

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.15  
(ID # 20730)

**MEETING DATE:**

Tuesday, January 10, 2023

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Accept Grant Funds from the California Department of Health Care Services (DHCS) awarded through the Inland Empire Health Plan (IEHP) in the amount of \$32,600,000 and Molina Healthcare of California (Molina) in the amount of \$2,495,000 for the Housing and Homelessness Incentive Program (HHIP); Approve the Form of the HHIP Agreement Template; Authorize the HWS Director to execute HHIP Agreements with IEHP and Molina through March 31, 2024; Authorize the HWS Director to execute individual Subrecipient Agreements with HHIP service providers for eligible activities, including to provide up to \$5,500,000 for the City of Palm Springs Navigation Center, and up to \$400,000 to the City of Corona Harrison Shelter, Navigation Center, and Respite Care; All Districts. [Total Cost: \$35,095,000; 100% State Funding]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept grant funds from the California Department of Health Care Services (DHCS) in the amount of \$35,095,000, awarded through the Inland Empire Health Plan (IEHP) in the amount of \$32,600,000 and Molina Healthcare of California (Molina) in the amount of \$2,495,000, for the Housing and Homelessness Incentive Program (HHIP), on behalf of Riverside County to support rapid rehousing for Medi-Cal families and youth, and interim housing for aging and disabled populations;
2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to administer all actions necessary and sign all documents related to the administration of the HHIP grant funds;

Continued on page 2

**ACTION: Policy, 4/5 Vote Required, A-30**

  
Heidi Marshall, Director 12/22/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 10, 2023  
xc: HWS

Kimberly Rector  
Clerk of the Board

By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Approve the form of the attached HHIP Agreement Template (Attachment C), substantially as to form and as approved as to form by County Counsel, for use between the County of Riverside and individual Medi-Cal Managed Care Plan (MCP) providers within Riverside County, for eligible activities under HHIP;
4. Authorize the HWS Director, or designee, to execute individual HHIP Agreements, substantially conforming in form and substance to the Template and as approved as to form by County Counsel, commencing on or after January 10, 2023 and terminating by March 31, 2024, for eligible activities with IEHP in the total amount not to exceed \$32,600,000, and Molina in the total amount not to exceed \$2,495,000.
5. Authorize the HWS Director, or designee, to approve and execute amendments to modify existing agreements, or to execute individual subrecipient agreements, with the service providers listed in Attachment D, based on availability of fiscal funding and as approved as to form by County Counsel, to provide HHIP funding in the amounts allocated therein for eligible activities, commencing on or after January 10, 2023 and terminating by March 31, 2024, in the total amount not to exceed \$7,971,108.17, as detailed in Attachment D - HHIP Budget Allocation Table;
6. Authorize the HWS Director, or designee, to approve and execute an amendment to the Homeless Management Information System (HMIS) Agreement HHPWSCoC-0000033 with Bitfocus, Inc., based on availability of fiscal funding and as approved as to form by County Counsel, to increase the total compensation by an amount not to exceed \$1,775,000 in HHIP funding for an increased number of licenses, increased member matching capabilities, and to perform system enhancements to meet HHIP performance metrics and data sharing requirements;
7. Authorize the HWS Director, or designee, to approve and execute individual subrecipient agreements with the City of Palm Springs and the City of Corona, based on availability of fiscal funding and as approved as to form by County Counsel, commencing on or after January 10, 2023 and terminating by March 31, 2024, for the City of Palm Springs Navigation Center in the total amount not to exceed \$5,500,000, and the City of Corona Harrison Shelter, Navigation Center, and Respite Care in the total amount not to exceed \$400,000;
8. Authorize the HWS Director, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments that exercise the options of the agreements funded by the HHIP grant, including modifications of the statements of work that stay within the intent of the agreement; and (b) sign amendments to the compensation provisions of the agreements funded by the HHIP grant, including moving the allocated funds among the service providers; and
9. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A (FY 22/23 Budget Adjustment) attached.



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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 25,871,250	\$ 8,623,750	\$35,095,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funding			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 22/23 - 23/24	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The California Advancing and Innovating Medi-Cal (CalAIM) is a long-term California Department of Health Care Services (DHCS) initiative to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory. This includes launching Enhanced Care Management (ECM) benefit and optional Community Supports (CS). DHCS has developed several incentive programs to support CalAIM implementation, one of which is the Housing and Homelessness Incentive Program (HHIP). HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are \$1.288 billion one-time funds. Funding will be available through March 31, 2024. Funds flow from DHCS to Medi-Cal Managed Care Plans (MCPs) to:

1. reduce and prevent homelessness, and
2. ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funding can support and facilitate coordination between health plans and other entities. Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

<b>Priority Area 1: Partnerships and Capacity to Support Referrals for Services</b>	<b>Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs</b>	<b>Priority Area 3: Delivery of Services and Member Engagement</b>
1.1 Engagement with CoC, such as but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	2.1 Connection with street medicine team that is providing healthcare for individuals who are homeless <b>Priority Measure*</b>	3.1 Percent of MCP Members screened for homelessness/risk of homelessness
1.2 Connection and integration with the local homeless coordinated entry system <b>Priority Measure*</b>	2.2 MCP connection with the local Homeless Management Information System (HMIS) <b>Priority Measure*</b>	3.2 MCP Members screened for homelessness or risk of homelessness were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period

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1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports services or other housing related services to MCP members experiencing homelessness	2.3 MCP process for tracking and managing referrals for housing-related Community Supports offered during the measurement period, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalities Housing 6. Day Habilitation Programs	3.3 MCP members experiencing homelessness who were successfully engaged in ECM
1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching <b>Priority Measure*</b>		3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports, including: 1. Housing Transition Services 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post Hospitalization Housing 6. Day Habilitation Programs <b>Priority Measure*</b>
1.5 Data sharing agreements with county MHP and DMC-ODS (if applicable)		3.5 MCP Members who were successfully housed <b>Priority Measure*</b>
1.6 Partnerships and strategies the MCP will develop to address disparities and equity in services delivery, housing placements, and housing retention (aligns with HHAP-3)		3.6 MCP who remained successfully housed <b>Priority Measure*</b>
1.7 Lessons learned from development and implementation of Investment Plan (IP)	<b>Note: Priority Measures*</b> will be weighted heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)	

