access to said books and records, including medical records, contracts, documents, electronic systems for the purpose of direct physical examination of the records by CalOptima or its regulators and/or their duly authorized agents and representatives at the Provider's premises. Provider shall be given advance notice of such visit in accordance with CalOptima Policies. Such access shall include the right to directly observe all aspects of Provider's operations and to inspect, audit and reproduce all records and materials and to verify Claims and reports required according to the provisions of this Contract. Provider shall maintain records in chronological sequence, and in an immediately retrievable form in accordance with the laws and regulations applicable to such record keeping. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider and its Subcontractors from participation in the Medi-Cal program; seek recovery of payments made to the Provider; impose other sanctions provided under the State Plan, and Provider's contract may be terminated due to fraud.

- 6.2 Medical Records. Provider and its Subcontractors shall establish and maintain for each Member who has obtained Covered Services, medical records which are organized in a manner which contain such demographic and clinical information as is necessary to provide and ensure accurate and timely documentation as to the medical problems and Covered Services provided to the Member. Such medical records shall be consistent with State and Federal laws and CalOptima Program requirements and shall include a historical record of diagnostic and therapeutic services recommended or provided by, or under the direction of, the Provider. Such medical records shall be in such a form as to allow trained health professionals, other than the Provider, to readily determine the nature and extent of the Member's medical problem and the services provided, and to permit peer review of the care furnished to the Member.
- 6.3 Records Retention. The Provider shall maintain books and records in accordance with the time and manner requirements set forth in Federal and State laws and CalOptima Programs as identified in the CalOptima Program Addenda to this Contract. Where the Provider furnishes Covered Services to a Member in more than one CalOptima Program with different record retention periods, then the greater of the record retention requirements shall apply.
- 6.4 Audit, Review and/or Duplication. Audit, review and/or duplication of data or records shall occur within regular business hours, and shall be subject to Federal and State laws concerning confidentiality and ownership of records. Provider shall pay all duplication and mailing costs associated with such audits.
- 6.5 Confidentiality of Member Information. Provider agrees to comply with applicable Federal and State laws and regulations governing the confidentiality of Member medical and other information. Provider further agrees:
- 6.5.1 Health Insurance Portability and Accountability Act (HIPAA). Provider shall comply with HIPAA statutory and regulatory requirements ("HIPAA requirements"), whether existing now or in the future within a reasonable time prior to the effective date of such requirements. Provider shall comply with HIPAA requirements as currently established in CalOptima Policies. Provider shall also take actions and develop capabilities as required to support CalOptima compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standards formats.
- 6.5.2 Members Receiving State Assistance. Notwithstanding any other provision of this Contract, names and identification numbers of Members receiving public assistance are confidential and are to be protected from unauthorized disclosure in accordance with applicable State and Federal laws and regulations. For the purpose of this Contract, Provider shall protect from unauthorized disclosure all information, records, data and data elements collected and maintained for the operation of the Contract and pertaining to Members.
- 6.5.3 Declaration of Confidentiality. If Provider and its Subcontractors have access to computer files or any data confidential by statute, including identification of eligible members, Provider and Subcontractors agree to sign a declaration of confidentiality in accordance with the applicable Government Contract and in a form acceptable to CalOptima and DHCS, DMHC (MRMIB) and/or CMS, as applicable.
- 6.6 Data Submission. Provider shall submit to CalOptima complete, accurate, reasonable, and timely provider data, encounter date, and other data and reports (a) needed by CalOptima in order for

CalOptima to meet its reporting requirements to DHCS, and/or (b) required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.

## **ARTICLE 7 TERM AND TERMINATION**

- 7.1 Term. The term of this Contract shall become effective on the Effective Date and continue in effect for five (5) years through June 30, 2027 ("Initial Term") and five (5) additional one-year automatic extensions except as directed otherwise by the Board.
- 7.2 Termination for Default. CalOptima may, in its sole discretion, terminate this Contract whenever CalOptima determines that the Provider or any Subcontractor (a) has repeatedly and inappropriately withheld Covered Services to a CalOptima Member(s), (b) has failed to perform its contracted duties and responsibilities in a timely and proper manner including, without limitation, service procedures and standards identified in this Contract, (c) has committed acts that discriminate against CalOptima Members on the basis of their health status or requirements for health care services; (d) has not provided Covered Services in the scope or manner required under the provisions of this Contract; (e) has engaged in prohibited marketing activities; (f) has failed to comply with CalOptima's Compliance Program, including Participation Status requirements; (g) has committed fraud or abuse relating to Covered Services or any and all obligations, duties and responsibilities under this Contract; or (h) has materially breached any covenant, condition, or term of this Contract. A termination as described above shall be referred to herein as "Termination for Default." In the event of a Termination for Default, CalOptima shall give Provider prior written notice of its intent to terminate with a thirty (30)-day cure period if the Termination for Default is curable, in the sole discretion of CalOptima. In the event the default is not cured within the thirty (30)-day period, CalOptima may terminate the Contract immediately following such thirty (30)-day period. The rights and remedies of CalOptima provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Provider shall not be relieved of its liability to CalOptima for damages sustained by virtue of breach of the Contract by the Provider or any Subcontractor.
- 7.3 Immediate Termination. CalOptima may terminate this Contract immediately upon the occurrence of any of the following events and delivery of written notice: (i) the suspension or revocation of any license, certification or accreditation required by Provider and/or Provider Agents; (ii) the determination by CalOptima that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against Provider or against Provider Agents in their capacities with the Provider by any Federal or State licensing agency; (iv) termination or non-renewal of any Government Contract; (v) the withdrawal of DHHS's approval of the waiver granted to the CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any of the Government Agencies or termination of the Section 1915(b) waiver, CalOptima shall immediately transmit such notice to Provider.
- 7.4 Termination for Provider Insolvency. If the Provider and/or any of its Subcontractors becomes insolvent, the Provider shall immediately so advise CalOptima, and CalOptima shall have, at its sole option, the right to terminate the Contract immediately. In the event of the filing of a petition for bankruptcy by or against the Provider or a principal Subcontractor, the Provider shall assure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.

- 7.5 Modifications or Termination to Comply with Law. CalOptima reserves the right to modify or terminate the Contract at any time when modifications or terminations are (a) mandated by changes in Federal or State laws, (b) required by Government Contracts, or (c) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima shall notify Provider in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements, and Provider shall comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS and to the extent possible.
- 7.6 Termination Without Cause. Either party may terminate this Contract, after the Initial Term, without cause, upon ninety (90) days' prior written notice to the other party as provided herein.
- 7.7 Rate Adjustments. The payment rates may be adjusted by CalOptima during the Contract period to reflect implementation of Federal or State laws or regulations, changes in the State budget, the Government Contract(s) or the Government Agencies' policies, and/or changes in Covered Services. If the Government Agency(ies) has provided CalOptima with advance notice of adjustment, CalOptima shall provide notice thereof to Provider as soon as practicable.
- 7.8 Obligations Upon Termination. Upon termination of this Contract, it is understood and agreed that Provider shall continue to provide authorized Covered Services to Members who retain eligibility and who are under the care of Provider at the time of such termination, until the services being rendered to Members are completed, unless CalOptima, in its sole discretion, makes reasonable and medically appropriate provisions for the assumption of such services. Payment for services under this paragraph shall be at the contracted rates. Prior to the termination or expiration of this Contract, and upon request by CalOptima or one of its regulatory agencies to assist in the orderly transfer of Members' medical care, Provider shall make available to CalOptima and/or such regulatory agency, copies of any pertinent information, including information maintained by Provider and any Subcontractor necessary for efficient case management of Members. Costs of reproduction shall be borne by CalOptima or the government agency, as applicable. For purposes of this section only, "under the care of Provider" shall mean that a Member has an authorization from CalOptima to receive services from the Provider issued prior to the Termination, all of the services authorized under that authorization have not yet been completed, and the time period covered by the authorization has not yet expired.
- 7.9 Approval By and Notice to Government Agencies. Provider acknowledges that this Contract and any modifications and/or amendments thereto are subject to the approval of applicable Federal and/or State agencies. CalOptima and Provider shall notify the Federal and/or State agencies of amendments to, or termination of, this Contract. Notice shall be given by first-class mail, postage prepaid to the attention of the State or Federal contracting officer for the pertinent CalOptima Program. Provider acknowledges and agrees that any amendments or modifications shall be consistent with requirements relating to submission to such Federal and/or State agency for approval.

## **ARTICLE 8 GRIEVANCES AND APPEALS**

- 8.1 Provider Grievances. CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances and appeals. Provider shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable CalOptima Program(s). Provider complaints, grievances, appeals, or other disputes regarding any issues arising under this Contract shall be resolved through such system.

- 8.2 Member Grievances and Appeals. Member grievances, complaints, and/or appeals shall be resolved in accordance with Federal and/or State laws, regulations and Government Guidance and as set forth in CalOptima Policies relating to the applicable CalOptima Program. Provider agrees to cooperate in the investigation of the issues and be bound by CalOptima's grievance decisions and, if applicable, State and/or Federal hearing decisions or any subsequent appeals.

## **ARTICLE 9 GENERAL PROVISIONS**

- 9.1 Assignment and Assumption. Provider acknowledges and agrees that a primary goal of CalOptima is to ensure the provision of quality healthcare services to CalOptima Members and that CalOptima and Provider have entered into this Contract for the benefit of CalOptima Members. Accordingly, CalOptima retains the rights set forth in this Section. Except as specifically permitted hereunder, this Contract is not assignable by the Provider, either in whole or in part, without the prior written consent of CalOptima, provided that CalOptima's consent may be withheld in its sole and absolute discretion. For purposes of this Section and this Contract, assignment includes, without limitation, (a) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider (whether in a single transaction or in a series of transactions), (b) the change of more than twenty-five percent (25%) of the directors or trustees of Provider, (c) the merger, reorganization, or consolidation of Provider with another entity with respect to which Provider is not the surviving entity, and/or (d) a change in the management of Provider from management by persons appointed, elected or otherwise selected by the governing body of Provider (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
- 9.2 Documents Constituting Contract. This Contract and its attachments, schedules, addenda and exhibits and all CalOptima Policies applicable to Covered Services and CalOptima Members (and any amendments thereto) shall constitute the entire agreement between the parties and shall supersede and terminate any previous agreements between the parties for Community Supports. It is the express intention of Provider and CalOptima that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.
- 9.3 Force Majeure. Both parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.
- 9.4 Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs and all contractual obligations of CalOptima. Provider shall bring any and all legal proceedings against CalOptima under this Contract in California State courts located in Orange County, California, unless mandated by law to be brought in federal court, in which case such legal proceedings shall be brought in the Central District Court of California.
- 9.5 Headings. The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 9.6 Independent Contractor Relationship. CalOptima and Provider agree that the Provider and any agents or employees of the Provider in performance of this Contract shall act in an independent

capacity and not as officers or employees of CalOptima. Provider's relationship with CalOptima in the performance of this Contract is that of an independent contractor. Provider's personnel performing services under this Contract shall be at all times under Provider's exclusive direction and control and shall be employees of Provider and not employees of CalOptima. Provider shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

- 9.7 No Liability of County of Orange. As required under Ordinance No. 3896 of the County of Orange, State of California, as amended, CalOptima and the Provider hereby acknowledge and agree that the obligations of CalOptima under this Contract are solely the obligations of CalOptima, and the County of Orange, State of California, shall have no obligation or liability therefor.
- 9.8 No Waiver. No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.
- 9.9 Notices. Any notice required to be given pursuant to the terms and provisions of this Contract, unless otherwise indicated herein, shall be in writing and shall be sent by Certified or Registered mail, return receipt requested, postage prepaid to the address set out below. Notice shall be deemed given seventy-two (72) hours after mailing.

