

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards: \$329,397

Organization	Type	Sub-Award Amount
Peoples' Self-Help Housing Corp.	M. Nonprofit with 501C3 IRS Status	\$329,397

2A. Project Subrecipients Detail

a. Organization Name: Peoples' Self-Help Housing Corp.

b. Organization Type: M. Nonprofit with 501C3 IRS Status
If "Other" specify:

c. Employer or Tax Identification Number: 95-2750154

d. Unique Entity Identifier: NHC6G8NUGY17

e. Physical Address

Street 1: People's Self-Help Housing

Street 2: 1060 Kendall Road

City: San Luis Obispo

State: California

Zip Code: 93401

f. Congressional District(s): CA-024
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$329,397

j. Contact Person

Prefix: Ms.

First Name: June
Middle Name:
Last Name: Eastham
Suffix:
Title: Grants Manager
E-mail Address: grants@pshhc.org
Confirm E-mail Address: grants@pshhc.org
Phone Number: 805-548-2345
Extension:
Fax Number:

2B. Experience of Applicant, Subrecipient(s), and Other Partners

1. Describe your organization’s (and subrecipient(s) if applicable) experience in effectively utilizing Federal funds and performing the activities proposed in the application.

People's Self-Help Housing (PSHH) has a substantial history of effectively utilizing federal funds and performing the activities proposed in applications. Over the past five years, PSHH has managed and implemented various federally funded projects, demonstrating financial capacity, feasibility, and sustainability.

Key highlights of PSHH's experience include:

- Community Development Block Grant (CDBG) funding from Ventura County and City for over 5 years to provide Supportive Housing Program (SHP) services
- Multi-year CDBG funding from San Luis Obispo County jurisdictions for SHP services
- \$200,000 ARPA award in 2023 for SHP services in San Luis Obispo County
- City of Santa Barbara funding for SHP services at Victoria Hotel and Heath House
- Capital CDBG funding from Santa Maria for Education Department learning center rehab
- Regular grants and forgivable loans to the Multifamily Housing Development Department for new affordable housing properties
- Over \$1 million in Paycheck Protection Program (PPP) funding
- Recurring HUD Technical Assistance funding
- Recurring HUD Service Coordinators in Multifamily Housing funding

As a recipient of more than \$750,000 per year in federal funding, PSHH completes annual Single Audits in conformance with Uniform Guidance Standards, consistently receiving unmodified opinions without findings. In summary, PSHH has extensive, well-documented experience managing federal funds and implementing proposed activities, demonstrating the capacity to effectively carry out this application and oversee federal funding in alignment with guidelines.

2. Describe your organization’s (and subrecipient(s) if applicable) experience in leveraging Federal, State, local and private sector funds.

As part of our sustainability model, PSHH leverages funds from various sources, including Federal, State, local, and private sector funders. In the past year, PSHH secured approximately \$700,000 in non-federal funds, often using federal funding commitments to attract additional grant funds.

A key strategy PSHH employs involves ongoing renewals of CDBGs and other federal funds leverage base, seeking additional funding from state, local, and private sector sources. This approach demonstrates to potential funders that PSHH has a solid financial foundation and the capacity to manage and implement proposed activities. Additionally, PSHH undergoes an annual Single Audit, which lends further fiscal credibility to the organization.

The Supportive Housing Program (SHP), which provides clinical case management to PSHH households and comprises the supportive services that will be provided to HMIS-registered residents, maintains a 99.9% housing retention rate year-over-year. This program assists over 60% of PSHH's nearly 2000 households every year. The success of this program, combined with support from federal and regional governance bodies, helps PSHH leverage the funding needed to sustain its supportive services, including homeless set-aside units and additional SHP services.

PSHH's experience in leveraging funds contributes to organizational sustainability, allowing us to secure additional funds and maximize the resources available to fulfill our mission and serve community members.

3. Describe your organization's (and subrecipient(s) if applicable) financial management structure.

2024PSHH operates on a cash basis and has a comprehensive financial management structure that ensures robust oversight and accountability, meeting the standards of multiple state and federal programs. The Board of Directors, with Kenneth Trigueiro as the CEO and Board President, meets every two months to review and approve the latest financial reports, fulfilling their fiduciary duties.

The CFO reports directly to the CEO and is responsible for the overall financial strategy and operations. He oversees the Finance and Accounting Department, which is further divided into Finance and Accounting and Asset Management.

The Finance and Accounting division is led by the Director of Finance and Accounting. This team manages all financial transactions, maintains accurate records, and prepares financial reports. The team includes a Controller, Corporate Assistant Controller, Properties Financial Analyst, Senior Accountant, Senior Property Accountants, Property Accountants, Accountants, Assistant Accountants, Junior Accountants, and an Accounting Clerk.

The Asset Management division, led by the Senior Asset Manager, is responsible for managing the organization's assets, including real estate properties. This team ensures that all assets are properly maintained, utilized, and accounted for, and that PSHH is operating with the agreements established with the investors in individual affordable housing property, contributing to the overall financial stability of the organization. The Asset Management team includes Asset Managers and Asset Analysts who work together to optimize the value of the organization's and investors' assets.

In addition to these internal structures, PSHH also engages with external auditors annually to conduct a Single Audit, ensuring compliance with federal requirements and reinforcing our commitment to financial transparency and accountability.

**4. Are there any unresolved HUD monitoring or
OIG audit findings for any HUD grants (including
ESG) under your organization?** No

3A. Project Detail

1. CoC Number and Name: CA-614 - San Luis Obispo County CoC

2. CoC Collaborative Applicant Name: County of San Luis Obispo

3. Project Name: PSHH Supportive Housing Services 2024

4. Project Status: Standard

5. Component Type: PH

5a. Select the type of PH project: PSH

6. Is your organization, or subrecipient, a victim service provider defined in 24 CFR 578.3? No

7. Is this new project application requesting to transition from eligible renewal project(s) that was awarded to the same recipient and fully eliminated through reallocation in this CoC Program Competition? (Attachment Requirement) Yes

7a. List all expiring project(s) involved in the transition:

Grant PIN	Operating Start Date	Expiration Date	Component Type
CA0737L9D142315	05/30/2024	09/28/2023	HMIS

Update: IMPORTANT: For all expiring projects listed above, be sure to attach a copy of the most recently approved e-snaps project application(s) on Screen 7A (e.g., if the project was funded in the FY 2023 CoC Program Competition, a copy of the FY 2023 CoC Program Competition project application).

7b. Provide a brief description that addresses the scope of the proposed transition during the first year of operation.

With HMIS onboarding of Peoples' Self-Help Housing Corporation (PSHH) complete, and with the completion of licensure for staff operating the project, PSHH is no longer including HMIS implementation at 350 hours of staff time, nor staff licensure in the project.

With the opening of additional HMIS units in the county since the last grant proposal submission, PSHH is including more client service hours in the proposal.

8. Will funds requested in this new project application replace state or local government funds (24 CFR 578.87(a))? No

10. Is this project applying for Rural costs on screen 6A? No

3B. Project Description

1. Provide a description that addresses the entire scope of the proposed project.

PSHH will serve 64 households in CoC/HMIS-participating Permanent Supportive Housing homeless set-aside units at five properties, enhancing data collection and reporting capabilities through HMIS integration. This integration includes the use of CoC referrals for all vacancies in these units. Two of the properties included in the project are the County of San Luis Obispo's only two current Project Homekey properties.