Health Plans can flow incentive funding to partners who are leading efforts on the ground. To that end, the Inland Empire Health Plan (IEHP) and Molina Healthcare of California (Molina) have partnered with the County of Riverside Department of Housing and Workforce Solutions (HWS) to provide significant investments in ten (10) IEHP investment activities and seven (7) Molina investment activities as detailed in Attachment A - IEHP and Molina HHIP Investment Plan Workbook. Funds will be awarded directly to HWS and will be used to:

1. Modify existing agreements or execute individual subrecipient agreements to provide HHIP funding for rapid re-housing, tenant based rental assistance, and emergency shelter,
2. Modify existing agreements or execute individual subrecipient agreements to provide HHIP funding for the integration of street medicine professionals in each of the street outreach teams,
3. Investment in RUHS-Behavioral Health housing program serving individuals with severe mental health challenges and substance use disorders, and community supports,
4. Capital project investments for permanent supportive housing, including the City of Palm Springs Navigation Center (\$5,500,000) and City of Corona Harrison Shelter, Navigation Center, and Respite Care (\$400,000);



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5. Investments and enhancements in Coordinated Entry System (CES), and the Homeless Management Information System (HMIS); and
6. Funding to support the More than a Count initiative during the annual Homeless Point in Time Count.

**Impact on Residents and Businesses**

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, youth, families, and to address housing insecurity and instability as a social determinant of health for the Medi-Cal population in Riverside County.

**Additional Fiscal Information**

IEHP and Molina will make 100% of grant award to the County in advance of HHIP draw-down schedules once a fully executed agreement is in place between IEHP, Molina and the County. The HHIP Initiative undertaking is funded 100% by California Department of Health Care Services. The HHIP Funding awarded amounts include:

<b>Agency Name</b>	<b>Funding Amount</b>
Inland Empire Health Plan	\$ 32,600,000
Molina Healthcare	\$ 2,495,000
<b>Total</b>	<b>\$ 35,095,000</b>

**Contract History and Price Reasonableness**

The Riverside County Continuum of Care (CoC) Committee has reviewed and strongly supports the Investment Plan submitted by IEHP and Molina for the HHIP. The HWS Department serves as the CoC Lead Agency and Administrative Entity for the Riverside County (CoC) and works alongside over 200 public, private, non-profit and faith-based organizations to coordinate responses to address homelessness across the region. These efforts include the implementation of a 5-Year Homeless Action Plan which represents the roadmap used by the County, partnering cities, and provider agencies.

IEHP and Molina provide invaluable programs and services which are imperative to help residents experiencing housing insecurities in Riverside County. IEHP has been an active participant on the CoC since January 1, 2021, as well as a voting member. Molina has been a voting member since January 2019. Both agencies serve on the CoC's Policy and Advocacy Committee and Health Care and Behavioral Health workgroup, in addition to the CoC's Independent Review Panel and have helped evaluate applications received for the HUD Continuum of Care Program. IEHP and Molina have also worked collaboratively to develop a Local Homeless Plan and are very engaged in the Riverside Behavioral Health Subcommittee.

Funds from the program will be used to supplement existing agencies who are contracted by our department to administer street outreach services. All of the agencies went through a competitive bid application process to receive funding on March 04, 2020. HWS worked directly with County of Riverside Purchasing & Fleet Services Department to release three competitive bid applications between March 25 through April 12, 2021. There were a total of 29 applications

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received (12) street outreach, (11) emergency shelters, and (6) rapid rehousing. Agencies who submitted applications and were awarded funding through the Emergency Solutions Grant (ESG) - Corona Virus (CV) Program. Since 2020, the contracted agencies have been providing coordinated street outreach and engagement services across 100% of the county region and in all five districts. As a result of the high success in utilizing a centralized command model for street outreach, HHIP funding will be used to extend funding and the period of performance to these agencies for an additional 12-month period.

Before the transition from the Riverside County Department of Public Social Services (DPSS) to HHPWS, the Riverside County Continuum of Care (CoC) Coordination Oversight, Reporting and Evaluation (CORE) released a Request for Proposal (RFP) for a Homeless Management Information System (HMIS) on May 24, 2018. The RFP was advertised on the DPSS Homeless programs website and was sent to all the CoC Community Partners. The bid closed on July 6, 2018. Three Bids were received and, after careful evaluation, Bitfocus, Inc. was selected.

**ATTACHMENTS:**

- |                |   |
|----------------|---|
| • SCHEDULE A   | <u>BUDGET ADJUSTMENT</u>                      |
| • ATTACHMENT A | IEHP and Molina HHIP Investment Plan Workbook |
| • ATTACHMENT B | IEHP and Molina Award Letter                  |
| • ATTACHMENT C | HHIP Agreement Template                       |
| • ATTACHMENT D | HHIP Budget Allocation Table                  |

Prev.Agn.Ref.: (01/25/2022 3.32) (11/16/2021 3.8)

  
Heydee Koury, Sr Accountant - Auditor 12/22/2022

  
Gregg Gu, Chief Deputy County Counsel 12/30/2022



SCHEDULE A  
Housing and Workforce Solutions  
Budget Adjustment  
Fiscal Year 2022/2023

Increase in Appropriations:

21300-5500300000-510320	Temporary Salaries	\$ 1,000,000
21300-5500300000-525440	Professional Services	\$ 1,000,000
21300-5500300000-536200	Contrib To Non-County Agency	\$23,871,250

