

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



ITEM: 3.28
(ID # 23505)

MEETING DATE:
Tuesday, December 12, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Professional Service Agreement with CHW, a Collaborative of C and C Advisors, LLC, Health Roads, LLC, and Wellbrook Partners, LLC, for Consulting Services to improve implementation of California Advancing and Innovating Medi-Cal (CalAIM) and Homeless Management Information System (HMIS) without seeking competitive bids for a period of one year from January 1, 2024 through December 31, 2024; All Districts. [\$246,000 Total Cost – 100% Housing and Homeless Incentive Program Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the form of the Professional Services Agreement with CHW, a Collaborative of C and C Advisors, LLC, Health Roads, LLC, and Wellbrook Partners, LLC, for Consulting Services without seeking competitive bids for a period of one year from January 1, 2024 through December 31, 2024, with a total aggregate amount not to exceed \$246,000;

Continued on page 2

ACTION:Policy


Heidi Marshall, Director 11/29/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez 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: December 12, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Professional Services Agreement on behalf of the County, substantially conforming in form and substance to the attached Professional Services Agreement, subject to approval as to form by County Counsel; and

3. Authorize the Director of HWS, or designee, to administer the Professional Services Agreement and to take all necessary steps to implement the Professional Services Agreement, including but not limited to negotiating, approving, and executing amendments to the Subrecipient's Agreement that conform to the intent of the form of attached Professional Service Agreement subject to the availability of funds and approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$123,000	\$123,000	\$246,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Housing and Homeless Incentive Program Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Recent changes at the State level have opened the possibility for non-profits, the County and other stakeholders to bill for services through the Community Supports benefits under California Advancing and Innovating Medi-Cal (CalAIM). Riverside University Health System's Behavioral Health (RUHS-BH) division currently is utilizing this program to provide Community Supports (CS) and Enhanced Care Management (ECM). RUHS-BH leverages their Epic Electronic Health Records (Epic EHR) system to provide claims, and has a built-in system to manage documentation, payment, service tracking, and information reconciliation across systems. Non-profit homeless service providers that want to take advantage of this new opportunity do not have the same experience or infrastructure in place to manage these claims.

Summary of Proposal

The Department of Housing and Workforce Solutions (HWS) proposes to design an IT system and business process that enables non-profits the ability to access CalAIM resources to deliver expanded services to homeless clients in Riverside County. To do this, the County proposes to contract with CHW, a collaborative of C and C Advisors, Health Roads, and Wellbrook Partners (CHW Collaborative). Beyond working with non-profits, the CHW Collaborative will assist other

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County departments such as Department of Public Social Services (DPSS) - Adult Services Division and RUHS-BH in accessing CalAIM financing. The CHW Collaborative performed similar work for the counties of Alameda and Napa, and have a strong record on delivery of developing systems that will enable non-profits the ability to access these resources.

HWS proposes to enter into a single source contract with CHW Collaborative, and this was done after a review of the proposals provided to the counties of Napa and Alameda. Additionally, as the CalAIM program is new, there are few organizations with the experience required to advise the County. By moving forward with the single source contract, the County has the ability to expedite the delivery of service by leveraging the work already done by other counties. CHW's initial work of supporting the administrative and billing work for housing Community Based Organizations (CBOs) will create new processes and systems flexible enough to support a variety of County and CBO providers in the future. The period of performance is from January 1, 2024 through December 31, 2024.

Project Objectives

This project will primarily focus on leveraging county structures and resources to facilitate housing CBOs' engagement in CS, including the requirements for data exchange for authorizations, encounters, claims, resubmissions, and member information as required by the Managed Care Plans (MCPs). The intent is to leverage the County's data systems already in play with CalAIM, as well as the data systems used by housing CBOs – namely the County's Homeless Management Information System (HMIS).

Project Deliverables

1. **Interviews with Key Stakeholders** assessing state, potential workflow, and technology options to inform the process design.
2. **Use Case Scenarios Matrix** to develop use case scenarios and collaborate with the County to prioritize implementation priorities, gaps between the technology and processes to support County's goals.
3. **Provide Workflow and Technology Options** describing proposed components and functionality options for CalAIM billing and data exchange implementation.
4. **Implementation Workplan** will include task descriptions with dependencies and required roles for steps required.
5. **(If desired) Implementation Support** to coach, guide, and give recommendations drawn from our collective subject matter expertise throughout the implementation process.