If to CalOptima:

CalOptima  
Director of Contracting  
505 City Parkway West  
Orange, CA 92868

If to Provider:

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Name

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Title

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Address

- 9.10 Omissions. In the event that either party hereto discovers any material omission in the provisions of this Contract which such party believes is essential to the successful performance of this Contract, said party may so inform the other party in writing, and the parties hereto shall

thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Contract.

- 9.11 Prohibited Interests. Provider covenants that, for the term of this Contract, no director, member, officer, or employee of CalOptima during his/her tenure has any interest, direct or indirect, in this Contract or the proceeds thereof.
- 9.12 Regulatory Approval. Notwithstanding any other provision of this Contract, the effectiveness of this Contract, amendments thereto, and assignments thereof, is subject to the approval of applicable Governmental Agencies and the conditions imposed by such agencies.
- 9.13 Authority to Execute. The persons executing this Contract on behalf of the parties warrant that they are duly authorized to execute this Contract, and that by executing this Contract, the parties are formally bound.
- 9.14 Severability. In the event any provision of this Contract is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
- 9.15 Dispute Resolution.

9.15.1 Meet and Confer. For any dispute not subject to or resolved by the provider appeals process, or if either party has a dispute it seeks to address informally, the parties shall use reasonable efforts to informally meet and confer to try and resolve the dispute. The parties shall meet and confer within thirty (30) days of a written request submitted by either party in an effort to settle any dispute. At each meet-and-confer meeting, each party shall be represented by persons with final authority to settle the dispute. If either party fails to meet within the thirty (30)-day period, that party shall be deemed to have waived the meet-and-confer requirement, and at the other party's option, the dispute may proceed immediately to arbitration under Section 9.15.2.

9.15.2 Arbitration. If the parties are unable to resolve any dispute arising out of or relating to this Contract under Section 9.15.1, either party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California. The parties may agree in writing prior to commencing the arbitration on the dispute resolution rules and arbitration service that will be used to resolve the dispute. If the parties cannot reach such an agreement, the arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") in accordance with the commercial dispute rules then in effect for JAMS; provided, however, that this Contract shall control in instances where it conflicts with JAMS's (or the applicable arbitration service's) rules. The arbitration shall be conducted on an expedited basis by a single arbitrator. The parties prefer that the arbitrator be a retired judge of the California Superior, Appellate, or Supreme Court or of a United States court sitting in California. If no such retired judge is available, the arbitrator may be an attorney with at least fifteen (15) years of experience, including at least five (5) years in managed health care. If the parties are unable to agree on the arbitrator within thirty (30) days of the date that the arbitration service accepts the arbitration, the arbitrator shall be selected by the arbitration service from a list of four potential arbitrators (all of whom shall be on arbitration services' panel of arbitrators) submitted by the parties, two from

each side; provided, however, that nothing stated in this section shall prevent a party from disqualifying an arbitrator based on a conflict of interest. In making decisions about discovery and case management, it is the parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The parties shall share the costs of arbitration equally, and each party shall bear its own attorneys' fees and costs.

9.15.3 Exclusive Remedy. With the exception of any dispute that under Laws may not be settled through arbitration, arbitration under Section 9.15.2 is the exclusive method to resolve a dispute between the Parties arising out of or relating to this Contract that is not resolved through the provider appeals or meet-and-confer processes.

9.15.4 Waiver. By agreeing to binding arbitration as set forth in Section 9.15.2, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them was determined by litigation in a court, including the right to a jury trial, attorneys' fees, and certain rights of appeal.



**ARTICLE 10**

**EXECUTION**

10.1 Subject to the State of California and United States providing funding for the term of this Contract and for the purposes with respect to which it is entered into, and execution of the Government Contracts and the approval of the Contract by the Government Agencies, this Contract shall become effective as of July 1, 2022 the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

**Provider**

**CalOptima**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**COVERED SERVICES**  
**ARTICLE 1**  
**CALOPTIMA PROGRAMS**

1.1 CalOptima Programs. Provider shall furnish Community Supports Covered Services to eligible Members in the following CalOptima Programs:

- X    Medi-Cal Program
- X    OneCare Program
- X    Cal MediConnect Program/OneCare Connect

**ARTICLE 2**  
**SERVICES**

2.1 Scope of Covered Services. “Covered Services”, as referred to in this Contract, means the services described in each of the schedules to this Attachment A. The schedules to this Attachment A are subject to DHCS’s Community Supports Policy Guide, which DHCS may update from time to time. CalOptima may unilaterally amend the schedules in Attachment A, upon notice to Provider, to comply with any DHCS revisions to the Community Supports Policy Guide.

**ATTACHMENT A**  
**Housing Deposits Schedule**

1. Description/Overview

- A. Housing Deposits, as defined in this Section 1, assist with identifying, coordinating, securing, or funding one-time services and modifications necessary to enable a person to establish a basic household that do not constitute payment for room and board, such as:
  - i. Security deposits required to obtain a lease on an apartment or home.
  - ii. Set-up fees/deposits for utilities or service access and utility arrearages.
  - iii. First month coverage of utilities, including but not limited to telephone, gas, electricity, heating, and water.
  - iv. First month's and last month's rent as required by landlord for occupancy.
  - v. Services necessary for the Member's health and safety, such as pest eradication and one-time cleaning prior to occupancy.
  - vi. Goods such as an air conditioner or heater, and other medically necessary adaptive aids and services, designed to preserve a Members' health and safety in the home, such as hospital beds, Hoyer lifts, air filters, and specialized cleaning or pest control supplies etc., that are necessary to ensure access and safety for the Member upon move-in to the home.
- B. Housing Deposits provided shall be based on individualized assessment of needs and documented in the individualized housing support plan. Members may require and access a subset of the services listed above.
- C. Housing Deposits provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions, including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
- D. Housing Deposits do not include the provision of room and board or payment of ongoing rental costs beyond the first and last month's coverage as noted above.

2. Eligibility

- A. Any Member who received Housing Transition/Navigation Services Community Supports in counties that offer Housing Transition/Navigation Services;
- B. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless coordinated entry system or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or

- C. Members who meet the Housing and Urban Development (“**HUD**”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, Institution for Mental Disease and State Hospitals.

3. Restrictions and Limitations

- A. Housing Deposits are available once in a Member’s lifetime. Housing Deposits can only be approved one additional time with documentation as to what conditions have changed to demonstrate why providing Housing Deposits would be more successful on the second attempt. CalOptima is expected to make a good faith effort to review information available to it to determine whether a Member has previously received services.
- B. These services must be identified as reasonable and necessary in the Member’s individualized housing support plan and are available only when the Member is unable to meet such expense.
- C. Members must also receive Housing Transition/Navigation services (at a minimum, the associated tenant screening, housing assessment and individualized housing support plan) in conjunction with this service.
- D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM STCs and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided to show examples of the types of Community Supports Providers CalOptima may choose to contract with, but it is not an exhaustive list of providers that may offer the services.
- B. The entity that is coordinating a Member’s Housing Transition Navigation Services, or the CalOptima case manager, care coordinator, or housing navigator, may coordinate these services and pay for them directly (e.g., to the landlord, utility company, pest control company, etc.) or subcontract the services.
- C. Community Supports Providers must have demonstrated or verifiable experience and expertise with providing these unique services.
- D. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program pursuant to relevant DHCS APLs including Provider Credentialing/Recredentialing and Screening/Enrollment (APL 19-004). If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or

delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

**ATTACHMENT A**  
**Housing Transition Navigation Services Schedule**

1. Description/Overview

- A. Housing Transition Navigation services, as defined in this Section 1, assist Members with obtaining housing and include:
- i. Conducting a tenant screening and housing assessment that identifies the Member’s preferences and barriers related to successful tenancy. The assessment may include collecting information on the Member’s housing needs and on potential Housing Transition barriers, as well as identification of housing retention barriers.
  - ii. Developing an individualized housing support plan based upon the housing assessment that addresses identified barriers, includes short- and long-term measurable goals for each issue, establishes the Member’s approach to meeting the goal, and identifies when other Providers or services, both reimbursed and not reimbursed by Medi-Cal, may be required to meet the goal.
  - iii. Searching for housing and presenting options.
  - iv. Assisting in securing housing, including the completion of housing applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history).
  - v. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for Supplemental Security Income (“SSI”) eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skillset.
  - vi. Identifying and securing available resources to assist with subsidizing rent (such as U.S. Department of Housing and Urban Development’s Housing Choice Voucher Program (“Section 8”)) or state and local assistance programs and matching available rental subsidy resources to Members.
  - vii. Identifying and securing resources to cover expenses, such as security deposit, moving costs, adaptive aids, environmental modifications, moving costs, and other one-time expenses. Actual payment of these Housing Deposits and move-in expenses is a separate Community Supports under the Housing Deposits Schedule of this Agreement, if applicable.
  - viii. Assisting with requests for reasonable accommodation, if necessary, as related to expenses incurred by the housing navigator supporting the Member moving into the home. Assisting in arranging for and supporting the details of the move.
  - ix. Educating and engaging with landlords.
  - x. Ensuring that the living environment is safe and ready for move-in.
  - xi. Communicating and advocating on behalf of the Member with landlords.