Increase in Estimated Revenues:

21300-5500300000-755680	CA- Other Operating Grants	\$25,871,250
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## IEHP Investment Plan Workbook

	Investment Activity	Gap/Need Addressed	Proposal Description	Final Amount Allocated
1	CoC Support	Enhance partnership between MCP and CoC's.	<ul style="list-style-type: none"> <li>\$1M Riverside CoCs to supplement existing HHAP financial plans and strengthen housing-related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) by end of January 2023.</li> </ul>	\$2,500,000
			<ul style="list-style-type: none"> <li>\$1.5M over 3 years to support the Point-in-Time County of Riverside "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count. First payment to help support 2023 PIT count by end of January 2023.</li> </ul>	
2	CES Support	Improve connection and integration with local CES	<ul style="list-style-type: none"> <li>\$500,000 to support Riverside County's CES' infrastructure development and enhancement including, software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees) by end of Q2 2023.</li> </ul>	\$500,000



## IEHP Investment Plan Workbook

3	<i>Community Supports Services Enhancement</i>	Provide more medically appropriate and cost-effective housing-related	<ul style="list-style-type: none"> <li>\$250,000 to enhance community supports vendors to incentivize landlords by end of Q1 2023</li> </ul>	\$750,000
		Community Supports services or other housing-related services to MCP members who are experiencing homelessness.	<ul style="list-style-type: none"> <li>\$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services by end of Q1 2023</li> </ul>	
4	<i>CoC collaboration and partnerships</i>	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching.	<ul style="list-style-type: none"> <li>\$2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services by end of Q2 2023.</li> </ul>	\$2,000,000

## IEHP Investment Plan Workbook

5	<i>DMC-ODS Support and Collaboration</i>	MHP and DMC-ODS do not capture housing status. (1.MHP and DMC-ODS do not capture housing status (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• \$500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs by end of Q3 2023.</li> </ul>	\$500,000
6	<i>Permanent Supportive Housing</i>	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• 10.5 million over 3 years to support the CoC's development/infrastructure for 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use. First capital payments by end of Q1 2023.</li> </ul>	\$10,500,000



7	<i>Disparities and Equity Services Support</i>	Address disparities and equity in service delivery, housing placements, and housing retention.	<ul style="list-style-type: none"> <li>\$1M to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions by end of Q2 2023.</li> </ul>	\$2,000,000
			<ul style="list-style-type: none"> <li>\$1M to address disparities and equity by supporting entities who provide services to the LGBTQ+ and HIV population by end of Q2 2023.</li> </ul>	
8	<i>Street Medicine Support</i>	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information.	<ul style="list-style-type: none"> <li><b>\$1M for IEHP to directly contract with a street medicine provider/teams</b> who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response by January 31, 2023.</li> </ul>	\$6,100,000
			<ul style="list-style-type: none"> <li>\$5.1M to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams by end of Q2 2023.</li> </ul>	

## IEHP Investment Plan Workbook

9	<i>HMIS Collaboration and Enhancement</i>	HMIS is not being used to its fullest potential.	<ul style="list-style-type: none"> <li>\$750,000 to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system-performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. By end of Q2 2023.</li> </ul>	\$750,000
			<ul style="list-style-type: none"> <li>\$2M to incentivize Riverside County HMIS to increase member matching capabilities, and to send timely alerts when there is a change in an IEHP member's housing status.</li> </ul>	
10	<i>Community Supports</i>	Increasing Community Support Providers and housing-related care services.	<ul style="list-style-type: none"> <li>\$2M to expand the network of Community Support Providers as well as augment housing-related care services to include; increased case management services in clinics, behavioral health Staffing, respite beds, and substance abuse and/or prevention programs by end of Q2 2023.</li> </ul>	\$2,000,000
			<ul style="list-style-type: none"> <li>\$2M to incentivize IEHP's Community Support's network Providers to accept a higher volume of referrals from IEHP.</li> </ul>	



## IEHP Investment Plan Workbook

11	Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	\$5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds.	\$5,000,000
			<ul style="list-style-type: none"><li>\$7M to incentivize housing service-related Providers to house IEHP Members</li></ul>	
			<ul style="list-style-type: none"><li>\$4M incentive dollars for those Providers to keep the IEHP Members housed through October 31, 2023.</li></ul>	
\$32,600,000				

Investment Activity	Gap or Need Addressed	Proposal Description	Final Amount Allocated
1. Expansion of Affordable Housing in Riverside County	MCP members lack immediate and equitable access to housing.	<p>a. Investment catalyzes a pipeline of 2,442 units set to start to construction within next 2 years and 6,936 set to start over the next 5 years.</p> <p>b. \$1.2 Billion in development set to start within 2 years.</p> <p>c. County to match investment 1:1 and overall investment is leveraged 24:1 within 2 years.</p> <p>d. Units in pipeline for the County's diverse population of farmworkers, seniors, homeless, families, those with HIV/AIDs, etc</p>	\$1,000,000
2. Increase Housing and Services for Homeless	MCP members lack immediate and equitable access to housing.	<p>a. The CoC is requesting \$14M to support 808 beds through the 2022 HUD CoC Competition due 09/30/22.</p> <p>b. CoC's receive extra points on the application for partnering with health care systems and receiving a 25% cash or in-kind match.</p> <p>c. Match dollars can be used to increase the number of persons assisted towards housing and facilitate linkages to healthcare treatment for physical health, mental health, and substance use.</p>	\$350,000
3. Street Medicine Teams	While there are some existing street medicine services available, most are limited in scope. Additionally, there is a lack of coordination for robust, integrated street medicine in the county.	<p>a. Integrate street medicine professionals into 5 supervisorial CoC-funded street outreach teams.</p> <p>b. The County and CoC fund street outreach at \$4.4M Annually through a one-time allocation of ESG-CV funds.</p> <p>c. Teams are comprised of community based and county departments such as Housing Authority, Adult Services, Behavioral Health, Path of Life, Valley Restart, LightHouse Social Services, Coachella Valley Rescue Mission, Operation Safehouse, Step-up on Second, Starting Over, City Net and Social Work Action Group.</p> <p>a. Strategically place and coordinate transportation, medical screenings and interim placements for vulnerable adults identified during the day of the count.</p>	\$170,000

