

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



**ITEM: 3.17  
(ID # 22916)**

**MEETING DATE:**  
Tuesday, October 03, 2023

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:


**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Accept additional Incentive Funding of \$12,000,000 from the California Department of Health Care Services (DHCS) awarded through the Inland Empire Health Plan (IEHP) for the Housing and Homelessness Incentive Program (HHIP); Approve the First Amended and Restated HHIP Agreement HWSCoC-0004868 with IEHP to accept the Incentive Funding; Authorize the HWS Director, or designee, to execute the First Amended and Restated HHIP Agreement with IEHP through March 31, 2028; All Districts. [Total Cost: \$12,000,000; up to 20% in additional compensation - 100% State Funding] (4/5 Vote Required)

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

1. Accept additional Incentive Funding of \$12,000,000 from the California Department of Health Care Services (DHCS), awarded through the Inland Empire Health Plan (IEHP) for the Housing and Homelessness Incentive Program (HHIP), on behalf of Riverside County to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal recipients; and to reduce and prevent homelessness; and

Continued on Page 2

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

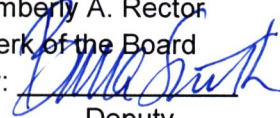
  
Heidi Marshall, Director 9/19/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: October 3, 2023  
xc: HWS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

3. Approve the First Amended and Restated HHIP Agreement HWSCoC-0004868 with IEHP for the Housing and Homelessness Incentive Program, substantially conforming in form and substance to the attached agreement (Attachment A), to increase the aggregate contract amount by \$12,000,000 from \$32,600,000 to \$44,600,000 through the current termination date of March 31, 2028, to support rapid rehousing for families and youth receiving Medi-Cal, and interim housing for aging and disabled populations; and
4. Authorize the Director of the Housing and Workforce Solutions Department (HWS), or designee, to execute the First Amended and Restated HHIP Agreement HWSCoC-0004868 with IEHP on behalf of the County, based on the availability of funding and as approved as to form by County Counsel; and
5. 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 Agreement 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 that do not exceed the sum total of twenty percent (20%) of the Agreement funded by the HHIP grant; and
6. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A (FY 23/24 Budget Adjustment) attached.

<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>	\$12,000,000	\$ 0	\$12,000,000	\$ 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> 23/24	

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

**BACKGROUND:**

**Summary**

On January 10, 2023, the Board of Supervisors approved accepting 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 in the amount of \$2,495,000 for the Housing and Homelessness Incentive Program (HHIP) with the total award of \$35,095,000 that is 100% State Funding, per Agenda Item 3.15.

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

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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, 2028. 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.

The HHIP funding supports and facilitates coordination between health plans and other entities. The original funds were awarded to MCPs based on accomplishments of the metrics prescribed by the HHIP program in the following priority areas:

- Priority Area 1: Partnerships 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

(See Attachment D for detailed metrics)

Health Plans can flow incentive funding to partners who are leading efforts on the ground. To that end, the Inland Empire Health Plan has partnered with the County of Riverside Department of Housing and Workforce Solutions (HWS) to provide significant investments in eleven (11) IEHP investment activities as detailed in Attachment B – IEHP HHIP Investment Plan Workbook (revised). Once these additional funds are awarded to HWS, they will be used to:

1. Provide rapid re-housing, tenant based rental assistance, and emergency shelter after modification of existing agreement(s) or execution of subrecipient agreement(s);
2. Integrate street medicine professionals in street outreach teams after modification of existing agreement(s) or execution of subrecipient agreement(s);
3. Invest in RUHS-Behavioral Health housing program serving individuals with severe mental health challenges and substance use disorders, and community support;
4. Invest in capital project 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);
5. Invest in enhancements of the Coordinated Entry System (CES), and the Homeless Management Information System (HMIS); and
6. Support the “More Than a Count” initiative during the 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 seniors, youth, and families experiencing homelessness, and to address housing insecurity and instability as a social determinant of health for the Medi-Cal population in Riverside County.

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**Additional Fiscal Information**

An additional \$12,000,000 in incentive funding may be earned by the County based on achievements of HHIP performance meeting specified benchmarks, as determined by IEHP and delineated in Attachment C, the HHIP Incentive Funding – Companion Document to HHIP Investment Plan. Incentive funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

- 1) Specified amounts,
- 2) Benchmarks met,
- 3) Investment Plan Activity, and
- 4) Corresponding HHIP measure impacted and supporting scope of work.