- xii. Assisting with arranging for and supporting the details of the move.
  - xiii. Establishing procedures and contacts to retain housing, including developing a housing support crisis plan that includes prevention and early intervention services when housing is jeopardized. The services associated with the crisis plan are a separate Community Supports under Housing Tenancy and Sustaining Services.
  - xiv. Identifying, coordinating, securing, or funding non-emergency, non-medical transportation to assist Members' mobility to ensure reasonable accommodations and access to housing options prior to transition and on move-in day.
  - xv. Identifying and coordinating environmental modifications to install necessary accommodations for accessibility (*see* Community Supports under Environmental Accessibility Adaptations).
- B. The Housing Transition Navigation services provided should be based on individualized assessment of needs and documented in the individualized housing support plan. Members may only require and access only a subset of the services listed above.
  - C. The Housing Transition Navigation services provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions. Examples of best practices include housing first harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
  - D. The Housing Transition Navigation services may involve additional coordination with other entities to ensure the Member has access to supports needed for successful tenancy. These entities may include County Health, Public Health, Substance Use, Mental Health and Social Services Departments; County and City Housing Authorities; Continuums of Care and Coordinated Entry System; Sheriff's Department and Probation Officers, as applicable and to the extent possible; local legal service programs, community-based organizations housing Providers, local housing agencies, and housing development agencies. For Members who will need rental subsidy support to secure permanent housing, the services will require close coordination with local Coordinated Entry Systems, homeless services authorities, public housing authorities, and other operators of local rental subsidies. Some housing assistance (including recovery residences and emergency assistance or rental subsidies for Full Service Partnership Members) is also funded by county behavioral health agencies, and CalOptima and their contracted Community Supports Providers should expect to coordinate access to these housing resources through county behavioral health when appropriate.
  - E. The Housing Transition Navigation services should adopt, as a standard, the demonstrated need to ensure seamless service to Members experiencing homelessness entering the Housing Transition Navigation Services to Community Supports.
  - F. The Housing Transition Navigation services do not include the provision of room and board or payment of rental costs. Coordination with local entities is crucial to ensure that available options for room and board or rental payments are also coordinated with housing services and supports.

2. Eligibility

- A. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or
- B. Members who meet the Housing and Urban Development (“**HUD**”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or are at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facilities, substance use disorder residential treatment facilities, recovery residences, institution for mental diseases and state hospitals; or
- C. Members who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:
  - i. A Member or family who:
    - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
    - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the “Homeless” definition in this section; and
    - c. Meets one of the following conditions:
      - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
      - (ii) Is living in the home of another because of economic hardship;
      - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
      - (iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income Members;



- (v) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
    - (vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - (vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
  - ii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
  - iii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- D. Members who are determined to be at risk of experiencing homelessness are eligible to receive Housing Transition Navigation services if they have significant barriers to housing stability and meet at least one of the following:
- i. Have one or more serious chronic conditions;
  - ii. Have a serious mental illness;
  - iii. Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or have a serious emotional disturbance (children and adolescents);
  - iv. Are receiving ; or
  - v. Are a transition-age youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or are children or adolescents with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

3. Restrictions and Limitations

- A. Housing Transition/Navigation services must be identified as reasonable and necessary in the Member's individualized housing support plan. The service duration can be as long as necessary.
- B. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers providing Housing Transition Navigation services must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided as an example of the types of Community Supports Providers that CalOptima may choose to contract with, but it is not an exhaustive list of Community Supports Providers who may offer the services.
- B. These Community Supports Providers must have demonstrated experience with providing housing-related services and supports and may include Providers such as:
  - i. Vocational services agencies;
  - ii. Providers of services for Members experiencing homelessness;
  - iii. Life skills training and education providers;
  - iv. County agencies;
  - v. Public hospital systems;
  - vi. Mental health or substance use disorder treatment providers, including county behavioral health agencies;
  - vii. Social services agencies;
  - viii. Affordable housing providers;
  - ix. Supportive housing providers; and
  - x. Federally qualified health centers and rural health clinics.

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider. Members who meet the eligibility requirements for Housing Transition/Navigation services shall also be assessed for ECM and Housing and Tenancy Support Services (if provided in

their county). When enrolled in ECM, Community Supports Services should be managed in coordination with ECM Providers. When Members receive more than one of these services, CalOptima should ensure services are coordinated by an ECM Provider whenever possible to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management. One exception to this is for benefits advocacy, which may require providers with a specialized skill set.

- C. If the CalOptima case manager, care coordinator or housing navigator is providing the service, that individual must have demonstrated experience working with Members experiencing homelessness or with the provision of housing-related services and supports to vulnerable populations.

**ATTACHMENT A**  
**Housing Tenancy and Sustaining Services Schedule**

1. Description/Overview

- A. Housing Tenancy and Sustaining services, as defined in this Section 1, provide tenancy and sustaining services, with a goal of maintaining safe and stable tenancy once housing is secured. Services include:
- i. Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment, hoarding, substance use, and other lease violations.
  - ii. Education and training on the roles, rights and responsibilities of the tenant and landlord.
  - iii. Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy.
  - iv. Coordination with the landlord and case management provider to address identified issues that could impact housing stability.
  - v. Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action including developing a repayment plan or identifying funding in situations in which the Member owes back rent or payment for damage to the unit.
  - vi. Advocacy and linkage with community resources to prevent eviction when housing is or may potentially become jeopardized.
  - vii. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for SSI eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skill set.
  - viii. Assistance with the annual housing recertification process.
  - ix. Coordinating with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers.
  - x. Continuing assistance with lease compliance, including ongoing support with activities related to household management.
  - xi. Health and safety visits, including unit habitability inspections. This does not include housing quality inspections.
  - xii. Other prevention and early intervention services identified in the crisis plan that are activated when housing is jeopardized (e.g., assisting with reasonable accommodation requests that were not initially required upon move-in).

- xiii. Providing independent living and life skills including assistance with and training on budgeting, including financial literacy and connection to community resources.
- B. The services provided shall be based on individualized assessment of needs and documented in the individualized housing support plan. Members may only require and access a subset of the services listed above.
- C. The services provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
- D. The services may involve coordination with other entities to ensure the Member has access to supports needed to maintain successful tenancy. Final program guidelines shall adopt, as a standard, the demonstrated need to ensure seamless service to Members experiencing homelessness entering the Housing Tenancy and Sustaining Services Community Supports.
- E. Services do not include the provision of room and board or payment of rental costs.

2. Eligibility

- A. Any Member who received Housing Transition/Navigation Services Community Supports;
- B. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or
- C. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, institutions for mental disease and state hospitals; or
- D. Members who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:
  - i. A Member or family who:
    - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;

- b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph C of the “Homeless” definition in this section; and
- c. Meets one of the following conditions:
  - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (ii) Is living in the home of another because of economic hardship;
  - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income Members;
- e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- ii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- iii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- iv. Members who are determined to be at risk of experiencing homelessness are eligible to receive Housing Tenancy and Sustaining Services if they have significant barriers to housing stability and meet at least one of the following:

- a. Have one or more serious chronic conditions;
- b. Have a serious mental illness;
- c. Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or have a serious emotional disturbance (children and adolescents);
- d. Are receiving ECM; or
- e. Are a transition-age youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

3. Restrictions and Limitations

- A. These Housing Tenancy and Sustaining services are available from the initiation of services through the time when the Member’s housing support plan determines they are no longer needed. They are only available for a single duration in the Member’s lifetime. Housing Tenancy and Sustaining Services can only be approved one additional time with documentation as to what conditions have changed to demonstrate why providing Housing Tenancy and Sustaining Services would be more successful on the second attempt. CalOptima is expected to make a good faith effort to review information available to it to determine if Member has previously received services. The service duration can be as long as necessary.
- B. These Housing Tenancy and Sustaining services must be identified as reasonable and necessary in the Member’s individualized housing support plan and are available only when the enrollee is unable to successfully maintain longer-term housing without such assistance.
- C. Many Members will have also received Housing Transition/Navigation services (at a minimum, the associated tenant screening, housing assessment and individualized housing support plan) in conjunction with this service, but accessing such services is not a prerequisite for eligibility.
- D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers providing Housing Tenancy and Sustaining services must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided to show examples of the types of Community Supports Providers that CalOptima may choose to contract with, but it is

not an exhaustive list of providers who may offer the services. Providers must have demonstrated or verifiable experience or expertise with providing housing-related services and supports and may include providers such as:

- i. Vocational services agencies
- ii. Providers of services for Members experiencing homelessness
- iii. Life skills training and education providers
- iv. County agencies
- v. Public hospital systems
- vi. Mental health or substance use disorder treatment providers, including county behavioral health agencies
- vii. Supportive housing providers
- viii. Federally qualified health centers and rural health clinics

- B. Community Supports. Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.
- C. If the CalOptima case manager, care coordinator or housing navigator is providing the service, that individual must have demonstrated experiencing working with Members experiencing homelessness or with the provision of housing-related services and supports to vulnerable populations. CalOptima should coordinate with county homelessness entities to provide these services.
- D. Members who meet the eligibility requirements for Housing and Tenancy Support Services shall also be assessed for ECM and may have received Housing Transition/Navigation services. When enrolled in ECM, Community Supports shall be managed in coordination with ECM providers. When Members receive more than one of these services, CalOptima shall ensure it is coordinated by an ECM provider whenever possible to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management.



**ATTACHMENT A**  
**Day Habilitation Programs Schedule**

1. Description/Overview.
  - A. Day Habilitation Programs, as defined in this Section 1, are provided in a Member's home or an out-of-home, non- facility setting. Day Habilitation Programs are designed to assist the Member in acquiring, retaining, and improving self-help, socialization, and adaptive skills necessary to reside successfully in the person's natural environment. Day Habilitation Programs are often considered as peer mentoring when provided by an unlicensed caregiver with the necessary training and supervision. For Members experiencing homelessness who are receiving ECM or other Community Supports Services, Day Habilitation Programs can provide a physical location for Members to meet with and engage with these Community Supports Providers. When possible, these services should be provided by the same entity to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management.
  - B. As used in this Schedule, the General Assistance or General Relief ("GA/GR") Program is designed to provide relief and support to indigent adults who are not supported by their own means, other public funds, or assistance programs.
  - C. Day habilitation program services include, but are not limited to, training on:
    - i. The use of public transportation;
    - ii. Personal skills development in conflict resolution;
    - iii. Community participation;
    - iv. Developing and maintaining interpersonal relationships;
    - v. Daily living skills (cooking, cleaning, shopping, money management); and,
    - vi. Awareness of community resources such as police, fire, or local services, to support independence in the community.
  - D. Day Habilitation Programs may include assistance with, but not limited to, the following:
    - i. Selecting and moving into a home (refer to the Housing Transition/Navigation Services Community Supports);
    - ii. Locating and choosing suitable housemates;
    - iii. Locating household furnishings;
    - iv. Settling disputes with landlords (refer to the Housing Tenancy and Sustaining Services Community Supports);
    - v. Managing personal financial affairs;
    - vi. Recruiting, screening, hiring, training, supervising, and dismissing personal attendants;

- vii. Dealing with and responding appropriately to governmental agencies and personnel;
- viii. Asserting civil and statutory rights through self-advocacy;
- ix. Building and maintaining interpersonal relationships, including a circle of support;
- x. Coordination with CalOptima to link Member to any in Community Supports and or ECM services for which the Member may be eligible;
- xi. Referral to non-Community Supports housing resources if the Member does not meet Housing Transition and Navigation Services Community Supports eligibility criteria;
- xii. Assistance with income and benefits advocacy, including GA/GR and SSI if the Member is not receiving these services through Community Supports or ECM; and
- xiii. Coordination with CalOptima to link the Member to health care, mental health services, and substance use disorder services based on the individual needs of the the Member, for Members who are not receiving this linkage through Community Supports or ECM.