4. Point-in-Time County of Riverside "More Than a Count" Initiative	Insufficient resources to fund, staff, and coordinate the PIT count.	b.County innovative program – has not been implemented in any other county.	\$50,000
		c.Utilize a Promotores Model which incorporates persons with lived experience to act as community advocates and facilitate linkages to various systems of care.	
5.Homeless Management Information System	Low percentage of Managed Care Plans (MCP) members assessed and connected to the homeless services system. There is also an inability to track and report MCP member outcomes.	a. Expand the CoC's No Wrong Door Approach by increasing the number licenses available (by 150) to support users across all sectors and forward-facing dashboards to measure project and system-performance towards achieving metrics	\$25,000
6.Palm Springs Navigation Center	MCP members lack immediate to shelter, the navigation center will provide beds and services to point members to needed housing resources.	a.Will directly support capital improvements for the shelter's respite care program.	\$500,000
		b.\$2M will cover capital costs and \$3M for 3 years to support operational costs.	
		c.The center will support 10 respite care beds and a total of 60 shelter beds	
7.Corona Harrison Shelter/Navigation Center and Respite Care Operations	MCP members lack immediate to shelter, the navigation center will provide respite care and services to point members to needed housing resources.	a.Request will support operational expenses for 4 years of emergency shelter, post hospital respite care and crisis stabilization services	\$400,000
		b.Center will support 5 post hospital respite care beds, 30 low barrier emergency shelter beds for males and 5 low barrier emergency shelter beds for females for a total of 40 emergency shelter beds	
		c.Respite care patients will have the option to be transitioned to regular emergency shelter beds that will provide crisis stabilization services and a path to permanent housing through the City's Permanent Supportive Housing and Tenant Based Rental Assistance Programs	

**\$2,495,000**



November 15, 2022

County of Riverside  
Attn: Heidi Marshall  
3403 Tenth Street, Suite 310  
Riverside, CA 92501

**Housing and Homelessness Incentive Program (HHIP)**

**RE: Award Announcement – County of Riverside**

**Investment Amount: \$32,600,000.00 from IEHP and \$2,495,000.00 From Molina**

**Total Amount: \$35,095,000.00**

Dear Heidi Marshall:

The Inland Empire Health Plan (IEHP), along with Molina Healthcare, are participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. IEHP and Molina Healthcare are pleased to announce that the County of Riverside has been allocated funding that is earnable up to the amount of **\$35,095,000.00**. This letter constitutes notice of the investment amount for use in the County of Riverside.

The County of Riverside will be eligible to receive investment funds after an Agreement between both parties is fully executed. Please be advised that investment funds are subject to the terms and conditions set forth in the Agreement. Attached, you can find the Investment Plan for each agency which details funding activities conforming with eligible activities under HHIP.

We are excited about this partnership and look forward to the collaboration. For further information or if you have any questions, please contact Matthew Wray, Director, Health Services Special Initiatives, IEHP at [Wray-M@iehp.org](mailto:Wray-M@iehp.org), or Dave White, Program Manager, Molina Healthcare at [David.white@molinahealthcare.com](mailto:David.white@molinahealthcare.com).

Sincerely,

Dr. Takashi Wada, MD, MPH  
Chief Medical Officer  
Inland Empire Health Plan

Insert Signatory for  
Molina Health Plan





November 15, 2022

County of Riverside  
Attn: Heidi Marshall  
3403 Tenth Street, Suite 310  
Riverside, CA 92501

The California Advancing and Innovating Medi-Cal (CalAIM), Enhanced Care Management and Community Supports- Housing and Homelessness Incentive Program (HHIP)

**RE: Award Announcement – County of Riverside**

**Award Amount: \$32,600,000.00 from IEHP and \$2,495,000.00 From Molina**

**Total Amount: \$35,095,000.00**

Dear Heidi Marshall:

The Inland Empire Health Plan, along with Molina Healthcare of California, is pleased to announce that the County of Riverside has been awarded through the California Advancing and Innovating Medi-Cal (CalAIM), Enhanced Care Management and Community Supports-Housing and Homelessness Incentive Program (HHIP) a grant in the amount of **\$35,095,000.00**. This letter constitutes notice of the award for use in the County of Riverside.

The County of Riverside will receive its full disbursement of funds after an Agreement between both parties is fully executed. Please be advised that this award is subject to the terms and conditions set forth in the Agreement. Attached, you can find the Investment Plan for each agency which details funding activities conforming with eligible activities under HHIP.

We are excited about this partnership and look forward to the collaboration. For further information or any follow up questions, please contact Matthew Wray, Director, Health Services Special Initiatives at [Wray-M@iehp.org](mailto:Wray-M@iehp.org) or Neeta Alengadan, Associate Vice President, Healthcare Services at [Neeta.Alengadan@molinahealthcare.com](mailto:Neeta.Alengadan@molinahealthcare.com).