Impact on Residents and Businesses

The CHW Collaborative will analyze the current system in place and make expert

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recommendations based on their findings. CHW Collaborative has assisted both Alameda County and Napa County with identifying better business processes for the CalAIM program. HWS desires to enhance the current system and process to benefit both the CBOs and residents of Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

The initial contract proposal is not to exceed \$246,000. Funds will be allocated from the Housing and Homeless Incentive Program (HHIP) grant funds that were recently awarded to HWS by Inland Empire Health Plan (IEHP) and Molina Healthcare of California (Molina). HHIP was developed by the Department of Health Care Services (DHCS) as an incentive to support CalAIM implementation. This project has been identified to meet the HMIS enhancement investment activity.

Since the start of the pandemic, the County of Riverside experienced an influx of new onetime funding for homeless services. There is a need to identify new revenue sources to continue the strong progress the County has made in addressing homeless. HWS anticipates that the County would realize a revenue inflow of about 30% of what is currently expended on services. For example, of the \$8 million the county receives through Homeless Housing, Assistance, and Prevention (HHAP) funding, about \$2.4 million would be covered through such a billing system allowing more dollars to increase programming and housing.

Attachments:

- HWSCoC-0000049 Agreement with CHW
- Approved Single Source Procurement 24-125 HHARC CHW


Brianna Lontajo, Principal Management Analyst 12/6/2023


Aaron Gettis, Deputy County Counsel 12/2/2023



HWS HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

Date: October 24, 2023
From: Heidi Marshall
To: Board of Supervisors/Purchasing Agent
Via: Stefanie A. Rubio (951) 205-7161
Subject: Single Source Procurement; Request for consulting services

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** CHW, a collaborative of C&C Advisors, Health Roads, and Wellbrook Partners.

2. **Vendor ID:** _____

3. **Single Source** **Sole Source**
(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

(*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

Yes No
SSJ# _____

4a. **Was the request approved for a different project?**

Yes No

5. **Supply/Service being requested:**
(*If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All*)

insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

HWS desires to have the current CalAIM process reviewed by a consulting firm used by Alameda County and Napa County for a similar project. There is an opportunity to increase revenue inflow by about 30% by billing for Community Supports benefits under CalAIM. Community Supports include housing transition navigation services, housing deposits, housing tenancy and sustaining services, short-term post-hospitalization housing, recuperative care, respite services, day habilitation programs, nursing facility transition/diversion to assisted living facilities, community transition services/nursing facility transition to a home, personal care and homemaker services, environmental accessibility adaptations, medically-supportive food/medically tailored meals, sobering centers, and asthma remediation.

- 6. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)**

The CHW Collaborative has worked with Alameda County and Napa County to review and make recommendations to improve their CalAIM systems. CHW Collaborative has proven to be experts in their field with identifying business processes that need to change in order to improve current practices. CHW Collaborative is highly respected in its knowledge, analysis, and implementation of CalAIM.

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The purpose of this project is to assist HWS with designing a more efficient IT system and business process whereby the County infrastructure is leveraged to facilitate participation in CalAIM for the benefit of service availability for eligible clients. The CHW Collaborative will assess our systems to determine capabilities of implementing a billing system and what additional operational requirements or processes are necessary and how those can be implemented. The CHW Collaborative has worked with Alameda County and Napa County to review and make recommendations to improve their CalAIM systems. CHW Collaborative has proven to be experts in their field with identifying business processes that need to change in order to improve current practices.