The HHIP Initiative undertaking is funded 100% by California Department of Health Care Services. The HHIP Funding awarded amounts from IEHP include:

<b>Agency Name</b>	<b>Funding Amount</b>
Inland Empire Health Plan (Allocated Funding)	\$32,600,000
Inland Empire Health Plan (Incentive Funding)	\$12,000,000
<b>Total</b>	<b>\$44,600,000</b>

\$44,600,000 in HHIP funding is available, of which \$32,600,000 is allocated and \$12,000,000 is available as incentive payments. The \$32,600,000 in allocated funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices. IEHP will make 100% of grant award to the County in advance of HHIP draw-down schedules. Total HHIP funding shall not exceed \$44,600,000.

The HHIP Incentive Funding amounts include:

- HMIS Collaboration and Enhancement - **\$3M** to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a member's housing status.
- Community Supports - **\$3M** to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support services for IEHP members. Funding is to also incentivize CS Providers to be able to electronically receive, and follow-up.
- Permanent Supportive Housing - **\$6M** to incentivize housing related service providers to sustainably house IEHP members.

**ATTACHMENTS:**

- SCHEDULE A Budget Adjustment
- ATTACHMENT A First Amended and Restated HHIP Agreement HWSCoC-0004868
- ATTACHMENT B IEHP HHIP Investment Plan Workbook (revised)
- ATTACHMENT C HHIP Incentive Funding–Companion Document to HHIP Investment Plan
- ATTACHMENT D HHIP Program Metrics

Prev.Agn.Ref.: (01/10/2023; 3.15) (01/25/2022; 3.32) (11/16/2021; 3.8)

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*Heydee Koury*  
Heydee Koury, Sr Accountant - Auditor 9/20/2023

*Brianne Lontajo*  
Brianne Lontajo, Principal Management Analyst 9/28/2023

*Aaron Gettis*  
Aaron Gettis, Deputy County Counsel 9/20/2023

SCHEDULE A  
Housing and Workforce Solutions  
Budget Adjustment  
Fiscal Year 2023/2024

Increase in Appropriations:

21300-5500300000-536200	Contrib To Non-County Agency	\$12,000,000
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Increase in Estimated Revenues:

21300-5500300000-755680	CA- Other Operating Grants	\$12,000,000
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**Inland Empire Health Plan**

**And**

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

**First Amended and Restated  
Housing and Homelessness Incentive Program Agreement**

**HWSCoC-0004868**



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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 2023 Payment Request Form and listing of required backup documentation
- Attachment IV – Data Sharing Agreement
- Attachment V – Privacy Data Notice
- Attachment VI – HHIP IEHP Investment Plan Workbook (Revised)
- Attachment VII – HHIP Incentive Funding – Companion Document to HHIP Investment Plan



This First Amended and Restated Agreement for the Housing and Homelessness Incentive Program, HWSCoC-0004868 (herein referred to as “Agreement”), effective upon signature of both parties, is made and entered into, by and between Inland Empire Health Plan, a California joint powers authority, (“Health Plan”) (herein referred to as “GRANTOR”), 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) is participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan; and,

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as “HWS”) has been designated by the COUNTY to provide coordination and administration of the Continuum of Care Program within Riverside County. IEHP has partnered with 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, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed \$32,600,000.00; and, WHEREAS, the COUNTY will be eligible to receive up to the total amount of Investment Funds after this Agreement between both parties is fully executed; and,

WHEREAS, services funded directly through this incentive program will not include the provision of “Room and Board” as defined in the Centers for Medicare & Medicare Services (CMS) State Health Official letter #21-001, and as specified in the CMS conditional approval of the HCBS Spending Plan, which funds HHIP; and,

WHEREAS, the GRANTOR and COUNTY previously entered into that certain HHIP Agreement HWSCoC-0004868 for the Housing and Homelessness Incentive Program, effective March 1, 2023 through March 31, 2028, wherein the parties estimated all services would be provided to the Target Population by March 31, 2028, for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees; (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need; (herein referred to as “Original Agreement”); and,

WHEREAS, the parties now desire to amend and restate the Original Agreement to increase the Maximum Reimbursable Amount by \$12,000,000 in incentive payments as set forth in Schedule A – Payment Provisions, and the HHIP IEHP Investment Plan Workbook as set forth in Attachment VI; and,

WHEREAS, the final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed \$44,600,000.00, inclusive of both allocated and incentive funding.