Sincerely,

Insert Signatory for  
Inland Empire Health Plan

Neeta Alengadan  
Associate Vice President, Healthcare Services  
Molina Healthcare of California

**[CONTRACTOR]**

**And**

**County of Riverside  
Department of Housing and Workforce Solutions**

**Housing and Homelessness Incentive Program**

**HWSCoC-0000000**



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## List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

## List of Attachments

Attachment I – PII Privacy and Security Standards

Attachment II – HIPAA Business Associate Agreement

Attachment III IEHP and Molina HHIP Investment Plan Workbook

This Agreement for the Housing and Homelessness Incentive Program (herein referred to as "Agreement") is made and entered into this   [DATE]   day of   [MONTH]  , 202  , by and between   [CONTRACTOR NAME]  , a California health plan organization, (herein referred to as "CONTRACTOR") and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, the Inland Empire Health Plan (IEHP), along with Molina Healthcare of California (Molina), are participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. DHCS has developed several incentive programs to support the California Advancing and Innovating Medi-Cal (CalAIM) implementation, one of which is the Housing and Homelessness Incentive Program; and,

WHEREAS, IEHP and Molina have partnered with the COUNTY's Department of Housing and Workforce Solutions (herein referred to as "HWS") to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, IEHP and Molina provided the COUNTY an award notice dated November 15, 2022 announcing that the COUNTY was allocated up to \$34,495,000 in HHIP funds through the California Advancing and Innovating Medi-Cal (CalAIM), Enhanced Care Management and Community Supports-Housing and Homelessness Incentive Program (Grant Funds); and,

WHEREAS, the COUNTY accepted HHIP Grant Funds from the California Department of Health Care Services (DHCS) awarded through IEHP in the amount of \$32,000,000 and Molina Healthcare in the amount of \$2,495,000; and,

WHEREAS, the COUNTY will be eligible to receive full disbursement of funds after agreements with both parties are fully executed; and,

WHEREAS, the CONTRACTOR desires to contract with the COUNTY for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rental assistance and rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees; (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need.

NOW, THEREFORE, the parties agree as follows:

#### 1. DEFINITIONS

- A. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- B. "Budget Modification" means any change on the dollar amounts of budget line items without



any change on the overall total grant amount awarded of this agreement.

- C. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- D. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.
- E. "CONTRACTOR" refers to [CONTRACTOR NAME] including its employees, agents, representatives, subcontractors and suppliers. CONTRACTOR and [CONTRACTOR NAME] are used interchangeably in this Agreement.
- F. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- G. "DHCS" refers to the California Department of Health Care Services.
- H. "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- I. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to [funding legislation]. HHIP and Program are used interchangeably in this Agreement.
- J. "HMIS" refers to the Riverside County Homeless Management Information System.
- K. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- L. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.
- M. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- N. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- O. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- P. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.
- Q. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- R. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.
- S. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.
- U. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- V. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

HWS shall provide all services as outlined and specified in Schedule B, Scope of Services, attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through March 31, 2024, unless terminated earlier. HWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. The parties agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by [DATE]. This estimated end date for full performance of all services provided to the Target Population may be extended to a date no later than March 31, 2024, as needed by the parties with written approval from [CONTRACTOR NAME].

4. COMPENSATION

[CONTRACTOR NAME] shall pay COUNTY for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions, attached hereto and incorporated herein as referenced. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. One hundred percent (100%) of HHIP funds allocated to COUNTY pursuant to this Agreement shall be Expended by March 31, 2024 ("Expenditure Deadline").



5. CONFIDENTIALITY

The parties shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

6. ASSIGNMENT

Neither party shall assign any interest in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest herein without written consent of the other party shall be deemed void and of no force or effect.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, the parties shall comply with the more restrictive law or regulation.

8. NOTICES

All notices, Invoices, financial documents, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

[CONTRACTOR NAME]:

[CONTRACTOR NAME]  
[ADDRESS]  
[CITY, STATE ZIPCODE]

HWS:

Department of Housing and Workforce Solutions  
3403 10th Street Suite 300  
Riverside, CA 92501

9. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. HWS shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second

mediation session shall be required if the first session is not successful. The parties shall equally share the cost of the mediations.

10. **MODIFICATION OF TERMS**

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.

11. **TERMINATION**

This Agreement may be terminated without cause by either party by giving thirty (30) days prior written notification to the other party.

12. **SIGNED IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

13. **ELECTRONIC SIGNATURES**

Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

14. **ENTIRE AGREEMENT**

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for [CONTRACTOR NAME]:	Authorized Signature for COUNTY:
Printed Name of Person Signing: [NAME]	Printed Name of Person Signing: Heidi Marshall
Title: [TITLE NAME] [CONTRACTOR NAME]	Title: Director Housing and Workforce Solutions
Date Signed:	Date Signed:

Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

HHIP funds will be disbursed in one lump sum to the COUNTY (Grantee) in an amount not to exceed [AMOUNT] upon receipt of the fully executed Agreement between both parties.

A.2 INELIGIBLE COSTS

HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Housing and Homelessness Incentive Program and the eligible uses as identified in [funding legislation].

A.3 EXPENDITURE OF FUNDS

HWS shall Expend one hundred percent (100%) of all funds under this Agreement by the Expenditure Deadline unless approved by [CONTRACTOR NAME] in writing.

A.4 FISCAL ACCOUNTABILITY

- a. HWS agrees to manage funds received through [CONTRACTOR NAME] in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.
- b. HWS must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards.