- 8. Period of Performance:** From: January 1, 2024 to December 31, 2024
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

- 9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the**

section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent’s authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY23/24	FY__	FY__	FY__	FY__	Total
One-time Costs:	\$246,000					
<i>(Insert description)</i>						
Ongoing Costs:						
<i>(Insert description)</i>						
Previous SSJ Approved Amounts:						
<i>(Insert description)</i>						
Total Costs	\$246,000					\$246,000

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

The cost will be fully funded by Housing and Homeless Incentive Program grant funds. The CHW collaborative is very familiar with the CalAIM Community Supports billing program. There is an anticipated revenue inflow of 30% based on the project outcomes CHW worked on with Alameda and Napa Counties. CHW is highly respected in its knowledge, analysis, and implementation of CalAIM.

11. Projected Board of Supervisor Date (if applicable): November 28, 2023
 (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

	Heidi Marshall	Nov 9, 2023
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 246,000 / per fiscal year through 12/31/24 (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____

Meghan Hahn

11/20/23

24-125

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

County of Riverside
Department of Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

and

CHW, a collaborative of:

C and C Advisors, LLC

Health Roads, LLC

and Wellbrook Partners, LLC

Housing and Homeless Incentive Program

CalAIM Assessment

Contract Number HWSCoC-0000049



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment V – CHW Proposal for Assessment and Recommendations

This Agreement is made and entered into this 1st day of January, 2024, by and between CHW, a collaborative of C and C Advisors, LLC, a California limited liability company, Health Roads, LLC, a California limited liability company, and Wellbrook Partners, LLC, a California limited liability company, (herein referred to as “CONTRACTOR”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as “COUNTY”).

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

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

WHEREAS, on November 15, 2022, the COUNTY received notice from IEHP and MHC that the COUNTY was awarded \$35,095,000 in HHIP funds through the CalAIM, Enhanced Care Management and Community Supports grant funds; and

WHEREAS, on October 3, 2023, per Minute Order No. 3.17, the Board of Supervisors approved and accepted HHIP incentive funds in the amount of \$12,000,000 from IEHP and MHC through the CalAIM, Enhanced Care Management and Community Supports grant funds; and

WHEREAS, \$3,000,000 of the HHIP incentive funds are to be used for Investment Topic No. 9, HMIS Collaboration and Enhancement, of the HHIP IEHP Investment Plan Workbook. Investment Topic No. 9, HMIS Collaboration and Enhancement, requires HWS 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; and

WHEREAS, CONTRACTOR is highly respected for its knowledge, analysis, and implementation of CalAIM, and has worked with Alameda County to implement the same program and in Sacramento County to implement and/or provided implementation strategy for similar programs; and

WHEREAS, COUNTY desires to work with CONTRACTOR to identify necessary improvements, and assist with implementing recommendations to the Clarity Homeless Management Information System (HMIS). COUNTY currently utilizes two systems through Riverside University Health System – Behavioral Health, to bill for CalAIM services. Through CONTRACTOR’s services, COUNTY will be able to reduce costs by automating the process, and increase revenue inflow by approximately 30% through leveraging the current data system currently being used by housing Community-Based Organizations (CBOs), namely, HMIS; and

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.

- B. "Budget Amendment" means any change affecting the overall total grant 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 grant 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. "CoC" refers to the Continuum of Care for Riverside County.
- F. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- G. "CONTRACTOR" refers to CHW, a collaborative of C and C Advisors, LLC, Health Roads, LLC, and Wellbrook Partners, LLC, including their employees, agents, representatives, subcontractors and suppliers. CONTRACTOR and CHW are used interchangeably in this Agreement.
- H. "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.
- I. "Expended" means all funds obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- J. "HMIS" refers to the Riverside County Homeless Management Information System.
- K. "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.
- L. "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.
- M. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- N. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- O. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – Payment Request Form, Attachment IV – Supporting Documentation, and Attachment V – CHW Proposal for Assessment and Recommendations.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective January 1, 2024 (“Effective Date”) and continues in effect through December 31, 2024 unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and CONTRACTOR agree that all services provided to the target population are estimated to be, and shall be, fully performed according to the project’s performance period schedule as set forth in Schedule B, Scope of Services.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with the terms of Schedule A, Payment Provisions. Wellbrook Partners, LLC, is the lead entity and shall submit all requests for reimbursement on behalf of the CHW collaborative. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR’s expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. TERMINATION FOR CONVENIENCE

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. After receipt of the notice of termination, CONTRACTOR shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

C. After termination, COUNTY shall make payment only for CONTRACTOR’s performance up to the date of termination in accordance with this Agreement.