E. The services provided should utilize best practices for Members who are experiencing homelessness or formerly experienced homelessness including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care. Day Habilitation Program services are available for as long as necessary and can be provided continuously or through intermittent meetings, in an individual or group setting.

2. Eligibility

Members who are experiencing homelessness, Members who exited homelessness and entered housing in the last twenty-four (24) months, and Members at risk of homelessness or institutionalization whose housing stability could be improved through participation in a Day Habilitation Program.

3. Restrictions and Limitations

Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing and Allowable Community Supports Providers

Community Supports Providers must have experience and expertise with providing these unique services. This list is provided as an example of the types of Providers who may provide Day Habilitation Programs, but it is not an exhaustive list of Community Supports Providers who may offer these programs.

- A. Mental health or substance use disorder treatment providers, including county behavioral health agencies
- B. Licensed psychologists

- C. Licensed certified social workers
- D. Registered nurses
- E. Home health agencies
- F. Professional fiduciary
- G. Vocational skills agencies

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Rec credentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

**ATTACHMENT A**  
**Short-Term Post-Hospitalization Housing Schedule**

1. Description/Overview

- A. Short-Term Post-Hospitalization Housing, as defined in this Section 1, provides Members who do not have a residence and who have high medical or behavioral health needs with the opportunity to continue their medical/psychiatric/substance use disorder recovery immediately after exiting an inpatient hospital (either acute or psychiatric or chemical dependency and recovery hospital ), residential substance use disorder treatment or recovery facility, residential mental health treatment facility, correctional facility, nursing facility, or recuperative care and avoid further utilization of state plan services. Up to 90 days of recuperative care is available under specified circumstances as a separate Community Supports Program.
- B. Short-Term Post-Hospitalization Housing provides Members with ongoing supports necessary for recuperation and recovery such as gaining (or regaining) the ability to perform activities of daily living, receiving necessary medical/psychiatric/substance use disorder care, case management and beginning to access other housing supports such as Housing Transition Navigation. Housing Transition/Navigation Services are a separate Community Supports Program.
- C. This setting may include an individual or shared interim housing setting, where residents receive the services described above.
- D. Beneficiaries must be offered Housing Transition Navigation supports during the period of Short-Term Post-Hospitalization housing to prepare them for transition from this setting. These services shall include a housing assessment and the development of individualized housing support plan to identify preferences and barriers related to successful housing tenancy after Short-Term Post-Hospitalization Housing. The development of a housing assessment and individualized support plan are covered as a separate Community Supports Program under Housing Transition/Navigation Services.
- E. Short-Term Post-Hospitalization Housing provided should utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions, including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.

2. Eligibility

- A. Members exiting recuperative care.
- B. Members exiting an inpatient hospital stay (either acute or psychiatric or chemical dependency and recovery hospital), residential substance use disorder treatment or recovery facility, residential mental health treatment facility, correctional facility, or nursing facility and who meet any of the following criteria:
  - i. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have

one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, institution for mental disease and state hospitals.

ii. Individuals who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:

a. An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

(iii) Meets one of the following conditions:

(a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(b) Is living in the home of another because of economic hardship;

(c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(v) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

b. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless

Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

c. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Individuals who are determined to be at risk of experiencing homelessness are eligible to receive Short-Term Post-Hospitalization services if they have significant barriers to housing stability and meet at least one of the following:

- (i) Have one or more serious chronic conditions;
  - (ii) Have a Serious Mental Illness;
  - (iii) Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or Have a Serious Emotional Disturbance (children and adolescents);
- (i) Are receiving Enhanced Care Management; or
  - (ii) Are a Transition-Age Youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

In addition to meeting one of these criteria at a minimum, individuals must have medical/behavioral health needs such that experiencing homelessness upon discharge from the hospital, substance use or mental health treatment facility, correctional facility, nursing facility, or recuperative care would likely result in hospitalization, re- hospitalization, or institutional readmission.

### 3. Restrictions and Limitations

- A. Short-Term Post-Hospitalization Services are available once in a Member’s lifetime and are limited and are not to exceed a duration of six (6) months per episode (but may be authorized for a shorter period based on Member needs). CalOptima is expected to make a good faith effort to review information available to them to determine if Member has previously received services.
- B. The service is only available if the Member is unable to meet such an expense.
- C. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance

with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers must have experience and expertise with providing Short-Term Post-Hospitalization Services. The below list is provided as an example of the types of Community Supports Providers that may provide Short-Term Post-Hospitalization Services but is not an exhaustive list of providers who may offer the services.
- i. Interim housing facilities with additional on-site support
  - ii. Shelter beds with additional on-site support
  - iii. Converted homes with additional on-site support
  - iv. County directly operated or contracted recuperative care facilities
  - v. Supportive housing providers
  - vi. County agencies
  - vii. Public hospital systems
  - viii. Social service agencies
  - ix. Providers of services for Members experiencing homelessness
- B. Facilities may be unlicensed. CalOptima must apply minimum standards to ensure adequate experience and acceptable quality of care standards are maintained. CalOptima can adopt or adapt local or national standards for Short-Term Post-Hospitalization Housing services. CalOptima shall monitor the provision of all the services included above. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

**ATTACHMENT B**  
**PROCEDURES FOR REQUESTING INTERPRETATION SERVICES**

**ARTICLE 1**  
**CALOPTIMA DIRECT MEMBERS**

- 1.1 CalOptima Responsibilities. CalOptima shall provide Members enrolled in CalOptima Direct (COD) with face-to-face language and sign language interpretation services to ensure effective communication with Providers. Upon notification from Provider pursuant to the provisions of this Contract that interpreter services are required, CalOptima shall arrange for and make payment for interpreter services for COD Members in accordance with the procedures set forth herein.
- 1.2 Request for Interpretation Services. To request these interpretation services Provider shall, at least one week before the scheduled appointment with the Member, contact CalOptima Customer Service Department at (714) 246-8500 to be connected with the Cultural and Linguistic (C&L) Coordinator. The following information will be needed at the time of the request:
- 1.2.1 Member name and ID, date of birth and telephone number;
  - 1.2.2 Name and phone number of the caretaker, if applicable;
  - 1.2.3 Language or sign language needed;
  - 1.2.4 Date and time of the appointment;
  - 1.2.5 Address and telephone number of the facility where the appointment is to take place;
  - 1.2.6 Estimated amount of time the interpretation service will be needed; and
  - 1.2.7 Type of appointment: assessment, fitting/delivery or other.
- 1.3 Provider's Responsibilities.
- 1.3.1 C&L Coordinator. Provider shall make the request at least one week before the scheduled appointment. Provider shall communicate with the CalOptima C&L Coordinator. CalOptima C&L Coordinator will make the best effort to secure an interpreter within 72 hours of a request, and will confirm to the Provider and Member of the result of this effort.
  - 1.3.2 Appointment Changes. If there is any change with the appointment, Provider shall contact CalOptima C&L Coordinator, at least 72 hours before the scheduled appointment.
  - 1.3.3 Provider Obligation for Cost. If Provider fails to communicate with CalOptima C&L Coordinator in a timely manner (less than 72 hours before the appointment), Provider will have to incur the cost of an urgent interpretation service request.

**ARTICLE 2**  
**HEALTH NETWORK MEMBERS**

- 2.1 Health Network Contact. Provider shall contact Member's Health Network customer service department to request the needed interpretation services and shall follow the Health Network policy and procedures for those services.



**ATTACHMENT C**

**COMPENSATION**

CalOptima shall reimburse Provider, and Provider shall accept as payment in full from CalOptima, the following amounts:

**I. Program Reimbursement(s)**

CalOptima shall reimburse for Covered Services as follows:

**Housing Deposits**

Service Rate	Lifetime maximum of \$5,000.00. The amount of the Housing Deposit, up to the maximum allowed
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Housing Transition Navigation Service Rate**

Bundled Payments (per Enrollee per Month (PEPM))	\$449.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Housing Tenancy and Sustaining Service Rate**

Bundled Payments (per Enrollee per Month (PEPM))	\$475.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Day Habilitation Programs Service Rate**

Service Rate	\$67.30 Per Day, All Inclusive
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

**Short Term Post Hospitalization Housing Service Rate**

Service Rate	\$120.00 Per Day, All Inclusive
HCPCS Billing Code	See DHCS guidance for specific billing codes and modifiers

**ATTACHMENT D**  
**DISCLOSURE FORM**

**Housing For Health Orange County, Inc.**

Name of Provider

The undersigned hereby certifies that the following information regarding **Housing For Health Orange County, Inc.** (the "Provider") is true and correct as of the date set forth below:

Officer(s)/Director(s)/General Partner(s):

- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_

Co-Owner(s):

- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_

Stockholder(s) owning more than five percent (5%) of the Provider's stock:

- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_

Major creditor(s) holding more than five percent (5%) of the Provider's debt:

- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_

Form of Provider (Corporation, Partnership, Sole Proprietorship, Individual, etc.):

- \_\_\_\_\_  
- \_\_\_\_\_  
- \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_  
(Please type or print)

## ADDENDUM 1

### **MEDI-CAL PROGRAM**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medi-Cal Program (COD and Health Network Members): These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. Records Retention. Provider shall maintain and retain all records of all items and services provided Members for a term of at least ten (10) years from the final date of the contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. Provider's books and records shall be maintained within, or be otherwise accessible within the State of California and pursuant to Section 1381(b) of the Health and Safety Code. Such records shall be maintained and retained on Provider's State licensed premises for such period as may be required by applicable laws and regulations related to the particular records. Such records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima, and/or representatives of any regulatory or law enforcement agencies, immediate and direct access and inspection of all such records at the time of any onsite audit or review.

Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of CalOptima, provided that the microfilming procedures are approved by CalOptima as reliable and are supported by an effective retrieval system. If CalOptima is concerned about the availability of such records in connection with the continuity of care to a Member, Provider shall, upon request, transfer copies of such records to CalOptima's possession.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

1. Access to Books and Records. Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the Contract, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in the DHCS Contract, Exhibit E, Attachment 2, Provision 20: (a) by CalOptima, the Government Agencies, CalOptima's Regulators, DOJ, Bureau of Medi-Cal Fraud, Comptroller General and any other entity statutorily entitled to have oversight responsibilities of the COHS program, (b) at all reasonable times at Provider's place of business or at such other mutually agreeable location in California, and (c) in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the final date of the Contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later, in which the records or data were created or applied, and for which the financial record was completed, and including, if applicable, all Medi-Cal 35 file paid claims data and encounter data for a period of at least ten (10) years from the date of expiration or termination. Provider shall provide access to all security areas and shall provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider from participation in the Medi-Cal program; seek recovery of payments made to the Subcontractor; impose other sanctions provided under the State Plan, and direct CalOptima to terminate this Contract for provision of services to CalOptima Medi-Cal Members due to fraud.