WHEREAS, upon effectiveness of this Agreement, the Original Agreement shall be superseded and replaced in its entirety as provided for herein;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer HHIP funds.
- B. "Budget Amendment" means any change affecting the overall total investment amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total investment amount awarded of this agreement.
- D. "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.
- E. "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.
- F. "CoC" refers to the Riverside City & County Continuum of Care.
- G. "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.
- H. "DHCS" refers to the California Department of Health Care Services.
- I. "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- J. "GRANTOR" refers Inland Empire Health Plan (IEHP) including its employees, agents, representatives, subcontractors and suppliers. GRANTOR and IEHP are used interchangeably in this Agreement.
- K. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHIP and Program are used interchangeably in this Agreement.
- L. "HMIS" refers to the Riverside County Homeless Management Information System.
- M. "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.

- N. "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.
- O. "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.
- P. "Investment Funds" means funding that IEHP has allocated to Riverside County under the IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive funding that are earnable through milestone achievement.
- Q. "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.
- R. "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.
- S. "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.
- T. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- U. "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.
- V. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.
- W. "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.
- X. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

- A. HWS shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. HWS represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and IEHP relies upon this representation. HWS shall perform to the satisfaction of IEHP and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- C. HWS affirms that it is fully apprised of all of the work to be performed under this Agreement and HWS agrees it can properly perform this work at the prices stated in Schedule A. HWS is not to perform services or provide products outside of this Agreement. IEHP reserves the right to request reports from County/HWS regarding the progress of HHIP or the expenditure of investment amounts awarded under this Agreement.
- D. Acceptance by IEHP of the HWS' performance under this Agreement does not operate as a release of HWS' responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 1, 2023 ("Effective Date") and continues in effect through March 31, 2028, unless terminated earlier. HWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. HWS and IEHP agree that all services provided to the Target Population shall be provided through March 31, 2028.

4. COMPENSATION

IEHP shall pay HWS for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. IEHP 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. Unless otherwise specifically stated in Schedule A, IEHP shall not be responsible for payment of any of COUNTY's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to HWS, pursuant to this Agreement, shall be Expended by March 31, 2028 ("Expenditure Deadline"). Any HHIP funds paid to HWS, but not Expended pursuant to this Agreement by March 31, 2028 shall be returned to IEHP within five (5) business days. In the event this Agreement is terminated prior to March 31, 2028 any funds paid to HWS, but not Expended prior to the date of termination, shall be returned to IEHP within five (5) business days of the notice of termination.

5. CONFIDENTIALITY

Both 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.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to HWS shall be considered and kept confidential by HWS, its staff, agents, employees and volunteers. HWS shall require all of its

employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Agreement or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to HWS by IEHP.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

HWS shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement and agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

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

HWS and IEHP 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, HWS and IEHP 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:

Inland Empire Health Plan:

Inland Empire Health Plan  
10801 Sixth Street, Suite 120  
Rancho Cucamonga, CA 91730

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. There will be two phases of Dispute Resolution and they are as follows:

- (a) This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between senior management of the parties using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.
- (b) This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Director of HWS and/or designee(s) and the IEHP Director of Health Services Special Initiatives or designee. This incident must be written as a note to file.

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 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 Pages Follows]

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

Authorized Signature for IEHP:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Jarrod McNaughton	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer Inland Empire Health Plan	Title: Director Housing and Workforce Solutions
Date Signed:	Date Signed:



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

By: \_\_\_\_\_  
Heidi Marshall  
Director, Housing and Workforce  
Solutions

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

**INLAND EMPIRE HEALTH PLAN:**

By: Keenan Freeman, CFO for  
Jarrod McNaughton, MBA, FACHE  
Chief Executive Officer

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

By: \_\_\_\_\_  
Chair, IEHP Governing Board

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

Attest: \_\_\_\_\_  
Secretary, IEHP Governing Board

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

**Approved as to Form:**

By: \_\_\_\_\_  
Anna W. Wang  
Vice President, General Counsel  
Inland Empire Health Plan

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



Schedule A  
Payment Provisions**A.1 MAXIMUM REIMBURSABLE AMOUNT**

\$44,600,000 in HHIP funding is available, of which \$32,600,000 is allocated and \$12,000,000 is available as incentive payments.