PSHH will provide Permanent Housing to both new and existing residents. New residents will be selected utilizing CoC resources and the HMIS system, ensuring alignment with CoC priorities and enhancing coordination of services.

Through our comprehensive Supportive Housing Program (SHP), PSHH will provide clinical case management through Supportive Services to residents of HMIS-participating units. This includes client services, client record keeping, and ongoing HMIS record maintenance and updates.

SHP is delivered by a team of clinical social workers, including AMFTs, LMFTs, ACSWs, and LCSWs. These professionals work collaboratively with clients to develop and implement individualized case management plans. The program also facilitates access to or directly provides financial assistance, not funded via this project, for essential needs such as rent, utilities, deposits, and health care equipment.

2. For each primary project location, or structure, enter the number of days from the execution of the grant agreement that each of the following milestones will occur if this project is selected for conditional award.

Project Milestones	Days from Execution of Grant Agreement	Days from Execution of Grant Agreement	Days from Execution of Grant Agreement	Days from Execution of Grant Agreement
	A	B	C	D
Begin hiring staff or expending funds	1	1	1	90
Begin program participant enrollment	1	1	1	180
Program participants occupy leased or rental assistance units or structure(s), or supportive services begin	1	1	1	180
Leased or rental assistance units or structure, and supportive services near 100% capacity	1	1	1	180
Closing on purchase of land, structure(s), or execution of structure lease				
Start rehabilitation				
Complete rehabilitation				

Start new construction				
Complete new construction				

2a. If requesting capital costs (i.e., acquisition, rehabilitation, or new construction), describe the proposed development activities with responsibilities of the applicant, and subrecipients if included, to develop and maintain the property using CoC Program funds.

N/A

3. Check the appropriate box(s) if this project will have a specific subpopulation focus.

(Select ALL that apply)

N/A - Project Serves All Subpopulations	<input checked="" type="checkbox"/>	Survivors	<input type="checkbox"/>
Veterans	<input type="checkbox"/>	Substance Use Disorders	<input type="checkbox"/>
Youth (under 25)	<input type="checkbox"/>	Mental Illness	<input type="checkbox"/>
Families	<input type="checkbox"/>	HIV/AIDS	<input type="checkbox"/>
		Chronic Homeless	<input type="checkbox"/>
		Other (Click 'Save' to update)	<input type="checkbox"/>

4. Will your project participate in the CoC's Coordinated Entry (CE) process or recipient organization is a victim service provider, as defined in 24 CFR 578.3 and uses an alternate CE process that meets HUD's minimum requirements? Yes

5. Housing First

5a. Will the project quickly move participants into permanent housing? Yes

5b. Will the project enroll program participants who have the following barriers? Select all that apply.

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>

Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

5c. Will the project prevent program participant termination for the following reasons? Select all that apply.

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>
Loss of income or failure to improve income	<input checked="" type="checkbox"/>
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

5d. Will the project follow a "Housing First" approach? Yes
 (Click 'Save' to update)

6 Will program participants be required to live in a specific structure, unit, or locality at any time while in the program? Yes

6a. Explain how and why the project will implement this requirement.

The Supportive Housing Program is designed to ensure housing stability for residents of permanent, supportive housing owned and operated by People's Self-Help Housing. Clients of the program are directly assisted by the Supportive Housing Program as early as the resident-application phase, and are supported until no longer residing at a People's Self-Help Housing unit, although programmatic efforts are made to ensure the residents move on to other safe and secure housing if they so wish.

7. Will more than 16 persons live in a single structure? Yes

7a. Describe the local market conditions that necessitate a project of this size.

Addressing Severe Housing Shortage: San Luis Obispo County faces an acute affordable housing crisis, with only 19% of families able to afford median-priced homes. A larger development can house more individuals and families, making a significant impact on this critical need.

Economic Feasibility and Sustainability: In a high-cost area like San Luis Obispo County, economies of scale achieved through larger developments make projects more financially viable. This allows for more affordable rents and housing more low-income households while ensuring long-term sustainability of the housing.

Efficient Use of Limited Resources: In an area with scarce available land, larger multi-unit buildings make more efficient use of resources. This aligns with smart growth principles and helps preserve open space in the county.

Project Homekey Success: One of the properties in question is San Luis Obispo County's first Project Homekey site. Project Homekey, a statewide initiative to rapidly expand housing for persons experiencing or at risk of homelessness, has demonstrated success in creating larger-scale affordable housing solutions. This property's inclusion in the Project Homekey program underscores its alignment with state and local efforts to address homelessness efficiently and effectively.

7b. Describe how the project will be integrated into the neighborhood.

Community-Centric Design:

PSHH develops a variety of housing types (apartments, townhomes) to match diverse community needs.

Properties are designed to blend seamlessly with existing neighborhoods, focusing on landscaping and architectural elements that complement the local aesthetic.

Properties designs are adapted for rural, urban, and coastal settings, ensuring properties fit their specific environments.

Long-Standing Community Presence:

With over 50 years of operation on California's Central Coast, PSHH has established deep roots and trust in the communities they serve. San Luis Obispo counties are designed with the full cooperation and assistance of regional government.

New developments gain acceptance and support from local residents, to the extent that, over time, an overwhelming rate of residents are not aware that PSHH properties provide affordable housing.

Active Community Engagement:

PSHH actively seek input from community members to understand and address neighborhood needs and concerns.

Community engagement ensures new developments align with community priorities and expectations.

Comprehensive On-Site Services:

PSHH offers integrated services that benefit both residents and the wider community.

Supportive Services help to integrate residents with the surrounding communities, enhancing resident engagement in civic life.

Local Partnerships:

PSHH collaborates with local organizations to connect residents with additional resources and services.

This approach helps integrate PSHH properties into the existing community support network.

Addressing Diverse Population Needs:

PSHH tailors housing solutions for often overlooked groups like seniors, veterans, and young adults aging out of foster care.

Long-Term Management and Support:

PSHH maintains and manages almost 2,000 rental units across the Central Coast.

PSHH's focus on long-term property management and resident support, with active renovations occurring at at least one of our 55 properties at any given time, demonstrating an ongoing commitment to community well-being.

Safety and Welcoming Environments:

PSHH prioritizes resident safety in their designs, creating secure yet welcoming environments.

Properties are developed to foster a sense of pride among residents, encouraging them to view their homes as integral parts of the community.

Sustainable Development:
By offering long-term affordable housing solutions, PSHH contributes to the stability and sustainability of local communities.

100% Dedicated or DedicatedPLUS

A “100% Dedicated” project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families.

A “DedicatedPLUS” project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria:

- (1) experiencing chronic homelessness as defined in 24 CFR 578.3;
- (2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;
- (3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;
- (4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;
- (5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or
- (6) receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds were dedicated to individuals and families experiencing chronic homelessness under the grant that is being renewed may either be reallocated as a DedicatedPLUS project or may continue as a renewal dedicating 100 percent of its beds to individuals and families experiencing chronic homelessness. If the project is reallocated as a DedicatedPLUS project, the project must adhere to all fair housing requirements at 24 CFR 578.93.