In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. TERMINATION FOR CAUSE

A. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for cause, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but not limited to:

Cause shall include, but is not limited to:

- (1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;
- (2) use of, or permitting the use of HHIP funds provided under this Agreement for any ineligible activities;
- (3) any failure to comply with the deadlines set forth in this Agreement;
- (4) violation of any federal or state laws or regulations; or
- (5) withdrawal of HHIP expenditure authority.

B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:

- (1) Bar the CONTRACTOR from applying for future HHIP funds;
- (2) Revoke any other existing HHIP award(s) to the CONTRACTOR;
- (3) Require the return of any unexpended HHIP funds disbursed under this Agreement;
- (4) Require repayment of HHIP funds disbursed and Expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of HHIP funds including, but not limited to recaptured funds and returned funds;
- (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHIP requirements; and,
- (7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, CONTRACTOR shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DEFAULT

A. A default shall consist of any use of Grant funds for a purpose other than as authorized by this Agreement or failure of CONTRACTOR to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, COUNTY may take one or more of the following actions:

- (1) Issue a letter of warning advising CONTRACTOR of the default that establishes a date by

which corrective actions must be completed and puts CONTRACTOR on notice that more serious actions will be taken if the default is not corrected or is repeated;

- (2) Direct CONTRACTOR to submit progress schedules for completing the approved activities;
- (3) Direct CONTRACTOR to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- (4) Direct CONTRACTOR to reimburse the program accounts for costs inappropriately charged to the program; and/or
- (5) Make recommendations to reduce or recapture the Grant.

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any CONTRACTOR default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated pursuant to this Agreement shall be the sole property of COUNTY. The material, reports, or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in

the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination as it relates to work with COUNTY. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY as it relates to work with COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence.

- A. CONTRACTOR shall take special precautions, including, but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- B. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- C. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other

than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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 claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such

requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either;
- 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.

I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

17. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

18. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18.1 Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

19. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made, insurance policy CONTRACTOR shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. CYBER LIABILITY INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or oter misuse of data, infringmenet of intellectual property, invasion of privay and breach of data.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to repond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

21. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

22. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

23. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

24. **NO DEBARMENT OR SUSPENSION**
CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
25. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**
CONTRACTOR shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.
26. **CLEAN AIR/WATER ACTS**
As required in all contracts with an estimated total value in excess of \$100,000, CONTRACTOR agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require CONTRACTOR not to use facilities on the EPA list of violating facilities and to report violations to the EPA.
27. **LEAD BASED PAINT**
If applicable, CONTRACTOR shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).
28. **EMPLOYMENT PRACTICES**
- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
 - B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
 - C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
 - D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this Agreement.

29. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:

(1) All staff who work full or part-time positions by title, including volunteer positions;

(2) A brief description of the functions of each position and hours each position worked; and

(3) The professional degree, if applicable, and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

30. LOBBYING

A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the

adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

32. SUBCONTRACTS

- A. No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. CONTRACTOR shall not enter into any Subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. CONTRACTOR shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.
- F. In the event that CONTRACTOR enters into Subcontracts with subcontractors, as provided herein, CONTRACTOR shall Expend one hundred percent (100%) of HHIP CoC funds by the end of the Period of Performance, or HWSCoC's expenditure deadline for the use of funds, whichever is sooner.

33. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another

source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

34. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

35. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

36. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

37. DISPUTES

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

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

38. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Housing and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. CONTRACTOR will sign and date Attachment II and return it to COUNTY along with the executed Agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Participant Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service Participants that apply for and receive services, "Your Rights under California Welfare Programs" brochure (Publication 13). For copies of this brochure, visit the following website at:

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>

Civil Rights Complaints should be referred to:

CoC Program Manager
Riverside County Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a Participant or potential Participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a Participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a Participant which is different, or is provided in a different manner, or at a different time or place from that provided to other Participants on the basis of race, color, creed or national origin.
- (3) Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Participants in both languages.