The \$32,600,000 in allocated funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

- 1) Specified amounts,
- 2) Investment Plan Activity, and
- 3) Corresponding HHIP measure impacted and supporting scope of work.

An additional \$12,000,000 in incentive funding may be earned by the County if its HHIP performance meets specified benchmarks, as determined by IEHP and delineated in Attachment II, the HHIP IEHP Investment Plan Workbook. Incentive funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

- 1) Specified amounts,
- 2) Benchmarks met,
- 3) Investment Plan Activity, and
- 4) Corresponding HHIP measure impacted and supporting scope of work.

Total HHIP funding shall not exceed \$44,600,000.

**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 Program and under the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The IEHP Investment Plan details the funding activities conforming with eligible activities under HHIP (Attachment VI - HHIP IEHP Investment Plan Workbook).

**A.3 EXPENDITURE OF FUNDS**

HWS shall Expend one hundred percent (100%) of all funds under this agreement by March 31, 2028 ("Expenditure Deadline") unless approved by IEHP in writing.

**A.4 FISCAL ACCOUNTABILITY**

- a. HWS agrees to manage funds received through IEHP 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. Further, HWS must develop an accounting procedure manual. Said manual shall be made available to IEHP upon request or during fiscal monitoring visits.

Schedule B  
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

Housing and Homeless Incentive Plan

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

IEHP has partnered with the County of Riverside Department of Housing and Workforce Solutions to provide significant investments in eleven (11) activities detailed in Attachment VI - HHIP IEHP Investment Plan Workbook.

## B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

### A. IEHP agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant IEHP access to use the HMIS software for the term of this Agreement.
3. IEHP shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website:  
[https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22\\_0.pdf](https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf)
4. IEHP must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:  
[https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)
5. IEHP agrees to provide BCSH access to HMIS data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.
6. A data use agreement will be established between the County of Riverside and Managed Care Plans (MCPs) that sets out the responsibilities, protocols, and standard before any PPI may be accessed and disclosed from HMIS in a read-only form.

## B.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.  
[https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205\\_20\\_2021.pdf](https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf)
2. IEHP shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website:  
[https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205\\_20\\_2021.pdf](https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf)

3. IEHP agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. IEHP agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. IEHP shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. IEHP agrees to provide BCSH access to CES data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

#### B.4 REPORTING REQUIREMENTS

- A. IEHP shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HHPWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the followings. IHEP is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. The number of homeless persons entering permanent housing.

C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically Homeless
2. Homeless veterans
3. Unaccompanied Homeless Youth
4. Homeless persons in families with children

D. IEHP will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HHIP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HHIP funding that the CoC would like to share (optional).

ATTACHMENT I  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

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

- A. Secure all areas of the Grantor 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 Grantor staff.
- D. Require Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Grantor 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