**8. Is this project 100% Dedicated or DedicatedPLUS
DedicatedPLUS?**

4A. Supportive Services for Participants

1. Describe how program participants will be assisted to obtain and remain in permanent housing.

Note: If applying for DV Bonus or DV Reallocation, you must describe how the project will include trauma-informed, victim-centered approaches in their strategies to assist participants to obtain or remain in permanent housing.

The San Luis Obispo County Continuum of Care (CoC) implements a comprehensive and systematic approach to assist individuals in obtaining and maintaining permanent housing. Central to this approach is the Coordinated Entry System, which utilizes standardized assessment tools to evaluate individuals' needs and vulnerabilities. This assessment process facilitates the prioritization of those with the highest needs for available housing resources. The CoC maintains a by-name list of all individuals experiencing homelessness in the county, prioritized according to specific criteria including chronicity of homelessness, vulnerability scores, length of time homeless, and severity of service needs.

Upon prioritization, individuals are matched with appropriate housing options as they become available, including Permanent Supportive Housing provided by People's Self-Help Housing (PSHH). The CoC employs specific prioritization processes for targeted populations, including veterans, families with children, youth, and individuals with severe mental illness or substance use disorders.

PSHH, as a key housing provider and service organization, operates in close collaboration with the Coordinated Entry System to provide housing for prioritized individuals. The organization offers a diverse range of affordable housing options throughout the county, accommodating various needs through apartment and townhome configurations.

The Supportive Housing Program (SHP) of PSHH provides comprehensive case management services delivered by licensed clinical social workers, offered at no cost to residents and without waitlists. This program adheres to a Housing First approach, prioritizing rapid placement into housing without preconditions and focusing on housing stabilization before addressing other issues.

To promote long-term housing stability, PSHH provides an array of on-site services, including educational support through learning centers, adult education and career advancement programs, and financial literacy workshops. Additionally, PSHH maintains an Emergency Assistance Fund to support residents facing acute financial crises that may jeopardize their housing stability.

PSHH engages in collaborative partnerships with local organizations to deliver comprehensive support, including healthcare, mental health services, substance abuse treatment, and employment assistance. This collaborative approach aligns with the CoC's community-wide strategy, enhancing coordination among housing providers, healthcare organizations, and social services.

The organization's commitment extends beyond initial housing placement. PSHH provides ongoing property management to ensure housing remains safe, well-maintained, and affordable long-term. Social workers serve as advocates for residents, collaborating with property management to prevent evictions when feasible and providing intervention and support to address issues proactively.

For individuals selected for housing, PSHH facilitates the documentation process required to establish eligibility, which may include proof of homelessness, disability documentation (for Permanent Supportive Housing), and income verification. Through this multifaceted approach, PSHH and the San Luis Obispo County CoC work in tandem to assist individuals and families

in not only obtaining permanent housing but also achieving long-term stability and self-sufficiency

2. Describe the specific plan to coordinate and integrate with other mainstream health, social services, and employment programs for which program participants may be eligible.

This program already coordinates and integrates with other mainstream health, social services, and employment programs for which program participants may be eligible.

SHP social workers act as advocates and connectors, linking clients to various services that help stabilize households and build resiliency, including:

- Health and wellness services: MediCal enrollment, mental health services, substance abuse treatment, disability services
- Financial stability support: SNAP application assistance, Social Security support, financial literacy workshops, job training
- Family and education services: Early childhood education, after-school programs, adult education, parenting classes
- Community resources: Food banks, legal aid, transportation assistance, domestic violence support

Additional examples of partnerships that enhance health, social service and employment program access:

- SHP has a partnership with CenCal Health, the regional MediCal provider, to enhance services and ensure maximum MediCal enrollment among eligible households.
- Social workers collaborate with clients to identify needs, set goals, and access services, often making referrals, assisting with applications, providing transportation, and offering ongoing support.
- SHP assists clients in securing social services from other public and private social welfare and safety net programs, such as MediCal, SNAP, housing vouchers, and more.
- SHP social workers have an in-depth understanding of qualifying criteria for various benefits and assist residents in benefit selection and application, streamlining the process for clients and other service providers.
- The program coordinates referrals to specialized services as needed, such as legal aid, mental health support, and substance use treatment.
- SHP works to enhance access to accommodations and connect residents to critical emergency financial assistance when other community resources are exhausted.
- The program aims to provide comprehensive wraparound services by leveraging partnerships with local agencies and stakeholders.

3. For all supportive services available to program participants, indicate who will provide them and how often they will be provided.

Click 'Save' to update.

Supportive Services	Provider	Frequency
Assessment of Service Needs	Subrecipient	Annually
Assistance with Moving Costs	Subrecipient	As needed
Case Management	Subrecipient	As needed
Child Care	Non-Partner	As needed
Education Services	Non-Partner	As needed
Employment Assistance and Job Training	Non-Partner	As needed
Food	Non-Partner	Weekly
Housing Search and Counseling Services	Applicant	As needed
Legal Services	Non-Partner	As needed
Life Skills Training	Applicant	As needed
Mental Health Services	Applicant	As needed
Outpatient Health Services	Non-Partner	As needed
Outreach Services	Applicant	As needed
Substance Abuse Treatment Services	Non-Partner	As needed
Transportation	Non-Partner	As needed
Utility Deposits	Applicant	As needed

Identify whether the project will include the following activities:



4. Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs? Yes

5. Annual follow-ups with program participants to ensure mainstream benefits are received and renewed? Yes

6. Will program participants have access to SSI/SSDI technical assistance provided by the project applicant, subrecipient, or partner agency? Yes

6a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months. Yes

4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the  icon. To view or update a housing site already listed, select the  icon.

Total Units: 143

Total Beds: 143

Total Dedicated CH Beds: 5

Housing Type	Housing Type (JOINT)	Units	Beds	Dedicated CH Beds
Clustered apartments	---	25	25	5
Clustered apartments	---	24	24	0
Clustered apartments	---	5	5	0
Clustered apartments	---	10	10	0
Single Room Occupancy (SRO)...	---	79	79	0

5A. Project Participants - Households

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

Households Table

	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Number of Households		143		143

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Persons over age 24		138		138
Persons ages 18-24		5		5
Accompanied Children under age 18				0
Unaccompanied Children under age 18				0
Total Persons	0	143	0	143

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

Persons in Households with at Least One Adult and One Child

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24										
Persons ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

Persons in Households without Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans- (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	138									
Persons ages 18-24	5									
Total Persons	143	0	0	0	0	0	0	0	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

Data on this screen should be based on Maximum Occupancy at a single point in time. It should not be based on the estimated amount of participants that will be served throughout the grant term.

6A. Funding Request

1. Will it be feasible for the project to be under grant agreement by September 15, 2026? **Yes**

2. What type of CoC funding is this project applying for in this CoC Program Competition? **Reallocation**

3. Does this project propose to allocate funds according to an indirect cost rate? **Yes**

Indirect cost rate proposals should be submitted as soon as the applicant is notified of a conditional award. Conditional award recipients will be asked to submit the proposal rate during the e-snaps post-award process.