All agreement issues, invoices, financial documents, notices, 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:

COUNTY:

Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

CONTRACTOR:

Wellbrook Partners, LLC
2127 Tiffin Road
Oakland, CA 94602

C and C Advisors, LLC
124 Bretano Way
Greebrae, CA 94904

Health Roads, LLC
39899 Balentine Drive, Suite #200
Newark, CA 95460

41. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. 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.

42. 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.

43. MODIFICATION OF TERMS

The budget amounts and period of performance in this Agreement may be modified as allowed or approved by HWS by written request from contractor(s) and/or approval letter from COUNTY. Modification beyond these parameters may be made only by a written amendment signed by authorized representatives of both parties.

44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

WELLBROOK PARTNERS, LLC, a California limited liability company

By: _____
Heidi Marshall
Director of Housing and Workforce Solutions

By: _____
Bridget Nolan Satchwell
Principal

APPROVED AS TO FORM:
Minh Tran
County Counsel

HEALTH ROADS, LLC, a California limited liability company

By: _____
Paula S. Salcido
Deputy County Counsel

By: _____
Rajib Ghosh
Founder and CEO

C and C Advisors, LLC, a California limited liability company

By: _____
Cristi Iannuzzi
Principal

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be reimbursed for an amount not to exceed \$246,000. Said funds shall be spent in accordance with the line item budget below:

Deliverables/Activities	Estimated Hours	Estimated Cost (Not to Exceed)
Project Start-up Engagement, Learnings, and Project Plan Development	60 hrs.	\$18,000
Project Management and Administration	495 hrs.	\$148,500
Interviews and Summary Notes	60 hrs.	\$18,000
Use Case Scenarios Matrix	45 hrs.	\$13,500
Workflow and Technology Options	80 hrs.	\$24,000
Implementation Workplan	60 hrs.	\$18,000
Additional hours for client to deploy as needed in pre-implementation phase	20 hrs.	\$6,000
Total	-	\$246,000

The table above may be changed (without changing the total amount) as approved with written approval from HWS.

- b. CONTRACTOR may add subcontractors to the project with written approval from COUNTY. The rates for subcontractors are between \$105-275 per hour.
- c. Rate for key staff listed below is \$300 per hour:

Entity	Key Staff	Role/Subject Matter Expertise
Wellbrook Partners (Lead Agency)	Bridget Nolan Satchwell	Data Exchange Operations
	Jennifer Martinez	Program/Business Strategy and Planning
C and C Advisors	Cristi Iannuzzi	Technology Strategy
	Cheryl Northfield	Project Management and Compliance
Health Roads	Rajib Ghosh	Technology Options and Implementation

- d. Wellbrook Partners, LLC, is the lead entity of the CHW collaborative. Wellbrook Partners, LLC, shall submit all requests for reimbursement on behalf of the CHW collaborative.
- e. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

- f. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:
 - 1. Form 2076A, an example of which is attached hereto as Attachment III and incorporated herein by this reference;
 - 2. The required supporting documentation set forth in Attachment IV, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- g. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the CONTRACTOR. In total, this process can take 4-6 weeks.
- h. All program funds shall be expended by the termination date of this Agreement.

A.2 WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Agreement. COUNTY may allow up to 20 days for CONTRACTOR to remedy a failure of compliance. CONTRACTOR must make remediation request in writing to COUNTY.

A.3 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, financial or contract report, CONTRACTOR shall be required to reimburse the full amount of the Program award to COUNTY, and may be prohibited from any further participation in the Program. COUNTY may impose any other actions permitted under 24 CFR 576.501(c).

A.4 FISCAL ACCOUNTABILITY

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies, incur and claim only eligible costs for reimbursement, and adhere to accounting standards established in 2 CFR Part 200.

A.5 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this Agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the HWS. Any Budget Amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct a Budget Modification, Budget Amendment and/or any other amendment of this Agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

- 1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HWS with no negative effect

for both parties under the authority of HWS.

2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.6 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HWS no later than December 31, 2024.