HIPAA Business Associate Agreement  
Addendum to Contract

Between the County of Riverside and Inland Empire Health Plan. This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement HWSCoC-0004868 (the "Underlying Agreement") between the County of Riverside ("County") and Inland Empire Health Plan ("Grantor") and shall be effective as of the date the Underlying Agreement is approved by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Grantor entered into the Underlying Agreement pursuant to which the Grantor 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 Grantor 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 Grantor or Grantor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Grantor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Grantor 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), Grantor may:
  - (1) Use PHI and/or ePHI if necessary for Grantor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Grantor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Grantor obtains reasonable assurances, in writing, from the person to whom Grantor 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 Grantor disclosed it to the person, or as required by law; and,
      - (ii) Notify Grantor 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 Grantor 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. Grantor 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. Grantor 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. Grantor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Grantor 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. Grantor 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 Grantor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Grantor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Grantor 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 Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Grantor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Grantor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Grantor 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 Grantor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Grantor.** In connection with the use or disclosure of PHI and/or ePHI, Grantor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Grantor 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. Grantor shall promptly notify County if Grantor 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 Grantor of a use or disclosure of PHI and/or ePHI by Grantor 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 Grantor 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 Grantor agree through contract to the same restrictions and conditions that apply to Grantor 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, Grantor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Grantor on behalf of County, for purposes of determining, investigating or auditing Grantor'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 Grantor shall promptly notify County upon Grantor'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 Grantor 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 Grantor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Grantor, and if such steps are unsuccessful, Grantor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Grantor 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 Grantor uses or maintains electronic health records. Grantor 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 Grantor or Grantor 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, Grantor 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 Grantor 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 Grantor '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 Grantor 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 Grantor 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, Grantor 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, Grantor 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 v as of the first day on which such breach is known to Grantor or, by exercising reasonable diligence, would have been known to Grantor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Grantor (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 Grantor:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Grantor 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 Grantor 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 Grantor, Grantor 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, Grantor 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 Grantor 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, Grantor 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 Grantor'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, Grantor 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 Grantor'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 Grantor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Grantor shall maintain documentation sufficient to demonstrate that all notifications were made by Grantor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Grantor'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) Grantor 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) Grantor 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 Grantor detects such incident. Grantor 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. Grantor 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 Grantor, 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 Grantor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Grantor 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 Grantor, Grantor 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 Grantor's indemnification to County as set forth herein. Grantor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Grantor 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 Grantor's expense, for the defense or settlement thereof. Grantor's obligation hereunder shall be satisfied when Grantor 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 Grantor'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 Grantor 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 Grantor, or created or received by Grantor 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, Grantor 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 Grantor on behalf of County, and, in the event of destruction, Grantor 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 Grantor. Grantor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Grantor determines that returning or destroying the PHI and/or ePHI is not feasible, Grantor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Grantor that return or destruction of PHI and/or ePHI is not feasible, Grantor 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 Grantor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Grantor is required to document or maintain documentation pursuant to the terms of this Addendum, Grantor 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 Grantor 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 Grantor 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 Grantor 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: \_\_\_\_\_



**REQUIRED DOCUMENTATION FOR INLAND EMPRIE HEALTH PLAN (IEHP) CLAIMS**  
 Revised February 28, 2023

<b>GENERAL GUIDELINES</b>
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues <b>will be rejected.</b>
❖ All claims must be in accordance with the terms and conditions of your contract.
<b>PERSONALLY IDENTIFIABLE INFORMATION (PII)</b>
❖ All PII of program participants <b>must</b> be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
<b>FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.</b>
❖ <b>SIGNED/DATED</b> Payment Request Form ( <u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
<b>LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.</b>
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
<b>LEASING / RENTAL ASSISTANCE – Required with each claim.</b>
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)



<b>STAFF / PAYROLL – Required with each claim.</b>	
❖	Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖	Include Pay Stub or Payroll Report
❖	All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
<b>STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.</b>	
❖	Copy of the policy with rate by employee – Required with first claim and with any changes.
❖	Invoice and proof of payment (cancelled check or check stub)
<b>OTHER EXPENSES</b>	
❖	Invoice/receipt including date and explanation of expense <ul style="list-style-type: none"> <li>▪ Proof of payment of the credit card statement (cancelled check or check stub)</li> </ul>
❖	Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the <b>specific</b> grant/contract.
<b>PROOF OF PAYMENT - CREDIT CARD PAYMENTS</b>	
❖	Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> <li>▪ Proof of payment of the credit card statement (cancelled check or check stub)</li> </ul>

ATTACHMENT IV  
HMIS Participating Agency Agreement



**COUNTY OF RIVERSIDE CONTINUUM OF CARE  
HMIS PARTICIPATING AGENCY AGREEMENT**

[REDACTED] ("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

**1. General Understandings:**

- A. Definitions. In this Agreement, the following terms will have the following meanings:
- i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

- ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
    - a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
    - b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;
  - iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.
  - iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.
  - v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.
  - vi. "HMIS" refers to the Homeless Management Information System.
  - vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
  - viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
  - ix. "Information" refers to both De-Identifying Information and Identifying Information.
  - x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
  - xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.
  - xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.
- B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.
- C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

## 2. Confidentiality:

### A. AGENCY shall not:

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

### B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

- i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
- ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
- iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
- iv. California Welfare and Institutions Code section 5328 et seq.;
- v. California Evidence Code section 1010 et seq.;
- vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

## 3. Display of Notice:

- i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the *HMIS Notice of Privacy Practices* must be posted on the webpage. The current form of *HMIS Notice of Privacy Practices*, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>.