Applicants with an approved indirect cost rate must submit a copy of the approval with this application.

3a. Complete the indirect cost rate table below

Cognizant Agency	Indirect Cost Rate	Direct Cost Base	Plan approved by cognizant agency or will use 15% de minimis rate
Peoples' Self-Help Housing Corporation	32%	\$244,905	Approved Rate

4. Select a grant term: **1 Year**

* 5. Select the costs for which funding is requested:

Leased Units	
Leased Structures	
Rental Assistance	
Supportive Services	X
Operating	
HMIS	
VAWA	X
Rural	

The VAWA BLI is permanently checked. This allows any project to shift funds up to a 10% shift from another BLI if VAWA emergency transfer costs are needed.

6. If conditionally awarded, is this project requesting an initial grant term greater than 12 months?
(13 to 18 months) No

6F. Supportive Services Budget

A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management	Social Worker, \$45/hr salary + fringe, 107 hours annual per client, 64 clients, 6,859 hours (3.29 FTE), \$308,670 total. Social Worker Supervisor, \$49.50/hr salary + fringe, 361 hours annual, (0.17 FTE), \$17,870 total. Sum, \$325,540. \$244,905 + Indirect rate requested in CoC funding. Match \$81,635 + Indirect.	\$244,905
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		
14. Substance Abuse Treatment Services		
15. Transportation		
16. Utility Deposits		
17. Operating Costs	Indirect, 32%. \$326,540 total cost base. \$244,905 CoC funding * 34.5% indirect = \$84,492. \$81,635 match * 32% indirect = \$28,164. Total indirect = \$112,656	\$84,492
Total Annual Assistance Requested		\$329,397
Grant Term		1 Year
Total Request for Grant Term		\$329,397

Click the 'Save' button to automatically calculate totals.

VAWA Budget

VAWA Budget

In FY2024, the Violence Against Women Act (VAWA) has clarified the use of CoC Program funds for VAWA eligible cost categories. These VAWA cost categories can be added to a new project application to create a CoC VAWA Budget Line Item (BLI) in e-snaps and eLOCCS. The BLI will be added to grant agreements and utilized the same as other CoC Program BLIs in e-snaps and eLOCCS. Eligible CoC VAWA costs can be identified in one or both of the following CoC VAWA categories. Examples of eligible costs in these cost categories are identified as follows:

- A. VAWA Emergency Transfer Facilitation. Examples of eligible costs include the costs of assessing, coordinating, approving, denying, and implementing a survivor’s emergency transfer(s). Additional details of eligible costs include:
- Moving Costs. Assistance with reasonable moving costs to move survivors for an emergency transfer(s).
 - Travel Costs. Assistance with reasonable travel costs for survivors and their families to travel for an emergency transfer(s). This may include travel costs to locations outside of your CoC’s geography.
 - Security Deposits. Grant funds can be used to pay for security deposits of the safe unit the survivor is transferring to via an emergency transfer(s).
 - Utilities. Grant funds can be used to pay for costs of establishing utility assistance in the safe unit the survivor is transferring to.
 - Housing Fees. Grant funds can be used to pay fees associated with getting survivors into a safe unit via emergency transfer(s), including but not limited to application fees, broker fees, holding fees, trash fees, pet fees where the person believes they need their pet to be safe, etc.
 - Case Management. Grant funds can be used to pay staff time necessary to assess, coordinate, and implement emergency transfer(s).
 - Housing Navigation. Grant funds can be used to pay staff time necessary to identify safe units and facilitate moves into housing for survivors through emergency transfer(s).
 - Technology to make an available unit safe. Grant funds can be used to pay for technology that the individual believes is needed to make the unit safe, including but not limited to doorbell cameras, security systems, phone, and internet service when necessary to support security systems for the unit, etc.
- B. VAWA Confidentiality Requirements. Examples of eligible costs for ensuring compliance with VAWA confidentiality requirements include:
- Monitoring and evaluating compliance.
 - Developing and implementing strategies for corrective actions and remedies to ensure compliance.
 - Program evaluation of confidentiality policies, practices, and procedures.
 - Training on compliance with VAWA confidentiality requirements.
 - Reporting to CoC Collaborative Applicant, HUD, and other interested parties on compliance with VAWA confidentiality requirements.
 - Costs for establishing methodology to protect survivor information.
 - Staff time associated with maintaining adherence to VAWA confidentiality requirements.



Enter the estimated amount(s) you are requesting for this project’s Emergency Transfer Facilitation costs and VAWA Confidentiality Requirements costs for one or both of these eligible CoC VAWA cost categories. The CoC VAWA BLI Total amount can be expended for any eligible CoC VAWA cost identified above.

Eligible Costs	Annual Assistance Requested
Estimated budget amount for VAWA Emergency Transfer Facilitation:	
Estimated budget amount for VAWA Confidentiality Requirements:	

CoC VAWA BLI Total:	\$0
Grant Term	1 Year
Total Request for Grant Term	\$0

Click the 'Save' button to automatically calculate totals.

6I. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the  icon. To view or update a Match source already listed, select the  icon.

Summary for Match

Total Amount of Cash Commitments:	\$109,799
Total Amount of In-Kind Commitments:	\$0
Total Amount of All Commitments:	\$109,799

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Type	Source	Name of Source	Amount of Commitments
Cash	Private	Peoples' Self-Hel...	\$109,799

Sources of Match Detail

- 1. **Type of Match commitment:** Cash
- 2. **Source:** Private
- 3. **Name of Source:** Peoples' Self-Help Housing Corporation
(Be as specific as possible and include the office or grant program as applicable)
- 4. **Amount of Written Commitment:** \$109,799

6J. Summary Budget

The following information summarizes the funding request for the total term of the project. However, administrative costs can be entered in 8. Admin field below.

Eligible Costs (Light gray fields are available for entry of the previous grant agreement, GIW, approved GIW Change Form, or reduced by reallocation)	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Applicant CoC Program Costs Requested
1a. Acquisition (Screen 6B)			\$0
1b. Rehabilitation (Screen 6B)			\$0
1c. New Construction (Screen 6B)			\$0
2a. Leased Units (Screen 6C)	\$0	1 Year	\$0
2b. Leased Structures (Screen 6D)	\$0	1 Year	\$0
3. Rental Assistance (Screen 6E)	\$0	1 Year	\$0
4. Supportive Services (Screen 6F)	\$329,397	1 Year	\$329,397
5. Operating (Screen 6G)	\$0	1 Year	\$0
6. HMIS (Screen 6H)	\$0	1 Year	\$0
 7. VAWA	\$0	1 Year	\$0
8. Rural (Only for HUD CoC Program approved rural areas)	\$0	1 Year	\$0
9. Sub-total of CoC Program Costs Requested			\$329,397
10. Admin (Up to 10% of Sub-total in #9)			
11. HUD funded Sub-total + Admin. Requested			\$329,397
12. Cash Match (From Screen 6I)			\$109,799
13. In-Kind Match (From Screen 6I)			\$0
14. Total Match (From Screen 6I)			\$109,799
15. Total Project Budget for this grant, including Match			\$439,196

Click the 'Save' button to automatically calculate totals.