Schedule B
Scope of Services

- A. CONTRACTOR shall be responsible for the overall administration of the Project, including overseeing all subcontractors.
- B. CONTRACTOR agrees to participate in the Homeless Management Information System (HMIS).
1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant CONTRACTOR access to use the HMIS software for the term of this Agreement.
 3. CONTRACTOR shall ensure that employees using HMIS for Participant 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://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- C. CONTRACTOR shall assess and propose workflows and technology strategies to facilitate maximal participation in CalAIM service provision. The primary focus of the project will be to leverage County structures and resources to facilitate Housing Community-Based Organizations (CBOs) engagement in CS, including the requirements for data exchange for authorizations, encounters, claim, resubmissions, and member information as required by the MCPs. The intent is to leverage the County's data systems already in play with CalAIM, as well as the data systems used by housing CBOs – namely Clarity HMIS.
- D. The assessment and recommendations will map out options to engages CBOs with the systems most familiar to them, translate the data into required elements and structures for MCP billing, reporting, and exchanging that data with MCPs on behalf of those CBOs.
- E. The assessment shall also include any adjustments to the County's current processes to improve and streamline CalAIM data exchange in general to facilitate CBO involvement.
- F. Project Deliverables shall include the follow:
1. **Interviews and Summary Notes:** in-depth interviews with key stakeholders to assess current state, potential workflow and technology options to inform the process design below. Interviews will include critical County business and technology leadership, MCPs, and a few representative providers. CHW will provide bulleted summary notes from each interview with key takeaways and incorporate the learnings from these interviews in workflow and workplan deliverables.
 2. **Use Case Scenarios Matrix:** based on the County's desired future state, CHW will develop use case scenarios and collaborate with the County to prioritize their implementation priorities considering gaps between the technology and processes to support County's goals.

3. **Workflow and Technology Options:** as a companion to the Use Case Scenario Matrix analysis, CHW will provide necessary workflow and technical system recommendations to describe proposed components and functionality options for CalAIM billing and data exchange implementation. This could be used for presentations to MCP leadership and other potential funders for partner engagement and funding support. All options will call out administrative, technology, and privacy/compliance considerations and hurdles to overcome.
4. **Implementation Workplan:** CHW will provide a high-level work plan for implementing the preferred option above. The plan will include task descriptions with dependencies and required roles for steps required for current data systems or processes, new or refined connectivity between HMIS, the County, and the MCPs, and design/implementation/testing processes with any necessary short and long-term phasing.
5. **(If desired) Implementation Support:** depending on the results of the deliverables above, CHW can be available to support, coach, guide, and give recommendations drawn from our collective subject matter expertise throughout the implementation process.

G. Project Deliverable Timeline:

Deliverables/Activities	Timeline	Estimated Hours
Project Start-up Engagement, Learnings, and Project Plan Development (includes project plan development and management, review of materials, project kick-off)	Jan.-Feb. 2024	60
Project Management and Administration: weekly meetings – ongoing internal planning and client update/planning meetings. Budgeting for 6 months of weekly meetings with planning and prep time.	Throughout the project – hours may increase/decrease depending on final project timeline.	495
Interviews and Summary Notes Estimate 10 interviews – 2 CHW members will attend each interview – hours account for prep, and summary notes after the meeting.	Feb.-March 2024	60
Use Case Scenarios Matrix	Feb.-March 2024	45
Workflow and Technology Options	March-April 2024	80
Implementation Workplan	June-July 2024	60
Additional hours for client to deploy as needed in pre-implementation phase	As needed	20

H. Reporting Schedule

CONTRACTOR shall submit a final report describing the progress and accomplishments on the project. The final report shall serve as an evaluation and overview for services provided by the CONTRACTOR. The final report is due 30 days after the end of the contract period.

CONTRACTOR shall provide updates and additional information upon request by COUNTY.

ATTACHMENT I
Privacy and Security Standards

I. PHYSICAL SECURITY

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

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are 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 username for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty- four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)

- b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
- 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
- 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
- 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

1. The Contractor must ensure audit control mechanisms are in place.
2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. Data Backup and Recovery Plan.