Provider shall cooperate in the audit process by signing any consent forms or documents required by but not limited to: DHCS, DMHC, Department of Justice, Attorney General, Federal Bureau of Investigation and Bureau of Medi-Cal Fraud and/or CalOptima to release any records or documentation Provider may possess in order to verify Provider's records.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

2. Form of Records. Provider's and its Subcontractors' books and records shall be maintained in accordance with the general standards applicable to such book or record-keeping.
3. Third Party Tort Liability/Estate Recovery. Provider shall make no claim for the recovery of the value of Covered Services rendered to a Member when such recovery would result from an action involving tort liability of a third party, recovery from the estate of deceased Member, or casualty liability insurance awards and uninsured motorist coverage. Provider shall identify and notify CalOptima, within five (5) calendar days of discovery, which shall in turn notify DHCS, of any action by the CalOptima Member involving the Tort Workers' Compensation liability of a third party or estate recovery that could result in recovery by the CalOptima Member of funds to which DHCS has lien rights under Article 3.5 (commencing with Section 14124.70), Part 3, Division 9, Welfare and Institutions Code.
4. Records Related to Recovery for Litigation.
  - 5.1 Upon request by CalOptima, Provider shall timely gather, preserve and provide to CalOptima, in the form and manner specified by CalOptima, any information specified by CalOptima, subject to any lawful privileges, in Provider's or its Subcontractors' possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against CalOptima or DHCS. Provider acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records, received by Provider or its Subcontractors related to this Contract or Subcontracts entered into under this Contract. Provider further agrees to timely gather, preserve, and provide to DHCS any records in Provider's or its subcontractor's possession, in accordance with the DHCS Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation" Provision.
  - 5.2 In addition to the payments provided for elsewhere in this Contract, CalOptima agrees to pay Provider for complying with Paragraph 5.1, above, as follows:
    - 5.2.1 CalOptima shall reimburse Provider amounts paid by Provider to third parties for services necessary to comply with Paragraph 5.1. Any third party assisting Provider with compliance with Paragraph 5.1 shall comply with all applicable confidentiality requirements. Amounts paid by Provider to any third party for assisting Provider in complying with Paragraph 5.1, shall not exceed normal and customary charges for similar services and such charges and supporting documentation shall be subject to review by CalOptima.
    - 5.2.2 If Provider uses existing personnel and resources to comply with Paragraph 5.1, CalOptima shall reimburse Provider as specified below. Provider shall maintain and provide to CalOptima time reports supporting the time spent by each employee as a condition of reimbursement. Reimbursement claims and supporting documentation shall be subject to review by CalOptima.
      - 5.2.2.1 Compensation and payroll taxes and benefits, on a prorated basis, for the employees' time devoted directly to compiling information pursuant to Paragraph 5.1.
      - 5.2.2.2 Costs for copies of all documentation submitted to CalOptima pursuant to Paragraph 5.1, subject to a maximum reimbursement of ten (10) cents per copied page.

5.2.2.3 Provider shall submit to CalOptima all information needed by CalOptima to determine reimbursement to Provider under this provision, including, but not limited to, copies of invoices from third parties and payroll records.

5. Medical Records. All medical records shall meet the requirements of Section 1300.80(b)(4) of Title 28 of the California Code of Regulations, and Section 1936a(w) of Title 42 of the United States Code. Such records shall be available to health care providers at each encounter, in accordance with Section 1300.67.1(c) of Title 28 of the California Code of Regulations. Provider shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Participating Provider or Subcontractor site.
6. Downstream Contracts. In the event that Provider is allowed to subcontract for services under this Contract, and does so subcontract, then Provider shall, upon request, provide copies of such subcontracts to CalOptima or DHCS.
7. Medi-Cal Policies. Covered Services provided under this Contract shall comply with all applicable Medi-Cal Managed Care Division (MMCD) Policy Letters.
8. Medi-Cal Credentialing. If Provider is of a provider type that is not able to enroll in Medi-Cal through the DHCS, Provider shall provide an accurate, current, signed copy of the DHCS Medi-Cal Disclosure Form, DHCS-6216, or such other disclosure form as DHCS may otherwise specify to meet the requirements of Section 51000.35 of Title 22 of the California Code of Regulations, for its Providers.
9. Changes in Availability or Location of Services. Any substantial change in the availability or location of services to be provided under this Contract requires the prior written approval of DHCS. Provider's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least 75 days prior to the proposed effective date. DHCS' denial of the proposal shall prohibit implementation of the proposed changes.
10. Confidentiality of Medi-Cal Members. Provider and its employees, agents, or Subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to Provider, its employees, or agents as a result of services performed under this Contract, except for statistical information not identifying any such person. Provider and its employees, agents, or Subcontractors shall not use such identifying information for any purpose other than carrying out Provider's obligations under this Contract. Provider and its employees, or agents shall promptly transmit to the CalOptima all requests for disclosure of such identifying information not emanating from the Member. Provider shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. 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.

Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the Contract and pertaining to Members shall be protected by Provider from unauthorized disclosure. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information. Provider is not required to report requests for Medical Records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Contract that is obtained by Provider or its Subcontractors, Provider:

- 11.1 will not use any such information for any purpose other than carrying out the express terms of this Contract,

- 11.2 will promptly transmit to CalOptima all requests for disclosure of such information, except requests for Medical Records in accordance with applicable law,
  - 11.3 will not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted there under, and
  - 11.4 will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the Provider by CalOptima for this purpose.
12. Debarment Certification. By signing this Contract, the Provider agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
- 12.1 By signing this Contract, the Provider certifies to the best of its knowledge and belief, that it and its principals:
    - 12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
    - 12.1.2 Have not within a three-year period preceding this Contract have 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;
    - 12.1.3 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 Subprovision 12.1.2 herein; and
    - 12.1.4 Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
    - 12.1.5 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 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
    - 12.1.6 Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - 12.2 If the Provider is unable to certify to any of the statements in this certification, the Provider shall submit an explanation to CalOptima.
  - 12.3 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - 12.4 If the Provider knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.
13. DHCS Directions. If required by DHCS, Provider and its Subcontractors shall cease specified activities for CalOptima Members, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.
14. Lobbying Restrictions and Disclosure Certification.

- 14.1 (Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)
- 14.2 Certification and Disclosure Requirements
- 14.2.1 Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1 to this Addendum 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph 14.3 of this provision.
- 14.2.2 Each recipient shall file a disclosure (in the form set forth in Attachment 2 to this Addendum 1, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph 14.3 of this provision if paid for with appropriated funds.
- 14.2.3 Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 14.2.2 herein. An event that materially affects the accuracy of the information reported includes:
- 14.2.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 14.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- 14.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- 14.2.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 14.2.1 of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- 14.2.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 14.2.1 of this provision. That person shall forward all disclosure forms to DHCS program contract manager.
- 14.3 Prohibition—Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
15. Additional Subcontracting Requirements.
- 15.1 Provider shall ensure that all Subcontracts are in writing and require that the Provider and its Subcontractors:

- 15.1.1 Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Contract, available at all reasonable times for audit, inspection, examination, or copying by CalOptima, DHCS, CalOptima’s Regulators, and/or DOJ, or their designees.
- 15.1.1 Retain such books and all records and documents for a term minimum of at least ten (10) years from the final date of the DHCS Contract period or from the date of completion of any audit, whichever is later.
- 15.2 Provider shall require all Subcontracts that relate to the provision of Medi-Cal Covered Services to Members pursuant to the Contract include the following:
  - 15.2.1 Services to be provided by the Subcontractor, term of the Subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received by the Subcontractor.
  - 15.2.2 Subcontract or its amendments are subject to DHCS approval as provided in the DHCS Contract, and the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract.
  - 15.2.3 An agreement that the assignment or delegation of the Subcontract will be void unless prior written approval is obtained pursuant to Section 21 of this Addendum 1.
  - 15.2.4 An agreement to submit provider data, encounter data, and reports related to the Subcontract in accordance with Sections 2.23 of the Contract, and to gather, preserve, and provide any records in the Subcontractor’s possession in accordance with Section 5 of this Addendum 1.
  - 15.2.5 An agreement to make all premises, facilities, equipment, books, records, contracts, computer, and other electronic systems of the Subcontractor pertaining to the goods and services furnished by Subcontractor under the Subcontract, available for purpose of an audit, inspection, evaluation, examination, or copying, in accordance with Section 6.1 of the Contract and Sections 2 and 16 of this Addendum 1.
  - 15.2.6 An agreement to maintain and make available to DHCS, CalOptima, and/or Provider, upon request, all sub-subcontracts related to the Subcontract, and to ensure all sub-contractors are in writing and require the sub-subcontractors to comply with the requirements set forth in Section 15.1 of this Addendum 1.
  - 15.2.7 An agreement to comply with CalOptima’s Compliance Program (including, without limitations, CalOptima Policies), all applicable requirements or the DHCS Medi-Cal Managed Care Program, and all monitoring provisions and requests set forth in Section 16 of this Addendum 1.
  - 15.2.8 An agreement to assist Provider and/or CalOptima in the transfer of care of a Member in the event of termination of the DHCS Contract or the Contract for any reason, in accordance with Section 19 of this Addendum 1, and in the event of termination of the Subcontract for any reason.
  - 15.2.9 An agreement to hold harmless the State, Members, and CalOptima in the event the Provider cannot or will not pay for services performed by the Subcontractor pursuant to the Subcontract, and to prohibit Subcontractors from balance billing a Member as set forth in Section 4.7 of the Contract.
  - 15.2.10 An agreement to notify DHCS in the manner provided in Section 7.9 of the Contract in the event the Subcontract is amended or terminated.
  - 15.2.11 An agreement to the provision of interpreter services to Members at all provider sites as set forth in Section 2.17 of the Contract, to comply with the



language assistance standards developed pursuant to Health and Safety Code section 1367.04, and to the requirements for cultural and linguistic sensitivity as set forth in Section 2.16 or the Contract.