#### 4. Information Collection, Release and Sharing Consent:

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.
  
- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form.
  
- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the *HMIS Notice of Privacy Practices*, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form specific to that other AGENCY or outside organization.
  
- D. Consent Form. AGENCY shall keep all copies of the signed *Consent* form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.
  
- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
  - i. objects to the entry of its information in the HMIS; or
  - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

**5. HMIS Policies and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the *HMIS Notice of Privacy Practices* and the *HMIS Charter*, as revised from time to time, at the sole discretion of HMIS. Such *HMIS Charter* is incorporated in this Agreement by reference and is located at [http://HMIS\\_LEAD.co.riverside.ca.us/homeless-programs/management-information-system](http://HMIS_LEAD.co.riverside.ca.us/homeless-programs/management-information-system)

In the event of a conflict between this Agreement and the *HMIS Charter*, the latter shall control.

**6. Sharing HMIS Data:**

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the *HMIS Notice of Privacy Practices*.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an *Inter-Agency Data Sharing Agreement*. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

## 7. Client Inspection/Correction:

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (e.g., date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

## 8. Security:

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the *HMIS Policies and Standard Operating Procedures* on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

- A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an *HMIS User Agreement/Code of Ethics* ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive



information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

#### 9. Information Entry Standards:

- A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- B. AGENCY will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will not alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking. **10. Use of the HMIS:**

- A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

- B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.
- D. AGENCY will use the HMIS for its legitimate business purposes only.
- E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.
- F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.
- G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

**11. Proprietary Rights of the HMIS:**

- A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.
- B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.
- C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:
  - i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
  - ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

- iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
  - iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and
  - v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.
- D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.
- E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

## 12. HMIS Administrators Council:

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

## 12. Insurance

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

## 13. Limitation of Liability and Indemnification:

- A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

#### 14. Limitation of Liability:

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

#### 15. Disclaimer of Warranties:

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

#### 16. Additional Terms and Conditions:

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the *HMIS Charter (Policies and Standard Operating Procedures)* by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Tomo		
HMIS LEAD	SIGNATURE	DATE
[Redacted Signature]		
AGENCY NAME		
[Redacted Agency Name]		
AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.



**Appendix C: Privacy Notice (Posted Sign)****PRIVACY NOTICE**

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE READ IT CAREFULLY.**

Effective      Date:

**Our Duty to Safeguard your Protected Information**

\_\_\_\_\_ **(Agency Name)** collects information about who uses our services. We will ask for your permission to enter the information we collect about you and your family into a computer program called the Continuum of Care for Riverside County HMIS. Although the CoC HMIS helps us keep track of your information, individual and identifiable information about you is considered "Personal Protected Information" (PPI). We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information you give us.

We are also required to follow the privacy practices described in this Notice, although \_\_\_\_\_ **(Agency Name) reserves the right to change our privacy practices and the terms of this Notice at any time.** You may request a copy of the notice from any participating **CoC HMIS Collaborative Agency.**

**How We May Use and Disclose Your Information**

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. We must have your written consent to use or disclose your information unless the law permits or requires us to make the use of or to disclose without your permission. Please review the Client Informed Consent/Release of Information Authorization for details.

**Individual Rights Regarding Your Information**

- You have the right to receive services even if you choose NOT to participate in the CoC HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- You have the right to ask for information about who has seen your information.



You have the right to see your information and change it, if it is not correct.

Riverside County HMIS Lead Agency  
Housing, Homelessness Prevention, and Workforce Solutions Department  
4060 County Circle Drive, Riverside, CA 92503

**MANDATORY COLLECTION NOTICE**

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

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ATTACHMENT VI  
HHIP IEHP Investment Plan Workbook

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	\$ Allocated	\$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	<ul style="list-style-type: none"> <li>• <b>\$1M</b> to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications)</li> <li>• <b>\$1.5M</b> over 3 years to support the Homeless Point-in-Time Count for the County of Riverside’s “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</li> </ul>	\$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	<ul style="list-style-type: none"> <li>• <b>\$500,000</b> to support Riverside County CES’ infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)</li> </ul>	\$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	<ul style="list-style-type: none"> <li>• <b>\$250,000</b> to enhance community supports vendors to incentivize landlords</li> <li>• <b>\$500,000</b> may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services</li> </ul>	\$750,000.00	