1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media.
5. The Contractor shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to

ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross-cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

HWS Privacy Officer
 Riverside County Housing and Workforce Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

C and C Advisors, LLC

Organization

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

CONTRACTOR's Authorized Signature

124 Bretano Way
Greenbrae, CA 94904

Address of Vendor/Recipient

(08/13/01)

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Health Roads, LLC

Organization

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

CONTRACTOR's Authorized Signature

39899 Balentine Drive, Suite #200
Newark, CA 95460

Address of Vendor/Recipient

(08/13/01)

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
Wellbrook Partners, LLC
Organization

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

CONTRACTOR's Authorized Signature

2127 Tiffin Road
Oakland, CA 94602

Address of Vendor/Recipient

(08/13/01)

ATTACHMENT III
Payment Request Form 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name _____
Remit to Address _____
City _____ State _____ Zip Code _____
Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/Grant) Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

Any questions regarding this request should be directed to: _____
Name Phone Number

hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #
Amount Authorized
If amount authorized is different from amount request, please see attached claim recap for adjustments.
Program Date
Fiscal Date

ATTACHMENT IV
Supporting Documentation Instructions

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES
❖ 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 will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)
❖ The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6.
*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖ Claims received after June 6 will still be paid. However, payment will be delayed until after June 30.
❖ Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants must 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.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ SIGNED/DATED 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

LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.	
❖	Lease agreement
❖	Rent reasonableness, if required by the grant
❖	Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.	
❖	Invoice or documentation of rent amount and due date
❖	Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.	
❖	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
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.	
❖	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)
OTHER EXPENSES	
❖	Invoice/receipt including date and explanation of expense explanation of <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖	Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS	
❖	Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)

ATTACHMENT V
CHW Proposal for Assessment and Recommendations



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BUSINESS PROCESS AND
TECHNOLOGY ASSESSMENT FOR
CaAIM SERVICE BILLING

Riverside County Housing and
Workforce Solutions

August 9, 2023

PROPOSAL

Business Process Assessment and technology and workflow design recommendations for improvement and implementation of CalAIM service billing and required data exchange.

Background

Riverside County is currently providing several CalAIM Community Supports (CS) and Enhanced Care Management (ECM) services through its Behavioral Health department. This process leverages their Epic EHR system to provide claims and encounters to the Managed Care Plans, but requires immense manual effort to manage documentation, payment, service tracking, and information reconciliation across systems. This kind of administrative burden is much too significant for local Community-Based Organizations (CBOs) to hold on their own to join the CS providers' network providing these services. Riverside County, and in particular Housing and Workforce Development, is interested in exploring and designing a more efficient IT system and business process whereby the County infrastructure can be leveraged to alleviate much of this burden on providers and facilitate their participation in CalAIM for the benefit of service availability for eligible clients. The initial effort is focused specifically on the County supporting the administrative and billing work for housing CBO's, but with the goal of having new processes and systems flexible enough to support a variety of County and CBO providers in the future.

Project Objectives

CHW, a collaborative of C&C Advisors, Health Roads, and Wellbrook Partners, propose to assess and propose workflows and technology strategies to facilitate maximal participation in CalAIM service provision. This project will primarily focus on leveraging County structures and resources to facilitate Housing CBOs' engagement in CS, including the requirements for data exchange for authorizations, encounters, claims, resubmissions, and member information as required by the MCPs. The intent is to leverage the County's data systems already in play with CalAIM, as well as the data systems used by housing CBOs – namely Clarity HMIS. This assessment and recommendation will map out options to engage CBOs with the systems most familiar to them, translate that data into required elements and structures for MCP billing, reporting, and exchanging that data with MCPs on behalf of those CBOs. This assessment will also include any adjustments to the County's current processes to improve and streamline CalAIM data exchange in general to facilitate CBO involvement.