- 15.2.12 Subcontractors shall have access to CalOptima's dispute resolution mechanism in accordance with Section 8.1 of the Contract.
  - 15.2.13 An agreement to participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and to the revocation of the delegation of activities or obligations under the Subcontract or other specified remedies in instances where DHCS, CalOptima and/or Provider determines that the Subcontractor has not performed satisfactorily.
  - 15.2.14 If and to the extent Subcontractor is responsible for the coordination of care of Members, an agreement to comply with Section 25 of this Addendum 1 and Section 6.5.3 of the Contract.
  - 15.2.15 An agreement by the Provider to notify the Subcontractor of prospective requirements and the Subcontractor's agreement to comply with the new requirements, in accordance with Section 7.5. of the Contract.
  - 15.2.16 An agreement for the establishment and maintenance of and access to medical and administrative records as set forth in Sections 6.2 and 6.3 of the Contract and Sections 1, 3 and 6 of this Addendum 1.
  - 15.2.17 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractor's professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
  - 15.2.18 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 6.5.3 or the Contract, which shall be signed and filed with DHCS prior to the Subcontractor being allowed access to computer files or any other data or files, including identification of Members.
16. State's Right to Monitor. Provider shall comply with all monitoring provisions of this Contract and the DHCS Contract between CalOptima and DHCS, and any monitoring requests by CalOptima and DHCS. Without limiting the foregoing, CalOptima and authorized State and Federal agencies will have the right to monitor, inspect or otherwise evaluate all aspects of the Provider's operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring, inspection or evaluation activities will include, but are not limited to, inspection and auditing of Provider, Subcontractor, and provider facilities, management systems and procedures, and books and records as the Director of DHCS deems appropriate, at anytime, pursuant to 42 CFR Section 438.3(h). The monitoring activities will be either announced or unannounced. To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the Provider. The monitoring activities will be either announced or announced. Staff designated by authorized State agencies will have access to all security areas and the Provider will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the Provider and/or the subcontractor(s).
17. Provider shall comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04.
18. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5. Provider agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

19. Prior to the termination or expiration of this Contract, including termination due to termination or expiration of CalOptima's DHCS Contract, and upon request by DHCS or CalOptima to assist in the orderly transfer of Members' medical care and all necessary data and history records to DHCS or a successor DHCS Contractor, the Provider shall make available to DHCS and/or CalOptima copies of medical records, patient files, and any other pertinent information, including information maintained by any Subcontractor necessary for efficient case management of Members, and the preservation, to the extent possible, of Member-Provider relationships. Costs of reproduction shall be borne by DHCS and CalOptima, as applicable.
20. This Contract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract between CalOptima and DHCS.
21. Provider agrees that the assignment or delegation of this Contract or Subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any Subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Subcontractor (whether in a single transaction or in a series of transactions); (ii) the change or more than twenty-five percent (25%) of the directors or trustees of Provider or Subcontractor; (iii) the merger, reorganization, or consolidation of Provider or Subcontractor, with another entity with respect to which Provider or Subcontractor is not the surviving entity; and/or (iv) a change in the management of Provider or Subcontractor from management by persons appointed, elected or otherwise selected by the governing body of Provider or Subcontractor (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
22. Provider further agrees to timely gather, preserve, and provide to DHCS any records in the Provider's or its Subcontractor's possession, in accordance with the State Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation Provision".
23. Provider agrees to assist CalOptima in the transfer of care in the event of any Subcontract termination for any reason.
24. Notwithstanding anything in this Contract to the contrary, Provider shall be entitled to the protections of the Health Care Providers' Bill of Rights, California Health and Safety Code section 1375.7, in the administration of this Contract relative to the Medi-Cal program.
25. If and to the extent that the Provider is responsible for the coordination of care for Members, CalOptima shall share with Provider, in accordance with the appropriate Declaration of Confidentiality signed by Provider and filed with DHCS, any utilization data that DHCS has provided to CalOptima, and Provider shall receive the utilization data provided by CalOptima and use it as the Provider is able for the purpose of Members care coordination.

**ADDENDUM 2**  
**MEDICARE ADVANTAGE PROGRAM**  
**(ONECARE)**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medicare Advantage Program (OneCare):

1. **Record Retention.** Provider agrees to retain books, records, Member medical, Subcontractor and other records for at least ten (10) years from the final date of the contract between CalOptima and DHCS, or the date of completion of any audit, whichever is later, unless a longer period is required by law.
2. **Right of Inspection, Evaluation, Audit of Records.** Provider and its Subcontractors agree to maintain and make available contracts, books, documents, and records involving transactions related to the Contract to CalOptima, DMHC, DHHS, the Comptroller General, the U.S. General Accounting Office (“GAO”), any Quality Improvement Organization (“QIO”) or accrediting organizations, including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider’s provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.
3. **Accountability Acknowledgement.** Provider further agrees and acknowledges that CalOptima oversees and is accountable to CMS for functions or responsibilities described in MA regulations; that CalOptima may only delegate activities or functions in a manner consistent with the MA program delegation requirements; and that any services or other activities performed by Provider pursuant to the Contract are consistent and comply with CalOptima’s contractual obligations with CMS and adhere to delegation requirements set forth by MA statutes, regulations and/or other guidance. Where delegated responsibilities are identified in this Contract, the following shall apply:
  - 3.1 **Delegation by CalOptima.** To the extent that responsibilities are delegated to Provider under this Contract, Provider warrants that it meets CalOptima delegation criteria set forth in the Delegation Acknowledgement and Acceptance Agreement attached to this Contract, if applicable, and agrees to accept delegated responsibility for those listed activities. Provider agrees to perform the delegated activities in a manner consistent with the delegation criteria. Provider agrees to notify CalOptima of any change in its eligibility under the delegation criteria within twenty-four (24) hours from the date it fails to meet such delegation criteria. Provider acknowledges that delegation to another entity does not alter Provider’s ultimate obligations and responsibilities set forth in this Contract. Provider acknowledges and agrees that CalOptima retains final authority and responsibility for activities delegated under this Contract. Activities not expressly delegated herein by CalOptima or for which delegation is terminated are the responsibility of CalOptima.
  - 3.2 **Reports on Delegated Activities.** Provider agrees to provide CalOptima with periodic reports on delegated activities performed by Provider as provided in the delegation criteria. The report shall be in a form and contain such information as shall be agreed upon between the parties. Provider agrees to take those corrective actions identified by CalOptima through the audit review process.
  - 3.3 **CalOptima Oversight of Delegation.** The delegation of the functions and responsibilities stated herein does not relieve CalOptima of any of its accountability to CMS and

obligations to its Members under applicable law. CalOptima is authorized to perform and remains liable for the performance of such obligations, notwithstanding any delegation of some or all of those obligations by Provider, which will be monitored by CalOptima on an ongoing basis. In the event Provider breaches its obligation to perform any delegated duties, CalOptima shall have all remedies set forth in this Contract, including, but not limited to, penalties or termination of the delegation of such functions to Provider as set forth in this Contract. Moreover, CalOptima shall have the right to require Provider to terminate any Subcontracting provider for good cause, including but not limited to breach of its obligations to perform any delegated duties.

3.4 Review of Credentials. Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review and approve Provider's credentialing process on ongoing basis.

4. COB Requirements.

4.1 MSP Obligations. Provider agrees to comply with Medicare Secondary Payer ("MSP") requirements. Provider shall coordinate with CalOptima for proper determination of COB and to bill and collect from other payers and third-party liens such charges for which the other payer is responsible. Provider agrees to establish procedures to effectively identify, at the time of service and as part of their claims payment procedures, individuals and services for which there may be a financially responsible party other than MA Program. Provider will bill and collect from other payers such amounts for Covered Services for which the other payer is responsible.

4.2 Provider Authority to Bill Third Party Payers. Provider may bill other individuals or entities for Covered Services for which Medicare is not the primary payer, as specified herein. If a Medicare Member receives Covered Services from Provider that are also covered under state or federal workers' compensation, any no-fault insurance, or any liability insurance policy or plan, including a self-insured plan, Provider may bill any of the following— (1) the insurance carrier, the employer, or any other entity that is liable for payment for the services under section 1862(b) of the Act and 42 C.F.R. part 411 or (2) the Medicare enrollee, to the extent that he or she has been paid by the carrier, employer, or entity for covered medical expenses.

5. Reporting Requirements. Provider shall comply with CalOptima's reporting requirements in order that it may meet the requirements set forth in MA laws and regulations for submitting encounter and other data including, without limitation, 42 CFR § 422.516. Provider also agrees to furnish medical records that may be required to obtain any additional information or corroborate the encounter data.

6. Submission and Prompt Payment of Claims. Provider agrees to submit claims to CalOptima in such format as CalOptima may require (but at minimum the CMS forms 1500, UB 04 or other form as appropriate) within ninety (90) days after the services are rendered. CalOptima reserves the right to deny claims that are not submitted within ninety (90) days of the date of service, except where Provider bills a third party payor as primary. Provider agrees to refrain from duplicate billing any claims submitted to CalOptima, unless expressly approved by CalOptima in order to process coordination of benefit claims. CalOptima shall provide payment to Provider within forty-five (45) business days of CalOptima's receipt of a clean and uncontested claim from Provider, or, CalOptima will contest or deny Provider's claim within forty-five (45) business days following CalOptima's receipt thereof.

**ADDENDUM 3**  
**CAL MEDICONNECT PROGRAM REQUIREMENTS**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Cal MediConnect Program. These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. Provider shall provide services or perform other activity pursuant to this Contract in accordance with (i) applicable DHCS and CMS laws, regulations, instructions, including, but not limited to 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414, (ii) contractual obligations with CalOptima, and (iii) CalOptima's contractual obligations to CMS and DHCS.
2. Provider shall (i) safeguard Member privacy and confidentiality of Member health records (ii) comply with all federal and state laws and regulations regarding confidentiality and disclosure of medical records, or other health and enrollment information, (iii) ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (iv) maintain the records and information in an accurate and timely manner, (v) ensure timely access by Members to the records and information that pertain to them, and (vi) comply with all DHCS and CMS confidentiality requirements.
3. The performance of the Provider and its Downstream Entities is monitored by CalOptima on an ongoing basis and CalOptima may impose corrective action as necessary. Provider shall comply with all CalOptima and DHCS monitoring of performance and any monitoring requests by CalOptima and DHCS.
4. Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities, monitoring, and, public reporting to consumers as identified in CalOptima policy.
5. Provider shall submit timely and accurate encounter data and other data and reports required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.
6. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall, in its policies, administration, and services, practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, fostering in staff and Subcontractors attitudes and interpersonal communication styles that respect Members' cultural and ethnic backgrounds. Provider shall provide translation of written materials in the Threshold Languages and Concentration Languages identified by CalOptima at no higher than the sixth (6<sup>th</sup>) grade reading level.
7. Provider shall not close or limit their practice or acceptance of CalOptima Members as patients unless the same limitations apply to all commercially insured Members as well.
8. Provider shall not be prohibited from communicating or advocating on behalf of a Member who is a prospective, current, or former patient of Provider. Provider may freely communicate the

provisions, terms or requirements of CalOptima's health benefit plans as they relate to the needs of such Member; or communicate with respect to the method by which such Provider is compensated by the Contractor for services provided to the Member. CalOptima will not refuse to contract or pay Provider for the provision of covered services under the CalOptima Cal MediConnect Program solely because Provider has in good faith communicated or advocated on behalf of a Member as set forth above.

9. CMS Participation Requirements. Provider represents and warrants that: (i) neither Provider nor any of its employees or agents furnishing services under this Contract are excluded from participating in any federal or state healthcare program as defined in 42 U.S.C. Section 1320a-7b(f) ("Federal Health Care Program(s)"); (ii) Provider has not arranged or contracted with (by employment or otherwise) with any employee, contractor or agent that Provider knows or should know are excluded from participation in Federal Health Care Programs; (iii) no action is pending against Provider or any of its employees or agents performing services under this Contract to suspend or exclude such persons or entities from participation in any Federal Health Care Program; and (iv) Provider agrees to immediately notify CalOptima in the event that it learns that it is or has employed or contacted with a person or entity that is excluded from participation in any Federal Health Care Program. In the event Provider fails to comply with the above, CalOptima reserves the right to require Provider to pay immediately to CalOptima, the amount of any sanctions or other penalties that may be imposed on CalOptima by DHCS and/or CMS for violation of this prohibition, and Provider shall be responsible for any resulting overpayments.
  