View results

Respondent

3

Anonymous

149:15

Time to complete

Primary Applicant Information

1. **Organization Name** *

Peoples' Self-Help Housing Corporation

2. **Unique Identity ID (UEI) Number:**

*If you do not yet have a UEI, you will need to obtain one from <https://sam.gov/> **

NHC6G8NUGY17

3. **Contact Person/Title** *

June Eastham, Grants Manager

4. **Phone Number** *

80554823345

5. **Email ***

grants@pshhc.org

6. **Address ***

1060 Kendall Road

7. **City, State, Zip ***

San Luis Obispo, 93401

Project

8. **Project Name ***

PSHH Supportive Housing Services 2024

9. **Application Type ***

- Renewal
- Renewal Expansion
- New Bonus Project (non DV)

10. **If you are applying to consolidate this project with one or more other projects, please enter the grant number(s) for the other project(s):**
You will need to complete an e-snaps application and supplemental application for all projects being consolidated.

Project #209342

Design of Housing & Supportive Services

11. Describe the needs of the clients to be served. *

The clients served by this program face multiple challenges as they transition out of homelessness. Many have experienced extended periods of housing instability. This prolonged disconnection from stable housing has led to a range of related issues, as documented by many academic studies. Clients typically have limited or no income, poor credit history, and lack basic financial management skills. Their financial situation is often linked to barriers to employment or a lack of job skills necessary for stable work.

The transition to housing involves navigating complex systems. Clients often encounter difficulties with the logistics of securing and maintaining housing, including managing paperwork, understanding lease terms, and setting up basic utilities. This extends to other areas of their lives, particularly healthcare. A portion of clients have unmet health needs, including physical conditions, mental health issues, and substance use disorders.

Gaps in life skills and support networks are also common. Clients may lack the knowledge needed for long-term housing stability, such as budgeting, understanding tenant rights, managing day-to-day household responsibilities, and securing and retaining personal governmental documentation. They may also be disconnected from social service providers and unaware of available resources. For the estimated 5% of participants with a history of victimization or abuse, there are additional considerations for support.

Cultural and linguistic factors present another challenge, with a significant rate of Latinx clients. Some may face difficulties accessing culturally appropriate services or navigating systems in a non-native language. This demographic composition highlights the need for culturally competent, bilingual services to effectively support clients in their journey towards stability.

The Supportive Housing Program (SHP) aims to address these varied needs through a comprehensive, culturally informed approach. By providing a range of services from housing assistance and healthcare coordination to financial education and life skills training, the program seeks to bridge the gaps in clients' resources and abilities, supporting their transition from homelessness to long-term, stable housing.

Please enter at most 4000 characters

12. For the proposed project, please estimate the expected % of households that will experience an increase in earned income from program start to program exit: *

50%

13. For the proposed project, please estimate the expected % of households that will experience an increase in non-employment income from program start to program exit: *

90%

14. For the proposed project, please estimate the expected % of households that will experience an increase in total income from program start to program exit: *

95%

15. **Project Type** *

- Permanent Supportive Housing
- Rapid Rehousing
- Joint Transitional Housing-Rapid Rehousing
- Coordinated Entry
- Other

Permanent Housing

16. Describe the type and scale of all the supportive services that will be offered to program participants to ensure successful retention in or help to obtain permanent housing, regardless of funding source, meets the needs of clients to be served. *

The Supportive Housing Program (SHP) will provide clinical case management services to residents of the HMIS-participating units at no cost and without waitlists. This will be delivered by a team of licensed clinical social workers, including AMFTs, LMFTs, ACSWs, and LCSWs. These professionals will work collaboratively with clients to develop and implement individualized case management plans.

Key supportive services include:

- Assessment of service needs, conducted annually
- Case management, provided as needed
- Housing search and counseling services, as needed
- Life skills training, as needed
- Short-term therapy services
- Outreach services

Additionally, PSHH will facilitate access to or directly provide, through ancillary organizational and partner-operated programs:

- Long-term mental health services
- Education services
- Employment assistance and job training
- Food assistance (weekly)
- Legal services
- Outpatient health services
- Substance abuse treatment services
- Transportation assistance
- Utility deposits assistance, as needed
- Assistance with moving costs, as needed

The program aims to address gaps in clients' resources and abilities prior to enrollment, such as lack of income, active substance use issues, criminal records, and histories of victimization. PSHH employs a Housing First approach, rapidly placing individuals into housing without preconditions and then focusing on housing stabilization.

To promote long-term stability, PSHH provides on-site services including educational support through learning centers, adult education, career advancement programs, and financial literacy workshops. An Emergency Assistance Fund is maintained to support residents facing acute financial crises that may jeopardize housing stability.

PSHH also engages in partnerships with local organizations to deliver comprehensive support, including healthcare, mental health services, substance abuse treatment, and employment assistance. This collaborative approach enhances coordination among housing providers, healthcare organizations, and social services to meet clients' diverse needs.

Please enter at most 4000 characters

17. Describe how the project will utilize housing subsidies or subsidized housing units not funded through the CoC or ESG programs.

*Housing subsidies or subsidized housing units may be funded through any of the following sources: Private organizations; State or local government, including through the use of HOME funding provided through the American Rescue Plan; Public Housing Agencies, including through the use of a set aside or limited preference; Faith-based organizations; or Federal programs other than the CoC or ESG programs. **

The project leverages property-based housing vouchers for some of the CoC-participating rental units. These vouchers are tied to specific units within PSHH properties, allowing for long-term affordability and stability for residents.

PSHH's Supportive Housing Program (SHP) staff assists residents in obtaining and maintaining resident-based housing vouchers when they are eligible, and assists new residents with existing resident-based housing vouchers in completing needed paperwork. PSHH also utilizes funding sources and subsidies to develop and maintain affordable housing, which may include:

- Low-Income Housing Tax Credits (LIHTC)
- Project-based Section 8 contracts
- HOME Investment Partnerships Program funds
- Various forms of HCD funds

Please enter at most 4000 characters

18. Describe the current strategy used to recruit landlords and show how well it works at identifying units across the entire CoC area, including areas where the CoC has historically not been able to find units. *

PSHH develops new affordable housing properties throughout San Luis Obispo County, with each property owned by a unique LLC subsidiary to PSHH and operate as the landlord organization. These properties incorporate homeless set-aside units at record rates per property, increasing the availability of units specifically designated for individuals and families experiencing homelessness. By maintaining control over unit availability, tenant selection, and property management, PSHH can strategically plan the location of new developments to address gaps in affordable housing across the entire CoC area, including in areas where units have historically been difficult to secure.

PSHH also advocates for affordable housing construction and establishment in San Luis Obispo County, in cooperation with private and governmental stakeholders. This advocacy work contributes to the environment for affordable housing development and demonstrates best-practices designed for the regional economy and communities.

Please enter at most 4000 characters

19. Identify any new practices that have been implemented to recruit landlords in the past 3 years and the lessons learned from implementing those practices. *

In the past 3 years, People's Self-Help Housing (PSHH) has implemented the following practices to increase the availability of affordable housing units:

Advocacy with Continuous Quality Improvement: PSHH has focused on advocacy efforts to promote affordable housing development in San Luis Obispo County. This process involves ongoing evaluation and refinement of advocacy strategies based on outcomes and community feedback.