Riverside	4. CoC collaboration and partnerships	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>• <b>\$2M</b> 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.</li> </ul>	\$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• <b>\$500,000</b> 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.</li> </ul>	\$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	<ul style="list-style-type: none"> <li>• <b>\$5M</b> 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. IEHP will negotiate a percentage of beds be reserved for IEHP Members.</li> </ul>	\$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	<ul style="list-style-type: none"> <li>• <b>\$1M</b> to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions.</li> <li>• <b>\$1M</b> to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.</li> </ul>	\$2,000,000.00	
Riverside	8. Street Medicine Support	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</b> for IEHP to directly contact 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.</li> <li>• <b>\$5.1M</b> to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.</li> </ul>	\$6,100,000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	<ul style="list-style-type: none"> <li>• <b>\$750,000</b> 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.</li> <li>• <b>\$3M</b> to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member’s housing status.</li> </ul>	\$750,000.00	\$3,000,000.00

Riverside	10. Community Supports	Increasing community support providers and housing-related care services	<ul style="list-style-type: none"> <li>• <b>\$2M</b> 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.</li> <li>• <b>\$3M</b> to incentivize IEHP’s Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.</li> </ul>	\$2,000,000.00	\$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• <b>\$10.5M</b> to support the CoC’s development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members.</li> <li>• Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use .</li> <li>• <b>\$6M</b> to incentivize housing related service providers to sustainably house IEHP members.</li> </ul>	\$10,500,000.00	\$6,000,000.00
Totals				\$32,600,000.00	\$12,000,000.00
Total Funding Amount				Not to exceed \$44,600,000	

ATTACHMENT VII  
 HHIP Incentive Funding  
 Companion Document to HHIP Investment Plan

INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following: <ul style="list-style-type: none"> <li>A. <b>(16.6%/504K)</b> IEHP ability to successfully receive timely alerts from County local HMIS when IEHP’s member experiences a change in housing status</li> <li>B. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23)</li> <li>C. <b>(10.4%/312K)</b> Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23)                             <ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul> </li> <li>D. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23)</li> <li>E. <b>(10.4%/312K)</b> Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22)</li> <li>F. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)</li> </ul>	On or before October 31, 2023

			<p>G. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23</p> <p>H. <b>(10.4%/312K)</b> Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23</p> <p>I. <b>(10.4%/312K)</b> Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)</p>	
10. Community Supports	County/CoC	3 Million	<p>County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive <b>35K</b> for each successful demonstration if received no later than 10/31/23. <b>25K</b> for each successful demonstration if received after 10/31/23.)</p> <p>A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services:</p> <ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul> <p>B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:</p>	<p>35K if received no later than 10/31/23.</p> <p>25K if received after 10/31/23</p>

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



ATTACHMENT B  
HHIP IEHP Investment Plan Workbook (Revised)

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	\$ Committed	Incentive \$
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	<ul style="list-style-type: none"> <li>• <b>\$1M</b> to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications)</li> <li>• <b>\$1.5M</b> over 3 year- 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</li> </ul>	\$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	<ul style="list-style-type: none"> <li>• \$500,000 to support Riverside County CES’ infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)</li> </ul>	\$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	<ul style="list-style-type: none"> <li>• <b>\$250,000</b> to enhance community supports vendors to incentivize landlords</li> <li>• <b>\$500,000</b> may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services</li> </ul>	\$750,000.00	

Riverside	4. CoC collaboration and partnerships	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>• <b>\$2M</b> 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.</li> </ul>	\$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• <b>\$500,000</b> 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.</li> </ul>	\$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	<ul style="list-style-type: none"> <li>• <b>\$5M</b> 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. IEHP will negotiate a percentage of beds be reserved for IEHP Members.</li> </ul>	\$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	<ul style="list-style-type: none"> <li>• <b>\$1M</b> to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions.</li> <li>• <b>\$1M</b> to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.</li> </ul>	\$2,000,000.00	
Riverside	8. Street Medicine Support	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</b> for IEHP to directly contact 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.</li> <li>• <b>\$5.1M</b> to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.</li> </ul>	\$6,100,000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	<ul style="list-style-type: none"> <li>• <b>\$750,000</b> 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.</li> <li>• <b>\$3M</b> to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member’s housing status.</li> </ul>	\$750,000.00	\$3,000,000.00