10. Downstream Entity Contracts.
  - A. If any services under this Contract are to be provided by a Downstream Entity on behalf of Provider, Provider shall ensure that such subcontracts are in compliance with 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414. Such subcontracts shall include all language required by DHCS and CMS as provided in this Contract, including but not limited to, the following:
    - i. An agreement that any services or other activity performed under the subcontract shall comply with Section 1 of this Addendum 4 and Section 2.20 of the Contract.
    - ii. An agreement to (i) Member financial protections in accordance with Section 4.7 of the Contract, including prohibiting Downstream Entities from holding a Member liable for payment of any fees that are the obligation of the Provider, and (ii) safeguard Member privacy and confidentiality of Member health records.
    - iii. An agreement to comply with the inspection, evaluation, and/or auditing requirements of Section 11 of this Addendum 4 and the reporting requirements of Section 5 of this Addendum 4.
    - iv. An agreement to (i) the revocation of the delegation activities and related reporting requirements or other specified remedies in accordance with Section 12 of this Addendum 4 and 2.14 of the Contract, and (ii) monitoring and corrective action in accordance with Section 3 of this Addendum 4.
    - v. If the subcontract is for credentialing of medical providers, an agreement to the requirements of Section 13 of this Addendum 4.
    - vi. An agreement to provide a written statement to provider of the reason(s) for termination for cause as set forth in Section 14 of this Addendum 4.
    - vii. Language that specifies the Downstream Entities and related entities must comply with the federal and state laws, regulations and CMS instructions.

- viii. Notify DHCS in the even the agreement with the subcontract is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached.

B. In addition to Section 10.A of this Addendum 4, Provider shall further ensure any subcontracts with its Downstream Entities for medical providers include the following:

- i. Term of the subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received from the Provider.
- ii. An agreement that the contracted medical providers are paid under the terms of the Subcontract, including but not limited to, a mutually agreeable prompt payment provision.
- iii. An agreement that services are provided in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds, in accordance with Section 6 of this Addendum 4.
- iv. An agreement to comply with (i) the confidentiality requirements of Member records and information in accordance with Section 2 of this Addendum 4.
- v. An agreement that (i) providers shall not close or otherwise limit their acceptance of Members as patients unless the same limitations apply to all commercially insured Members, and (ii) Members shall not be held liable for Medicare Part A and B cost sharing in accordance with Section 4.7.1 of the Contract and Section 19 of this Addendum.
- vi. An agreement regarding (i) provider communication or advocacy on behalf of Members as set forth in Section 8 of this Addendum 4, and (ii) specified circumstances where indemnification is not required by provider as set forth in Section 16 of this Addendum 4.
- vii. An agreement that the medical provider assist the Provider and/or CalOptima in the transfer of care of a Member in accordance with Section 15 of this Addendum.
- viii. An agreement (i) that the assignment or delegation of the subcontract will be void unless prior written approval is obtained pursuant to Section 17 of this Addendum 4, and (ii) to notify DHCS in the manner set forth in Section 7.9 of the Contract in the event the subcontract is amended or terminated.
- ix. An agreement to (i) gather, preserve, and provide records as set forth in Section 18 of Addendum 4, and (ii) provider's right to submit a grievance in accordance with Section 8.1 of the Contract for issues arising under the subcontract related to the provision of services to CalOptima Members under the Cal MediConnect Program, as provided in CalOptima Policies relative to the Cal MediConnect Program, and excluding any contract disputes between Provider and medical provider, particularly regarding, but not limited to, payment for services under the subcontract.
- x. An agreement to (i) participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and (ii) the provision of interpreter services for Members at all provider sites in accordance with Section 2.17 of the Contract.

11. Right of Inspection, Evaluation, and Audit of Records. Provider and its Downstream Entities agree to maintain and make available contracts, books, documents, records, computer, other electronic systems, medical records, and any pertinent information related to the Contract to CalOptima, DMHC, HHS, the Comptroller General, the U.S. General Accounting Office ("GAO"), any Quality Improvement Organization ("QIO") or accrediting organizations,

including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider's provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.

12. Provider and its Downstream Entities agree to the revocation of the delegation of activities or obligations and related reporting requirements or other remedies set forth in Section 2.12 of the Contract in instances where CMS, DHCS, and/or CalOptima determines that the Provider and/or its Downstream Entities have not performed satisfactorily.
13. Review of Credentials. Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review, approve, and audit Provider's credentialing process on ongoing basis.
14. Provider Terminations. In the event a provider is terminated for cause by Professional, Provider shall provide the provider with written notice of the reason or reasons for the action and as required by applicable Federal and State laws. In the event Provider terminates a provider for deficiencies in the quality of care provided, Provider shall give notice of the action to the appropriate licensing and disciplinary agencies.
15. In addition to Section 2.15 of the Contract, Provider agrees to assist CalOptima in the transfer of care of a Member. Provider shall further assist CalOptima in the transfer of care of a Member in the event of Subcontract termination for any reason.
16. Provider is not required to indemnify CalOptima for any expenses and liabilities, including, without limitation, judgments, settlements, attorneys' fees, court costs and any associated charges, incurred in connection with any claim or action brought against CalOptima based on CalOptima's management decisions, utilization review provisions, or other policies, guidelines, or actions relative to CalOptima Cal MediConnect Program.
17. Assignment or Delegation. Provider agrees that the assignment or delegation of this Contract or subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Downstream Entity (whether in a single transaction or in a series of transactions); (ii) the change of more than twenty-five percent (25%) of the directors or trustees of Provider or Downstream Entity; (iii) the merger, reorganization, or consolidation of Provider or Downstream Entity, with another entity with respect to which Provider or Downstream Entity is not the surviving entity; and/or (iv) a change in the management of Provider or Downstream Entity from management by persons appointed, elected or otherwise selected by the governing body of Provider or Downstream Entity (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
18. Provider agrees to timely gather, preserve, and provide to DHCS or CalOptima, as applicable, any records in the Provider's or its Subcontractor's possession.



19. In addition to Section 4.7.1 of the Contract, Provider acknowledges and agrees that Medicare Parts A and B services shall be provided at zero-cost sharing to Members.

**Addendums – Attachment 1**

**STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH CARE SERVICES**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Housing For Health Orange County, Inc.

Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Contractor, please return to:

Department of Health Care Services  
Medi-Cal Managed Care Division  
MS 4415, 1501 Capitol Avenue, Suite 71.4001 P.O.  
Box 997413  
Sacramento, CA 95899-7413

If Provider Lobby , Please check this box

**Addendums – Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

0348-0046

<p>1. Type of Federal Action:</p> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement <input type="checkbox"/> loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<p>3. Report Type: initial</p> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For Material Change Only: Year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____                  Tier, if known:</p> <p>Congressional District, If known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(attach Continuation Sheets(s))</p>	<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>SF-LLL-A, If necessary)</p>	
<p>Amount of Payment (check all that apply):</p> <p>\$ _____ actual _____ planned _____</p>	<p>13. Type of Payment (Check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<p>Form of Payment (check all that apply):</p> <p>a. <input type="checkbox"/> cash                  b. <input type="checkbox"/> in-kind, specify: _____ Nature _____</p>	<p>Value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p align="center">(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503
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**Signature:**

**Email:** yunkyung.kim@caloptima.org



September 2, 2022

Mr. Larry Haynes, Chief Executive Officer  
Mercy House Living Centers  
PO Box 1905  
Santa, CA 92702

Dear Larry:

The purpose of this letter is to demonstrate our support and commitment to Mercy House's Westview PSH project and Special NOFO grant application to the Orange County CoC.

For 52 years, Share Our Selves (SOS) has provided health care and other safety-net services to low-income and underserved populations in Orange County including those defined as homeless and chronically homeless.

Under the proposed project, we will assist Mercy House in providing medical support to unsheltered homeless individuals with severe service needs by committing to the following services: full-scope primary care including preventive health care, urgent medical care, chronic disease management, women's health services and substance use disorders.

Mercy House has operated successful homeless service programs for more than 30 years and has extensive experience working with individuals with severe service needs. We have had the opportunity to be an integral service partner of their organization through the Orange County Permanent Supportive Housing Collaborative, and as their established health care services MOU partner at the Bridges at Kraemer Place Emergency Shelter providing an on-site medical/behavioral health clinic.

We fully endorse Mercy House's application and look forward to building upon our existing partnership to facilitate access to responsive, personalized, and culturally appropriate services for unsheltered individuals entering permanent supportive housing throughout our shared service area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christy Ward".

Christy Ward  
Chief Executive Officer

## Fullerton Interfaith Emergency Service dba Pathways of Hope

### "PSH for Single Adults and Families"

#### Healthcare Formal Agreements

Pathways of Hope plans to leverage healthcare resources with an independent contractor, Yasamin Farhad Ph.D., LMFT #81557, to provide mental health counseling services to provide support to households. Additionally, Pathways of Hope are in the early stages of becoming a CalAIM provider to assist participants with healthcare needs and additional supports such as creating housing plans, assisting with housing search and navigation, and ongoing housing sustainability support.



## Pathways of Hope

### Independent Contractor Agreement

This agreement made and entered into this period covering September 1, 2022, through August 31, 2023, by and between Pathways of Hope and Yasamin Farhad, Ph.D., LMFT#81557, 451 W. Lambert Rd., Ste. 212, Brea, CA 92821 herein after referred to as the Independent Contractor (IC).

Pathways of Hope finds that the IC is specially qualified for and shall provide required service for Pathways of Hope that no qualified employee is available to perform the specific needs for Pathways of Hope. The IC shall provide the following:

Provide counseling services/sessions for up to 6 participants of Pathways of Hope per month. The counseling to be provided will be individual, family or group as the needs indicate for the participants. The service is to be provided by counseling interns supervised by a licensed clinician.

Provide bi-monthly Process Groups to participants of Pathways of Hope's shelters. The service is to be provided by counseling interns supervised by a licensed clinician.

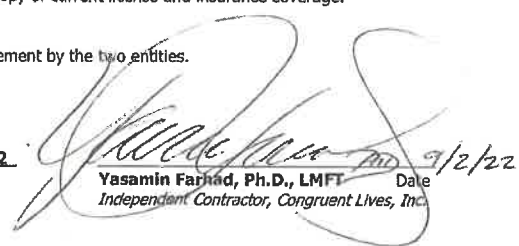
Pathways of Hope under the terms of this agreement hereby agrees to reimburse the IC for administrative costs. This cost is not to exceed \$1000 per month. Payment will be made upon receipt of services, an invoice and this signed agreement.