Partnering with For-Profit Developers: PSHH has increased its involvement in building, owning, and operating the mandated affordable housing units that are ancillary to for-profit housing developments. This approach leverages private sector development to create more affordable housing options.

Long-Term Affordability Focus: By taking ownership and management of these mandated affordable units, PSHH ensures they remain affordable housing in perpetuity. This contrasts with the typical model where affordable units owned by for-profit organizations often convert to market-rate housing after fifteen years.

Please enter at most 4000 characters

20. Describe how you will use data to update your landlord recruitment strategy. *

People's Self-Help Housing (PSHH) uses data to inform advocacy efforts and update its strategy for increasing affordable housing units in San Luis Obispo County in the following ways:

Real Estate Market Analysis: PSHH utilizes local real estate data to identify areas with high housing costs, limited affordable options, or potential for development. This information guides decisions on where to focus new property development efforts.

Financial Feasibility Studies: Data from previous successful affordable housing projects in San Luis Obispo County is analyzed to refine financial mechanisms and strategies for future developments. This includes examining funding sources, construction costs, and long-term operational expenses.

Demographic Trends: PSHH reviews population data, income levels, and housing needs across different areas of the county to ensure new developments align with community requirements.

Policy Impact Assessment: Data on the outcomes of advocacy efforts, such as changes in local housing policies or zoning regulations, is used to adjust and focus future advocacy strategies.

Unit Occupancy and Turnover Rates: PSHH tracks occupancy rates and tenant turnover in its existing properties to identify trends and inform decisions on unit types and locations for future developments.

Waitlist Analysis: Data from property waitlists helps identify areas of highest demand for affordable housing, informing decisions on where to prioritize new development efforts.

Community Feedback: PSHH collects and analyzes feedback from residents, community partners, and local officials to identify areas for improvement in housing design, amenities, and support services.

Cost-Benefit Analysis: Financial data from existing properties is used to assess the long-term sustainability of different housing models and inform decisions on future property management strategies.

Please enter at most 4000 characters

21. Describe how the project will utilize healthcare resources to help individuals and families experiencing homelessness.

*Sources of health care resources include: Direct contributions from a public or private health insurance provider to the project (e.g., Medicaid), and Provision of health care services, including mental health services, by a private or public organization (including FQHCs and state or local health departments) tailored to the program participants of the project, direct partnerships with organizations that provide healthcare services, including mental health services to individuals and families (including FQHCs and state and local public health departments) experiencing homelessness who have HIV/AIDS). Eligibility for the project must comply with HUD program and fair housing requirements. Eligibility criteria cannot be restricted by the eligibility requirements of the health care service provider. **

People's Self-Help Housing (PSHH) utilizes healthcare resources to assist individuals and families experiencing homelessness through the following methods:

Partnerships with Local Health Providers: PSHH collaborates with local healthcare organizations, including Federally Qualified Health Centers (FQHCs) and state or local health departments, to provide tailored health services to program participants.

CenCal Health Partnership: PSHH has established a partnership with CenCal Health, the regional Medi-Cal provider, to increase Medi-Cal enrollment and utilization in San Luis Obispo County. This collaboration aims to enhance access to healthcare services for program participants.

Mental Health Services: The project partners with mental health service providers to offer counseling and treatment options for participants experiencing mental health challenges.

Health Insurance Enrollment: PSHH assists program participants in enrolling in public health insurance programs such as Medi-Cal, ensuring access to covered healthcare services.

On-site Health Screenings: In partnership with local health organizations, PSHH arranges for on-site health screenings at its properties to facilitate early detection and treatment of health issues.

Telehealth Services: The project works to provide access to telehealth services, enabling participants to consult with healthcare providers remotely.

HIV/AIDS Services: PSHH maintains partnerships with organizations that provide specialized healthcare services for individuals and families experiencing homelessness who have HIV/AIDS.

Health Education: The project offers health education programs to participants, covering topics such as preventive care, nutrition, and managing chronic conditions.

Care Coordination: PSHH staff work to coordinate healthcare services for participants, helping to navigate the healthcare system and ensure continuity of care.

Transportation Assistance: The project provides transportation assistance to help participants attend medical appointments.

Substance Use Treatment: PSHH collaborates with substance use treatment providers to offer services to participants struggling with substance use disorders.

Please enter at most 4000 characters

Experience

22. Describe the experience of the applicant and sub-recipients (if any) in working with the proposed population and in providing housing similar to that proposed in the application. *

PSHH has been in operation for 54 years, demonstrating a long-standing commitment to affordable housing and supportive services.

The organization owns and operates 54 permanent affordable housing properties on the Central Coast, encompassing nearly 2,000 units and serving approximately 5,500 residents. This portfolio includes a diverse range of housing types and locations, catering to various needs within the community, with 14% of San Luis Obispo County residents living in PSHH housing having been homeless immediately prior to move-in.

PSHH's Supportive Housing Program (SHP) has been in operation for over 20 years. The program is designed to assist all PSHH residents in retaining secure and affordable housing, indicating a proven track record in providing comprehensive support services.

The SHP offers clinical case management services, delivered by licensed social workers, including AMFTs, LMFTs, ACSWs, and LCSWs. These professionals work collaboratively with clients to develop and implement individualized case management plans.

PSHH has experience in serving individuals and families who have experienced homelessness, as evidenced by their incorporation of homeless set-aside units in their properties, a minimum rate of 10% per-property homeless set-asides during the last three years of property development.

The organization has demonstrated ability to develop, manage, and maintain affordable housing units over long periods, ensuring the sustainability of our housing solutions.

PSHH has established partnerships with various local health and social service providers, indicating experience in coordinating comprehensive care for residents.

Please enter at most 4000 characters

23. Describe experience in effectively utilizing federal funds including HUD grants and other public funding, including satisfactory drawdowns and performance for existing grants as evidenced by timely reimbursement of subrecipients (if applicable), regular drawdowns, timely resolution of monitoring findings, and timely submission of required reporting on existing grants. *

People's Self-Help Housing (PSHH) demonstrates experience in effectively utilizing federal funds, including HUD grants and other public funding:

PSHH regularly uses HUD Section 8 property-based and tenant-based vouchers in its housing operations, demonstrating familiarity with HUD housing subsidy programs and associated compliance requirements.

Over the past five years, PSHH has managed and implemented various federally funded projects, including:

Community Development Block Grant (CDBG) funding from Ventura, Santa Barbara and San Luis Obispo counties and several municipalities for over 5 years to provide Supportive Housing Program (SHP) services

\$200,000 ARPA award in 2023 for SHP services in San Luis Obispo County

Capital CDBG funding from Santa Maria for Education Department learning center rehabilitation

Regular grants and forgivable loans to the Multifamily Housing Development Department for new affordable housing properties

Over \$1 million in Paycheck Protection Program (PPP) funding

Recurring HUD Technical Assistance funding

Recurring HUD Service Coordinators in Multifamily Housing funding

PSHH receives more than \$750,000 per year in federal funding, necessitating annual Single Audits in conformance with Uniform Guidance Standards. The organization consistently receives unmodified opinions without findings in these audits, indicating strong financial management and compliance practices.