Riverside	10. Community Supports	Increasing community support providers and housing-related care services	<ul style="list-style-type: none"> <li>• <b>\$2M</b> 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.</li> <li>• <b>\$3M</b> to incentivize IEHP’s Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.</li> </ul>	\$2,000,000.00	\$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• <b>\$10.5</b> million to support the CoC’s development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members.</li> <li>• Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use .</li> <li>• <b>\$6M</b> to incentivize housing related service providers to sustainably house IEHP members.</li> </ul>	\$10,500,000.00	\$6,000,000.00
Totals				\$32,600,000.00	\$12,000,000.00
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INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	<p>County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following:</p> <ul style="list-style-type: none"> <li>A. <b>(16.6%/504K)</b> IEHP ability to successfully receive timely alerts from County local HMIS when IEHP's member experiences a change in housing status</li> <li>B. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23)</li> <li>C. <b>(10.4%/312K)</b> Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) <ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul> </li> <li>D. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23)</li> <li>E. <b>(10.4%/312K)</b> Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22)</li> <li>F. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)</li> <li>G. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement</li> </ul>	On or before October 31, 2023

HHIP Incentive Funding  
Companion Document to HHIP Investment Plan

			<p>period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23</p> <p>H. <b>(10.4%/312K)</b> Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23</p> <p>I. <b>(10.4%/312K)</b> Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)</p>	
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<p>11. Permanent Supportive Housing</p>	<p>County</p>	<p>6 Million</p>	<p>IEHP will fund existing and new Permanent Supportive Housing (PHS) projects with new/expanded capacity. Each new PHS unit is eligible for \$1K in incentive funding and is not limited to a maximum qualifying units. Earned incentive funding can be spent on construction/infrastructure, case management services, administrative/operational costs, IT, and/or any other IEHP-approved activity.</p>	

## **PRIORITY AREA 1 MEASUREMENT AREAS**

The final proposed set of measures includes fifteen measures across three priority areas. The measures in bold are priority measures. Details pertaining to the numerator, denominator, measure weight, and evaluation criteria for each measure is available in the Measure Set excel file.

### **1. Partnerships and capacity to support referrals for services**

1.1 Engagement with CoC, including, but not limited to:

- Attending CoC meetings
- Joining the CoC board
- Joining a CoC subgroup or workgroup
- Attending a CoC webinar

### **1.2 Connection and integration with the local Coordinated Entry System**

1.3 Outreach and engagement efforts and approach to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members who are experiencing homelessness

**1.4 Partnerships with counties, COC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/diversion) with which the MCP has a data sharing agreement that allows for timely exchange of information and member matching**

1.5 Data sharing agreement with county MHPs and DMC-ODS (if applicable)

1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (Aligns with HHAP Round 3 Application)<sup>8</sup>

## **PRIORITY AREA 2 MEASUREMENT AREAS**

2. Infrastructure to coordinate and meet member housing needs

2.1 Connection with street medicine team providing healthcare for individuals who are homeless<sup>1</sup>

2.2 MCP connection with the local Homeless Management Information System (HMIS)

2.3 MCP process for tracking and managing referrals for the housing-related Community Supports it is offering during the measurement period, which may include:

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



MCPs will be evaluated based only on the Community Supports they are offering during the measurement Period.

### **PRIORITY AREA 3 MEASUREMENT AREAS**

#### 3. Delivery of services and member engagement

##### 3.1 MCP Members screened for homelessness/risk of homelessness

3.2 MCP Members screened for homelessness or at risk of homelessness who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period

3.3 MCP efforts to support the CoC in the collection of point in time (PIT) count of members determined as homeless

3.3 MCP efforts to support the CoC in collection of point time (PIT) count members determined as homeless

##### 3.4 MCP Members receiving housing-related Community Supports, including:

1. Housing Transition Navigation
2. Housing Deposits
3. Housing Tenancy and Sustaining Services
4. Recuperative Care
5. Short-Term Post-Hospitalization Housing
6. Day Habilitation Programs

3.5 MCP Members who were successfully housed

3.6 MCP Members who remained successfully housed



# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Ray Burkert

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Agenda # \_\_\_\_\_

3.14 ✓  
11.15 ✓  
11.16 ✓  
11.17 ✓  
11.18 ✓

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

## **Individual Speaker Limits:**

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

## **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.