Schedule B  
Scope of Services

## B.1 SCOPE OF SERVICES

### A. Project Description

#### Housing and Homeless Incentive Plan

The California Advancing and Innovating Medi-Cal (CalAIM) is a long-term California Department of Health Care Services (DHCS) initiative to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory. This includes launching Enhanced Care Management (ECM) benefit and optional Community Supports (CS). DHCS has developed several incentive programs to support CalAIM implementation, one of which is the Housing and Homelessness Incentive Program (HHIP). HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are \$1.288 billion one-time funds. Funding will be available through March 31, 2024. Funds flow from DHCS to Managed Care Plans (MCPs) to: 1. reduce and prevent homelessness; and 2. ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funding can support and facilitate coordination between health plans and other entities. Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
<b>1.1 Engagement with CoC</b> , such as, but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	<b>2.1 Connection with street medicine team</b> that is providing healthcare for individuals who are homeless Priority Measure*	<b>3.1 Percent of MCP Members screened for homelessness/risk of homelessness</b>
<b>1.2 Connection and integration with the local homeless Coordinated Entry System</b> Priority Measure*	<b>2.2 MCP connection with the local Homeless Management Information System (HMIS)</b> Priority Measure*	<b>3.2 MCP Members screened for homelessness or risk of homelessness who were discharged from an inpatient setting</b> or have been to the emergency department for services two or more times in a 4-month period
<b>1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports</b> services or other housing-related services to MCP members experiencing homelessness	<b>2.3 MCP process for tracking and managing referrals for housing-related Community Supports</b> offered during the measurement period, including:	<b>3.3 MCP members experiencing homelessness who were successfully engaged in ECM</b>
<b>1.4 Partnerships with counties, CoC, and/or organizations</b> that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching Priority Measure*	1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs	<b>3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports</b> , including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs Priority Measure*
<b>1.5 Data sharing agreement with county MHPs and DMC-ODS</b> (if applicable)		<b>3.5 MCP Members who were successfully housed</b> Priority Measure*
<b>1.6 Partnerships and strategies the MCP will develop</b> to address disparities and equity in service delivery, housing placements, and housing retention (aligns w/ HHAP-3)		<b>3.6 MCP Members who remained successfully housed</b> Priority Measure*
<b>1.7 Lessons learned from development and implementation of Investment Plan (IP)</b>	<b>Note:</b> Priority Measures* will be weighed heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)	

B. Project Detail

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with [funding legislation], and any other applicable laws.

Inland Empire Health Plan (IEHP) has partnered with the County of Riverside Department of Housing and Workforce Solutions (HWS) to provide significant investments in eleven (11) activities detailed in Attachment III - IEHP and Molina HHIP Investment Plan Workbook. Funds will be awarded directly to HWS in one lump sum.

Molina Healthcare of California has partnered with the County of Riverside Department of Housing and Workforce Solutions (HWS) to provide significant investments in seven (7) activities detailed in Attachment III - IEHP and Molina HHIP Investment Plan Workbook. Funds will be awarded directly to HWS in one lump sum.



## PII Privacy and Security Standards

## I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

## II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special

Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
  - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
  - 1. All users must be issued a unique user name for accessing PII.
  - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  - 3. Passwords are not to be shared.
  - 4. Passwords must be at least eight (8) characters.
  - 5. Passwords must be a non-dictionary word.
  - 6. Passwords must not be stored in readable format on the computer or server.
  - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  - 8. Passwords must be changed if revealed or compromised.
  - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
  - J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
    - 1. Data is confidential;
    - 2. Systems are logged;
    - 3. System use is for business purposes only, by authorized users; and
    - 4. Users shall log off the system immediately if they do not agree with these requirements.
  - K. System Logging.
    - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
    - 2. The audit trail shall:
      - a. Be date and time stamped;
      - b. Log both successful and failed accesses;
      - c. Be read-access only; and
      - d. Be restricted to authorized users.
    - 3. If PII is stored in a database, database logging functionality shall be enabled.
    - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
  - L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
  - M. Transmission Encryption.
    - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
    - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
    - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
  - N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- III. AUDIT CONTROLS
- A. System Security Review.
    - 1. The Contractor must ensure audit control mechanisms are in place.
    - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
    - 3. Reviews should include vulnerability scanning tools.
  - B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
  - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - 3. The procedures shall include storing backups offsite.
  - 4. The procedures shall ensure an inventory of backup media.
  - 5. The Contractor shall have established documented procedures to recover PII data.
  - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

#### V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

#### VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator  
Department of Housing and Workforce Solutions  
3403 10th Street Suite 300  
Riverside, CA 92501



## ATTACHMENT II

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and [CONTRACTOR NAME]

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (the HWSCoC-0000000 "Underlying Agreement") between the County of Riverside ("County") and [CONTRACTOR NAME] ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
      - (c) Whether the PHI was actually acquired or viewed; and
      - (d) The extent to which the risk to the PHI has been mitigated.
    - (2) Breach excludes:
      - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
      - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
      - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
  - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

## 2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
      - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

## 3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.



- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

**5. Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
  - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
    - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;



- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

- (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569  
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** — — — — —

County Departmental Officer: \_\_\_\_\_

County Departmental Officer Title: \_\_\_\_\_

County Department Address: \_\_\_\_\_

County Department Fax Number: \_\_\_\_\_

County of Riverside BAA 09/2013



## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## IEHP Investment Plan Workbook

	Investment Activity	Gap/Need Addressed	Proposal Description	Final Amount Allocated
1	CoC Support	Enhance partnership between MCP and CoC's.	<ul style="list-style-type: none"> <li>\$1M Riverside CoCs to supplement existing HHAP financial plans and strengthen housing-related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) by end of January 2023.</li> </ul>	\$2,500,000
			<ul style="list-style-type: none"> <li>\$1.5M over 3 years to support the Point-in-Time County of Riverside "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count. First payment to help support 2023 PIT count by end of January 2023.</li> </ul>	
2	CES Support	Improve connection and integration with local CES	<ul style="list-style-type: none"> <li>\$500,000 to support Riverside County's CES' infrastructure development and enhancement including, software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees) by end of Q2 2023.</li> </ul>	\$500,000

## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## IEHP Investment Plan Workbook

3	<i>Community Supports Services Enhancement</i>	Provide more medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members who are experiencing homelessness.	<ul style="list-style-type: none"> <li>• \$250,000 to enhance community supports vendors to incentivize landlords by end of Q1 2023</li> </ul>	\$750,000
			<ul style="list-style-type: none"> <li>• \$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services by end of Q1 2023</li> </ul>	
4	<i>CoC collaboration and partnerships</i>	Increase the number of data sharing agreements with counties, CoC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching.	<ul style="list-style-type: none"> <li>• \$2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services by end of Q2 2023.</li> </ul>	\$2,000,000

## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## IEHP Investment Plan Workbook

5	<i>DMC-ODS Support and Collaboration</i>	MHP and DMC-ODS do not capture housing status. (1.MHP and DMC-ODS do not capture housing status (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• \$500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs by end of Q3 2023.</li> </ul>	\$500,000
6	<i>Permanent Supportive Housing</i>	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• 10.5 million over 3 years to support the CoC's development/infrastructure for 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use. First capital payments by end of Q1 2023.</li> </ul>	\$10,500,000

## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## IEHP Investment Plan Workbook

7	<i>Disparities and Equity Services Support</i>	Address disparities and equity in service delivery, housing placements, and housing retention.	<ul style="list-style-type: none"> <li>\$1M to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions by end of Q2 2023.</li> </ul>	\$2,000,000
			<ul style="list-style-type: none"> <li>\$1M to address disparities and equity by supporting entities who provide services to the LGBTQ+ and HIV population by end of Q2 2023.</li> </ul>	
8	<i>Street Medicine Support</i>	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information.	<ul style="list-style-type: none"> <li>\$1M for IEHP to directly contract with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response by January 31, 2023.</li> </ul>	\$6,100,000
			<ul style="list-style-type: none"> <li>\$5.1M to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams by end of Q2 2023.</li> </ul>	



## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## IEHP Investment Plan Workbook

9	<i>HMIS Collaboration and Enhancement</i>	HMIS is not being used to its fullest potential.	<ul style="list-style-type: none"> <li>\$750,000 to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system-performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. By end of Q2 2023.</li> </ul>	\$750,000
			<ul style="list-style-type: none"> <li>\$2M to incentivize Riverside County HMIS to increase member matching capabilities, and to send timely alerts when there is a change in an IEHP member's housing status.</li> </ul>	
10	<i>Community Supports</i>	Increasing Community Support Providers and housing-related care services.	<ul style="list-style-type: none"> <li>\$2M to expand the network of Community Support Providers as well as augment housing-related care services to include; increased case management services in clinics, behavioral health Staffing, respite beds, and substance abuse and/or prevention programs by end of Q2 2023.</li> </ul>	\$2,000,000
			<ul style="list-style-type: none"> <li>\$2M to incentivize IEHP's Community Support's network Providers to accept a higher volume of referrals from IEHP.</li> </ul>	

## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## IEHP Investment Plan Workbook

11	Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	\$5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds.	\$5,000,000
			<ul style="list-style-type: none"><li>• \$7M to incentivize housing service-related Providers to house IEHP Members</li></ul>	
			<ul style="list-style-type: none"><li>• \$4M incentive dollars for those Providers to keep the IEHP Members housed through October 31, 2023.</li></ul>	
\$32,600,000				

## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## Molina Healthcare Investment Plan Workbook

Investment Activity	Gap or Need Addressed	Proposal Description	Final Amount Allocated
1. Expansion of Affordable Housing in Riverside County	MCP members lack immediate and equitable access to housing.	<p>a. Investment catalyzes a pipeline of 2,442 units set to start to construction within next 2 years and 6,936 set to start over the next 5 years.</p> <p>b. \$1.2 Billion in development set to start within 2 years.</p> <p>c. County to match investment 1:1 and overall investment is leveraged 24:1 within 2 years.</p> <p>d. Units in pipeline for the County's diverse population of farmworkers, seniors, homeless, families, those with HIV/AIDs, etc</p>	\$1,000,000
2. Increase Housing and Services for Homeless	MCP members lack immediate and equitable access to housing.	<p>a. The CoC is requesting \$14M to support 808 beds through the 2022 HUD CoC Competition due 09/30/22.</p> <p>b. CoC's receive extra points on the application for partnering with health care systems and receiving a 25% cash or in-kind match.</p> <p>c. Match dollars can be used to increase the number of persons assisted towards housing and facilitate linkages to healthcare treatment for physical health, mental health, and substance use.</p>	\$350,000
3. Street Medicine Teams	While there are some existing street medicine services available, most are limited in scope. Additionally, there is a lack of coordination for robust, integrated street medicine in the county.	<p>a. Integrate street medicine professionals into 5 supervisorial CoC-funded street outreach teams.</p> <p>b. The County and CoC fund street outreach at \$4.4M Annually through a one-time allocation of ESG-CV funds.</p> <p>c. Teams are comprised of community based and county departments such as Housing Authority, Adult Services, Behavioral Health, Path of Life, Valley Restart, LightHouse Social Services, Coachella Valley Rescue Mission, Operation Safehouse, Step-up on Second, Starting Over, City Net and Social Work Action Group.</p> <p>a. Strategically place and coordinate transportation, medical screenings and interim placements for vulnerable adults identified during the day of the count.</p>	\$170,000