The organization's financial management structure includes a comprehensive system of oversight, with the Board of Directors reviewing financial reports every two months. The Finance and Accounting Department, led by the CFO, manages all financial transactions, maintains accurate records, and prepares financial reports.

PSHH's experience in managing diverse federal funding sources enhances capacity for our history of timely drawdowns, prompt reimbursement of subrecipients (if applicable), and timely resolution of any monitoring findings. This track record in managing federal funds demonstrates PSHH's capacity to effectively administer the proposed project in compliance with federal regulations and reporting requirements.

Please enter at most 4000 characters

24. What is the date of the organization's most recent audit? *

6/30/2023

25. Describe experience with utilizing a Housing First approach. Include:

- 1) eligibility criteria;
- 2) process for accepting new clients;
- 3) process and criteria for exiting clients.

*You must demonstrate there are no preconditions to entry, allowing entry regardless of: current or past substance use; income; criminal records (with exceptions of restrictions imposed by federal, state, or local law or ordinance); marital status; familial status; and self-disclosed or perceived sexual orientation, gender identity or gender expression. You must demonstrate the project has a process to address situations that may jeopardize housing or project assistance to ensure that project participation is terminated in only the most severe cases. **

People's Self-Help Housing (PSHH) utilizes a Housing First approach:

Eligibility criteria:

- Income eligibility based on HUD guidelines for the specific program
- Homeless status as defined by HUD for the specific program
- No preconditions related to substance use, criminal records (except where restricted by law), marital status, familial status, sexual orientation, gender identity, or gender expression
- No requirements for sobriety, medication compliance, or participation in services

Process for accepting new clients:

- Referrals received through the Coordinated Entry System
- Initial screening to verify basic eligibility (income, homeless status)
- Housing needs assessment conducted
- Clients matched to available units based on needs and preferences
- Move-in assistance provided, including help with documentation and deposits

Process and criteria for exiting clients:

Exit considered only in cases that jeopardize the safety of other residents or staff, as a result of persistent lease violations in alignment with state and federal regulations.

Interventions attempted before exit:

- Increased supportive services
- Program mediation with PSHH property management and resident
- Referrals to specialized services
- Rental and utility assistance

Criteria for exit may include:

- Severe and persistent lease violations unresolved after interventions
- Criminal activity posing immediate threat to others' safety
- Extended absence from unit without communication (typically over 30 days)

Exit process includes:

- Written notice with explanation of reasons, and other notification processes in accordance with local, state, and federal law
- Opportunity to appeal the decision
- Referrals to alternative housing options and services
- Assistance with transition to prevent return to homelessness

PSHH accepts clients regardless of substance use, income, criminal history, or other factors. The program provides immediate access to housing without preconditions and offers voluntary supportive services. PSHH uses a harm reduction approach and maintains low barriers to program entry. The organization works to prevent exits to homelessness whenever possible.

Please enter at most 4000 characters

26. Describe how Housing First protocols will be incorporated into the proposed project and what you will do to ensure that people can succeed in programs that cannot have service participation requirements or prerequisites.

*Housing First is a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions (such as sobriety or a minimum income threshold). Transitional housing and supportive service only projects are considered using a Housing First model for the purposes of this application if they operate with low barriers, work to quickly move people into permanent housing, do not require participation in supportive services, and, for transitional housing projects, do not require preconditions for moving into the transitional housing (e.g., sobriety or minimum income threshold) but do provide or assist with access to such supportive services if needed and requested by program participants. **

People's Self-Help Housing (PSHH) utilizes a Housing First approach in its programs:

Eligibility criteria:

- Income eligibility based on HUD guidelines for the specific program
- Homeless status as defined by HUD for the specific program
- No preconditions related to substance use, criminal records (except where restricted by law), marital status, familial status, sexual orientation, gender identity, or gender expression
- No requirements for sobriety, medication compliance, or participation in services

Process for accepting new clients:

- Referrals received through the Coordinated Entry System
- Initial screening to verify basic eligibility (income, homeless status)
- Housing needs assessment conducted
- Clients matched to available units based on needs and preferences
- Move-in assistance provided, including help with documentation and deposits

PSHH demonstrates commitment to the Housing First approach by:

- Accepting clients regardless of substance use, income, criminal history, or other factors, except in cases criminal history that qualifies for disbarment for tenancy under state and federal law
- Offering voluntary supportive services
- Using a harm reduction approach
- Maintaining low barriers to program entry
- Working to prevent exits to homelessness whenever possible

Please enter at most 4000 characters

Addressing Severity of Needs

27. Estimated percentage of participants to be served that are chronically homeless: *

15%

28. **Estimated percentage of participants to be served that have low or no income:** *

100%

29. **Estimated percentage of participants to be served that have history of victimization/abuse, domestic violence, sexual assault, childhood abuse:** *

10%

Timeliness

30. Describe your plan for rapid implementation of the program, documenting how the project will be ready to begin housing the first program participant. Provide a detailed schedule of proposed activities for 60 days, 120 days, and 180 days after grant award. Please also estimate the average time from a client’s program entry to housing placement. *

0-60 days after grant award:

- Continue providing services to existing program participants
- Review grant agreement and align program operations with any new requirements
- Update program budget based on awarded amount
- Conduct staff meeting to review grant objectives and implementation plan
- Begin preparations for People's Place opening, including service delivery planning
- Initiate communication with Coordinated Entry System about upcoming availability at People's Place

60 days after grant award:

- Continue providing services to existing program participants
- Review and update program policies and procedures as needed
- Conduct staff training on any updated procedures
- Begin outreach to potential new clients through Coordinated Entry System
- Initiate recruitment process for any additional staff needed

120 days after grant award:

- Continue all ongoing services and activities
- Complete hiring and training of any new staff members
- Begin tenant on-boarding process for People's Place future residents
- Conduct program evaluation to ensure alignment with grant requirements
- Update partnerships with local service providers as needed
- Initiate services for People's Place future residents

180 days after grant award:

- Continue all ongoing services and activities
- Begin residency at People's Place property
- Prepare and submit semi-annual report

The program is already in operation for existing properties. For new clients at existing properties, the average time from program entry to housing placement is typically within 30 days, depending on unit availability and individual client needs.

For People's Place, services will begin during the tenant on-boarding process, approximately 30-60 days before move-in. Housing placement for these clients will coincide with the property opening at 180 days into the grant period.