The IC will ascertain the proper delivery of services in accordance with the regulations set by the Board of Behavioral Sciences for licensed clinicians. The IC shall assume all other expenses incurred in the delivery of this service.

Annually the IC shall provide a copy of current license and insurance coverage.

The signature below validates this agreement by the two entities.

  
Sarah McClellan, MSW      9/2/2022  
Director of Programs, Pathways of Hope      Date

  
Yasamin Farhad, Ph.D., LMFT      9/2/22  
Independent Contractor, Congruent Lives, Inc.      Date



## FULLERTON INTERFAITH EMERGENCY SERVICE

*... rebuilding lives of the hungry and homeless*

September 1<sup>st</sup>, 2022

Dear Orange County Continuum of Care,

Pathways of Hope is in the early stages of becoming a CalAIM provider to assist the participants we serve every day with additional supportive services. The Community Supports we will be signing up for through CalAIM will include Housing Transition Navigation Services, Housing Deposits, Housing Tenancy and Sustaining Services, and Day Habilitation Programs.

The Housing Transition Navigation Services and Housing Tenancy and Sustaining Services will enhance our resources and service delivery of assisting individuals and families obtain and maintain housing through a variety of supports. These supports include creating a housing plan with the participants, assisting with housing search and navigation, landlord engagement and advocacy, and ongoing tenant education and housing sustainability support.

The Housing Deposits will further support families and individuals with certain needs that may not be covered through other grants/contracts, including medically necessary aids and services such as air conditioners, hospital beds, and lifts, to name a few. The Day Habilitation Programs will further support our ongoing efforts through case management services in working with individuals and families who need additional support in their homes. These Day Habilitation programs include basic life skills essential for chronically homeless individuals and families to thrive and sustain their housing and can include trainings on daily living skills and how to use public transportation systems.

With our soon-to-be CalAIM partnership, we will be able to further enhance our services and create more of a wraparound approach in assisting the individuals and families in our programs.

Sincerely,

  
David Gillanders  
Executive Director  
dgillanders@pohoc.org  
(714) 680-3691 ext. 2201

## Illumination Foundation

### "Housing4Health"

#### Healthcare Formal Agreements

Illumination Foundation will leverage the partnership with Illumination Foundation Medical Group (IFMG) to provide healthcare services to program participants, with an estimated 55 participants to receive health care services during the grant term. Additionally, Illumination Foundation proposes to partner with CalOptima to further connect participants to needed health supports available through CalAIM.



## Memorandum of Understanding

Between  
Illumination Foundation  
and  
Clarke Lew Medical Corp  
dba Illumination Foundation Medical Group

This Memorandum of Understanding (MOU) lays out the understanding between Illumination Foundation and Clarke Lew Medical Corp dba Illumination Foundation Medical Group (IFMG) for services to be provided by IFMG, the value of which will be used to satisfy the in-kind match requirement of the U.S. Department of Housing and Urban Development's Continuum of Care Program for Illumination Foundation's Housing4Health grant.

### Background

Illumination Foundation is a 501(c)(3) nonprofit corporation that provides targeted, interdisciplinary services designed to disrupt the cycle of homelessness. IFMG is a California professional corporation that serves the special healthcare needs of underserved populations who often lack access to consistent high-quality medical care. In an innovative partnership, IFMG provides primary care and mental health care services for Illumination Foundation clients while Illumination Foundation provides a multitude of other case management services geared toward securing permanent housing for its clients. Together, they address the social determinants of health and provide the most vulnerable members of our community access to high-quality health care, self-sufficiency, and housing stability.

### Purpose

This MOU will serve as the unconditional commitment of IFMG to provide primary care and behavioral health counseling services to Illumination Foundation clients participating in the Housing4Health project.

The above goals will be accomplished by undertaking the following activities:

1. IFMG will see program participants for regular healthcare appointments as necessary.
2. Connections to insurance and other healthcare services will be made by both IFMG and Illumination Foundation.
3. The hourly cost of the services provided is approximately \$250. The approximate value of IFMG's annual commitment to this project is \$34,587.
4. The number of clients who will receive IFMG-provided services during this grant term is estimated to be 55.
5. The term covered for this funding commitment is from September 1, 2023 to August 31, 2026.

### Reporting

During the grant period, Illumination Foundation and IFMG agree to maintain and make available for inspection records documenting the hours of service provided in order to fulfill recordkeeping requirements of the CoC Program.

### Funding

The participation of IFMG in the proposed program does not involve any disbursement of funds. IFMG's goals are in alignment with the goals of this project, including the provision of vital health services to the population of individuals experiencing homelessness.

### Duration

This MOU shall become effective upon signature by the authorized officials from Illumination Foundation and IFMG and will remain in effect through August 31, 2026.

### Contact Information

Pooja Bhalla  
Co-Chief Executive Officer, Illumination Foundation  
pballa@ifhomeless.org  
949-273-0555

Clarke Lew, M.D.  
President, Clarke Lew Medical Corp dba Illumination Foundation Medical Group  
clew@ifmedicalgroup.com  
949-243-7788



Date: August 31, 2022  
Pooja Bhalla, Co-CEO, Illumination Foundation



Date: August 31, 2022  
Clarke Lew, President, Clarke Lew Medical Corp

## Families Forward

### "Rapid Rehousing for Veterans and Military Connected Families"

#### Healthcare Formal Agreements

Families Forward proposes to leverage in-house mental health counseling services, partnership with the Child Guidance Center for more specialized or longer-term treatment needed for program participants and Share Our Selves for program participants needing referrals to dental, pediatric, and women's health resources. Additionally, Families Forward also utilizes relationships with Orange County Head Start, Inc., Latino Health Access and Families Together of Orange County to support the overall health of program participants.



**MEMORANDUM OF UNDERSTANDING  
Orange County Head Start, Inc.**

This Memorandum of Understanding (MOU) is entered into this 18th day of March, 2021, between Orange County Head Start, Inc. (OCHS) and Families Forward (FF) and will be collectively referred to as "Parties". This MOU constitutes an understanding and agreement to provide services as set forth hereafter.

OCHS and FF have approved this mutual beneficial partnership to provided services for children and families at FF designated locations.

**1. Parties Responsibilities:**

**Families Forward (FF) will:**

- refer pregnant women and families with children ages 0-5 to OCHS;
- assign a contact person to follow up on said referrals;
- help promote OCHS services;
- allow OCHS the opportunity to present the OCHS program to FF staff.

**Orange County Head Start, Inc., (OCHS) will:**

- provide a copy of the OCHS Referral Form;
- provide the Documentation Checklist;
- provide a list of the OCHS School Centers;
- assign a contact person to follow up on referrals;
- assign referral priority to families referred by FF;
- help promote FF services via agency website and internal communication;
- share new resources in the community with FF.

**2. Confidentiality:**

Neither party during or after termination or expiration of this MOU should divulge to any person or persons or otherwise make use of any trade secret or confidential information concerning the business, finances or clients of either party or any of its dealings, transactions, affairs or, trade secrets. "Confidential Information" shall include all information that has been specifically designated as confidential by either party, and any information in all forms including computer readable form that relates to the commercial and financial activities of OCHS or FF, the unauthorized disclosure of which would harm, or prejudice Parties. Confidential information includes without limitation the names and addresses of participants and standard terms and conditions, terms of engagement reports. Information already in the public domain is not confidential unless such information arrives there by unauthorized means.

**3. Indemnification:**

The parties will defend, indemnify, and hold harmless the opposing party, and its agents, contractor, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the responsible party or its respective agents, contractor, or employee during or related in any way to the Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of responsible party.

**4. Insurance:**

Each party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. Additional each party shall provide workers' compensation coverage with the statutory requirements of California law.

**5. Terms of Understanding:**

The term of this MOU is for a period of five years from the effective date of this agreement and may be extended upon written mutual agreement. MOU shall be reviewed on yearly basis by OCHS and FF, to ensure that this MOU is fulfilling its purpose and to make revisions if necessary.

Either party may terminate this MOU upon thirty (30) day written notice without penalties or liabilities.

**6. Authorization**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the set objectives in this MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further implementation.

Orange County Head Start, Inc.  
2501 S. Pullman St., Suite 100  
Santa Ana, CA 92705

Families Forward  
8 Thomas  
Irvine, CA 92618



Families Forward has played the role of the housing agency for Strong Families, Strong Children Collaborative since its inception and provides housing support for all military connected families of the collaborative. Families Forward is an active member participating in all activities and working to help develop and improve all services provided to the veteran-connected families that are seeking assistance. For these reasons, I am pleased to write this letter of support on behalf of Families Forward. Families Forward is a critical safety net organization working towards ending family homelessness in Orange County and knows the specific needs of veterans and their families.

Sincerely,



Lori Pack, LCSW, CEO  
Chief Executive Officer  
Child Guidance Center, Inc.

P-9c. Lived Experience Support Letter

September 19, 2022

Office of Special Needs Assistance Programs  
Community Planning and Development  
U.S. Department of Housing and Urban Development  
Washington DC, 20410

RE: Letter of Support for the 2022 CoC Plan to Addressing Unsheltered Homelessness

To Whom It May Concern:

This letter is to express the strong support for the application that the Orange County Continuum of Care (CoC) CA-062 is submitting to the U.S. Department of Housing and Urban Development (HUD) under the 2022 CoC Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity (Special NOFO). The County of Orange who functions as the Collaborative Applicant for the Orange County CoC and the CoC including the persons first-hand experience in homelessness, helped to create a community-wide plan to effectively address and reduce unsheltered homelessness in our communities (CoC Plan).

The Collaborative Applicant sought advice from community members while crafting the CoC Plan and carefully considered input from the persons with current or past lived experience of homelessness signing this letter. The CoC Plan focuses on persons experiencing unsheltered homelessness in the CoC, particularly those with severe service needs and awareness that underserved communities such as BIPOC, LGBTQ+, and persons with disabilities are more likely to experience homelessness than their White, heterosexual, gender conforming, and non-disabled peers.

The Orange County CoC has been working to implement and design new approaches to, establish policies for, and garner increased funding to resolve unsheltered homelessness in the community. Together, the Orange County CoC and the Lived Experience Advisory Committee are working to make a measurable difference in the level of unsheltered homelessness in our region. The potential funding from the Special NOFO gives us great hope that additional housing solutions can be made available to reduce the number of people experiencing unsheltered homelessness. If selected as community, we will continue to be involved to support implementation of the CoC Plan.

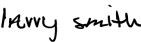
Attached are our signatures certifying our qualifications as persons with current or past lived experience of homelessness and our commitment help our community prevent and

address unsheltered homelessness in the Orange County CoC.


Sincerely,  
Lived Experience Advisory Committee  
Orange County CoC


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 9/19/2022  
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Callie Rutter, Committee Co-Chair

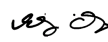
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Kymberly McClain

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Larry Smith

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Nichole Gideon

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Paul Kaiser

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Robert Morse

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Elizabeth Casillas