Project Deliverables

Project deliverables will include the following components:

1. **Interviews and Summary Notes:** In-depth interviews with key stakeholders to assess current state, potential workflow and technology options to inform the process design below. Interviews will include critical County business and technology leadership, MCPs, and a few representative providers. CHW will provide bulleted summary notes from each interview with key takeaways and incorporate the learnings from these interviews in workflow and workplan deliverables.
2. **Use Case Scenarios Matrix:** Based on the County’s desired future state, CHW will develop use case scenarios and collaborate with the County to prioritize their implementation priorities considering gaps between the technology and processes to support County’s goals.
3. **Workflow and Technology Options:** As a companion to the Use Case Scenario Matrix analysis, CHW will provide necessary workflow and technical system recommendations to describe proposed components and functionality options for CalAIM billing and data exchange implementation. This could be used for presentations to MCP leadership and other potential funders for partner engagement and funding support. All options will call out administrative, technology, and privacy/compliance considerations and hurdles to overcome.
4. **Implementation Workplan:** CHW will provide a high-level work plan for implementing the preferred option above. The plan will include task descriptions with dependencies and required roles for steps required for current data systems or processes, new or refined connectivity between HMIS, the County, and the MCPs, and design/implementation/testing processes with any necessary short and long-term phasing.
5. **(If desired) Implementation Support:** Depending on the results of the deliverables above, CHW can be available to support, coach, guide, and give recommendations drawn from our collective subject matter expertise throughout the implementation process. Design and development, and project management would be out of scope for this proposed level of implementation support, though those resources are available and can be scoped if needed.

Project Team Members

Key staff members are listed below, others might be added as needed (rates for additional sub-contractors are between \$105-275. All subcontractors will be brought on with approval by Riverside County.)

Entity	Key Staff*	Role/Subject Matter Expertise
Wellbrook Partners – prime contract holder	Bridget Nolan Satchwell	Data Exchange Operations
	Jennifer Martinez	Program/Business Strategy and Planning
C&C Advisors	Cristi Iannuzzi	Technology Strategy
	Cheryl Northfield	Project Management and Compliance
Health Roads	Rajib Ghosh	Technology Options and Implementation

*Rate for key staff is \$300 per hour.

Overall Project Timeline

Start Date: September 1, dependent on contracting timeline. Can be pushed out further as desired by Riverside County.

End date: To be filled in once implementation option selected.

Project Length: To be filled in once implementation option selected.

Project Deliverable Timeline and Cost

	Deliverable/Activities	Timeline	Hours	Cost
1	Project Start-up Engagement, Learnings, and Project Plan Development (Includes project plan development and management, review of materials, project kick-off)	Sept-Oct, 2023	60	\$18,000
2	Project Management and Administration: Weekly meetings - ongoing internal planning and client update/planning meetings. Budgeting for 6 months of weekly meetings with planning and prep time.	Throughout project – hours may increase/decrease depending on final project timeline.	495	\$148,500
3	Interviews and Summary Notes <i>Estimate 10 interviews – 2 CHW members will attend each interview – hours account for prep, and summary notes after the mtg.</i>	Oct-Nov, 2023	60	\$18,000
4	Use Case Scenarios Matrix	Nov-Dec, 2023	45	\$13,500
5	Workflow and Technology Options	Jan-Feb, 2024	80	\$24,000
6	Implementation Workplan	Feb-Mar, 2024	60	\$18,000
7	Additional hours for client to deploy as needed in pre-implementation phase	As needed	20	\$6,000
Project not-to-exceed total: \$246,000 pre-implementation. Implementation costs dependent on the below plan selected.				

	Deliverable/Activities	Timeline	Hours	Cost
8	<p>(If desired) Implementation Support – support provided during implementation and the early days post-implementation.</p> <ul style="list-style-type: none"> • SME Support (1000 hours over 12 months: CHW team available to attend meeting, facilitate occasional key meetings, and provide short-term specific problem-solving support as needed. • Implementation for off-the-shelf project/product: Available to oversee implementation with key county leadership including coaching for staff that will hold the work ongoing. • Implementation of a build-from-scratch solution: Available to oversee implementation with key county leadership including coaching for staff that will hold the work ongoing. Will require additional technical team members. 	Apr, 2024 to Mar 2025	<ul style="list-style-type: none"> • 1000 (SME support), • 2000 (Implementation for off-the shelf project/product), • 3500 (build-from-scratch solution) 	<ul style="list-style-type: none"> • \$300,000 (SME support) • \$600,000 (off-the-shelf) • \$1,050,000 (build-from-scratch)