## ATTACHMENT III - IEHP and Molina HHIP Investment Plan Workbook

## Molina Healthcare Investment Plan Workbook

4. Point-in-Time County of Riverside "More Than a Count" Initiative	Insufficient resources to fund, staff, and coordinate the PIT count.	b.County Innovative program – has not been implemented in any other county.	\$50,000
		c.Utilize a Promotores Model which incorporates persons with lived experience to act as community advocates and facilitate linkages to various systems of care.	
5.Homeless Management Information System	Low percentage of Managed Care Plans (MCP) members assessed and connected to the homeless services system. There is also an inability to track and report MCP member outcomes.	a. Expand the CoC's No Wrong Door Approach by increasing the number licenses available (by 150) to support users across all sectors and forward-facing dashboards to measure project and system-performance towards achieving metrics	\$25,000
6.Palm Springs Navigation Center	MCP members lack immediate to shelter, the navigation center will provide beds and services to point members to needed housing resources.	a.Will directly support capital improvements for the shelter's respite care program.	\$500,000
		b.\$2M will cover capital costs and \$3M for 3 years to support operational costs.	
		c.The center will support 10 respite care beds and a total of 60 shelter beds	
7.Corona Harrison Shelter/Navigation Center and Respite Care Operations	MCP members lack immediate to shelter, the navigation center will provide respite care and services to point members to needed housing resources.	a.Request will support operational expenses for 4 years of emergency shelter, post hospital respite care and crisis stabilization services	\$400,000
		b.Center will support 5 post hospital respite care beds, 30 low barrier emergency shelter beds for males and 5 low barrier emergency shelter beds for females for a total of 40 emergency shelter beds	
		c.Respite care patients will have the option to be transitioned to regular emergency shelter beds that will provide crisis stabilization services and a path to permanent housing through the City's Permanent Supportive Housing and Tenant Based Rental Assistance Programs	
			\$2,495,000





November 15, 2022

County of Riverside  
Attn: Heidi Marshall  
3403 Tenth Street, Suite 310  
Riverside, CA 92501

**Housing and Homelessness Incentive Program (HHIP)**

**RE: Award Announcement – County of Riverside**

**Investment Amount: \$32,600,000.00 from IEHP and \$2,495,000.00 From Molina**

**Total Amount: \$35,095,000.00**

Dear Heidi Marshall:

The Inland Empire Health Plan (IEHP), along with Molina Healthcare, are participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. IEHP and Molina Healthcare are pleased to announce that the County of Riverside has been allocated funding that is earnable up to the amount of **\$35,095,000.00**. This letter constitutes notice of the investment amount for use in the County of Riverside.

The County of Riverside will be eligible to receive investment funds after an Agreement between both parties is fully executed. Please be advised that investment funds are subject to the terms and conditions set forth in the Agreement. Attached, you can find the Investment Plan for each agency which details funding activities conforming with eligible activities under HHIP.

We are excited about this partnership and look forward to the collaboration. For further information or if you have any questions, please contact Matthew Wray, Director, Health Services Special Initiatives, IEHP at [Wray-M@iehp.org](mailto:Wray-M@iehp.org), or Dave White, Program Manager, Molina Healthcare at [David.white@molinahealthcare.com](mailto:David.white@molinahealthcare.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Takashi Wada".

Dr. Takashi Wada, MD, MPH  
Chief Medical Officer  
Inland Empire Health Plan

Insert Signatory for  
Molina Health Plan



November 15, 2022

County of Riverside  
Attn: Heidi Marshall  
3403 Tenth Street, Suite 310  
Riverside, CA 92501

**The California Advancing and Innovating Medi-Cal (CalAIM), Enhanced Care Management and Community Supports- Housing and Homelessness Incentive Program (HHIP)**

**RE: Award Announcement – County of Riverside**

**Award Amount: \$32,600,000.00 from IEHP and \$2,495,000.00 From Molina**

**Total Amount: \$35,095,000.00**

Dear Heidi Marshall:

The Inland Empire Health Plan, along with Molina Healthcare of California, is pleased to announce that the County of Riverside has been awarded through the California Advancing and Innovating Medi-Cal (CalAIM), Enhanced Care Management and Community Supports-Housing and Homelessness Incentive Program (HHIP) a grant in the amount of **\$35,095,000.00**. This letter constitutes notice of the award for use in the County of Riverside.

The County of Riverside will receive its full disbursement of funds after an Agreement between both parties is fully executed. Please be advised that this award is subject to the terms and conditions set forth in the Agreement. Attached, you can find the Investment Plan for each agency which details funding activities conforming with eligible activities under HHIP.

We are excited about this partnership and look forward to the collaboration. For further information or any follow up questions, please contact Matthew Wray, Director, Health Services Special Initiatives at [Wray-M@iehp.org](mailto:Wray-M@iehp.org) or Neeta Alengadan, Associate Vice President, Healthcare Services at [Neeta.Alengadan@molinahealthcare.com](mailto:Neeta.Alengadan@molinahealthcare.com).

Sincerely,

Insert Signatory for  
Inland Empire Health Plan

Neeta Alengadan  
Associate Vice President, Healthcare Services  
Molina Healthcare of California

Attachment D

HHIP Budget Allocation Table

Subrecipient	Project	Amount Allocated
<b>Investment Activity- Street Medicine and Street Outreach</b>		
City of Lake Elsinore	HHIP	\$385,234.50
City of Murrieta	HHIP	\$249,112.70
City of San Jacinto	HHIP	\$227,821.00
Coachella Valley Rescue Mission	HHIP	\$75,000.00
Coachella Valley Rescue Mission	HHIP	\$208,924.84
Jewish Family Service of San Diego	HHIP	\$163,120.45
Jewish Family Service of San Diego	HHIP	\$246,639.00
Martha's Village & Kitchen	HHIP	\$420,765.88
Operation SafeHouse	HHIP	\$385,080.00
Path of Life Ministries	HHIP	\$459,202.41
Queer Works	HHIP	\$434,260.00
RUHS-BH (Outreach)	HHIP	\$660,674.43
RUHS-BH (CES)	HHIP	\$469,195.96
Social Work Action Group	HHIP	\$430,871.00
Step Up on Second	HHIP	\$260,206.00
<b>Investment Activity - DMC-ODS Support and Collaboration</b>		
Bitfocus	HHIP	\$1,775,000.00
<b>IEHP Investment Activity 1 - CoC Support (Rapid Rehousing and Emergency Shelter)</b>		
CityNet	HHIP	\$150,000.00
Salvation Army	HHIP	\$250,000.00
Housing Authority	HHIP	\$250,000.00
Martha's Village	HHIP	\$350,000.00
Path of Life Ministries	HHIP	\$120,000.00