Please enter at most 4000 characters

Project Effectiveness

31. Coordinated Entry Participation- Minimum percent of entries projected to come from CE referrals *

80

32. Projected number of households to exit to permanent housing *

30 (includes only existing PSHH residents, not incoming)

Equity Factors

33. Project has under-represented individuals (BIPOC, LGBTQ+, etc) in managerial and leadership positions *

Yes

No

34. Project's organizational board of directors includes representation from more than one person with lived experience (per 24 CFR 578.75(g) Participation of Homeless Individuals) *

Yes

No

35. Describe how your organization has identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population. *

People's Self-Help Housing (PSHH) has identified barriers to participation faced by persons of different races and ethnicities through the following methods:

1. Data Analysis: Review of demographic data from HMIS and internal records to compare the racial and ethnic composition of program participants with the local homeless population.
2. Community Engagement: Regular meetings and discussions with diverse community groups and organizations serving various racial and ethnic populations.
3. Client Feedback: Surveys and focus groups with current and former program participants to gather insights on barriers they experienced or observed.
4. Staff Input: Consultations with frontline staff and case managers who interact directly with clients from diverse backgrounds.
5. Cultural Competency Assessments: Regular evaluations of the organization and departmental cultural competency in service delivery and outreach efforts.
6. Language Access Evaluation: Assessment of the availability and quality of translation and interpretation services for non-English speakers.
7. Outreach Method Analysis: Review of current outreach strategies to identify potential gaps in reaching specific racial or ethnic groups.
8. Coordinated Entry System Data: Analysis of referral patterns and outcomes by race and ethnicity to identify potential disparities.
9. Partnerships Review: Evaluation of existing partnerships with organizations serving specific racial or ethnic communities to identify gaps in coverage.
10. Geographic Analysis: Mapping of service locations and client residences to identify any geographic disparities in access.
11. Intake Process Review: Examination of the intake process to identify potential barriers or biases that may disproportionately affect certain racial or ethnic groups.
12. Staff Diversity Assessment: Review of staff demographics to ensure representation reflective of the community served.

Through these methods, PSHH has worked to identify barriers such as language access, cultural misunderstandings, lack of targeted outreach, geographic limitations, and potential biases in the referral or intake processes.

Please enter at most 4000 characters

36. Describe the actions the organization has taken or will take to eliminate the identified barriers. *

People's Self-Help Housing (PSHH) has taken or will take the following actions to eliminate identified barriers:

Language Access:

- PSHH has translated program materials into prevalent languages
- PSHH has translated all resident forms into the 5 most-spoken languages in the region
- Interpreters for any language available on-call for client interactions

Cultural Competency:

- Implement ongoing cultural competency training for all staff
- Develop culturally specific outreach materials
- Adapt program activities to be culturally responsive

Outreach:

- Partner with community organizations serving underrepresented groups
- Conduct targeted outreach in areas with high concentrations of overrepresented racial/ethnic groups in the homeless population
- Utilize diverse media channels for program information dissemination

Geographic Access:

- Onsite services provided
- Provide transportation assistance to clients

Intake Process:

- Provide trauma-informed care training for program staff
- Implemented a standardized intake process to ensure consistency

Staff Diversity:

- Implemented targeted recruitment strategies to increase staff diversity
- Established professional development financial support for all staff

Community Partnerships:

- Strengthen relationships with organizations serving specific racial/ethnic communities
- Collaborate on joint initiatives to address homelessness in underserved populations

Policy Review:

- Created a net-new DEI Supervisor position, who is available to and works with all organizational departments
- Conducting equity impacts assessment of all program policies
- Revise policies found to create barriers for certain groups

Client Feedback Mechanisms:

- Annual resident survey at every property, including feedback on grant-funded program
- Onsite managers provided first-line outreach and feedback

Continuous Quality Improvement Cycle:

- Plan: Identify barriers and develop strategies to address them
- Do: Implement planned actions
- Study: Collect and analyze data on the impact of implemented actions
- Act: Adjust strategies based on findings
- Repeat: Continuously cycle through these steps, reassessing and refining approaches

This cycle is integrated into all aspects of barrier elimination efforts, ensuring ongoing evaluation and improvement of PSHH's approach to serving diverse populations.

Please enter at most 4000 characters

37. Describe the actions the organization will take to serve subpopulations that the CoC has identified as being underserved. *

People's Self-Help Housing (PSHH), as an active member of the CoC attending ongoing meetings, will take the following actions to serve subpopulations identified by the CoC as being underserved:

Targeted Outreach:

- Develop specific strategies for each underserved subpopulation
- Partner with specialized organizations

Staff Training:

- Provide training on unique needs of underserved subpopulations
- Implement tailored trauma-informed care practices

Program Adaptation:

- Modify existing programs to better accommodate underserved groups
- Develop new components for specific subpopulations

Data Collection and Analysis:

- Enhance tracking of engagement and outcomes for underserved subpopulations
- Use data to inform program improvements

Barrier Removal:

- Identify and address specific barriers faced by each subpopulation
- Implement policies to increase accessibility

Resource Allocation:

- Dedicate resources to serving underserved subpopulations
- Seek additional funding for specialized services

Coordinated Entry:

- Work with the CoC to ensure effective reach and prioritization of underserved subpopulations

These actions will be implemented within PSHH's continuous quality improvement framework, ensuring ongoing evaluation and refinement of approaches.

Please enter at most 4000 characters

38. How will your organization affirmatively market this project to ensure you reach all persons experiencing homelessness within the county? *

People's Self-Help Housing (PSHH) will affirmatively market this project to reach all persons experiencing homelessness within the county through:

- Active participation in the CoC's Coordinated Entry System
- Regular attendance and updates at CoC meetings
- Collaboration with partner agencies and homeless service providers
- Community presentations and participation in housing fairs
- Maintaining an updated website and social media presence
- Developing multi-lingual outreach materials
- Partnering with healthcare providers and public systems

PSHH ensures stakeholders, including other CoC members, are aware of services by:

- Providing regular updates about program availability
- Participating in CoC committees and workgroups
- Departmental Director serves as liaison for inter-agency communication

These efforts facilitate sharing information about PSHH services with potential clients through multiple channels.

Please enter at most 4000 characters

39. Describe your plan to inform program participants of their rights and remedies available under federal, state and local fair housing and civil rights laws. *

People's Self-Help Housing (PSHH) informs program participants of their rights and remedies under federal, state, and local fair housing and civil rights laws through:

- Written materials and verbal explanations during intake process
- Information included in tenant handbooks and posted in common areas
- SHP social workers' express job duty to educate clients about their rights
- Enhanced access to legal services through partnerships with local legal aid organizations
- Annual rights review sessions with residents
- Regular staff training on fair housing and civil rights laws
- Clearly outline the process for filing fair housing or civil rights complaints and providing assistance in accessing appropriate agencies for filing complaints

PSHH ensures this information is provided in multiple languages as needed and clearly outlines the process for filing complaints, with assistance available to access appropriate agencies.

Please enter at most 4000 characters

40. Describe your plan to report conditions or actions your organization becomes aware of that impede fair housing choice for program participants. *

People's Self-Help Housing (PSHH) has established a comprehensive plan to report conditions or actions that impede fair housing choice for program participants. The foundation of this plan is staff training, with program employees are educated to recognize potential fair housing violations and are familiarized with clear reporting procedures within the organization.

PSHH has implemented an internal reporting and remediation system. This process allows staff to report observed issues to management efficiently. Additionally, PSHH has documented processes and procedures that provide routes for remediation of conditions that impede fair housing choice, ensuring a structured approach to addressing these issues. There is an organizational whistle blower policy in place that protects whistle blowers from punitive actions.

Documentation and evaluation form a crucial part of the reporting plan. All reported incidents are recorded, including details such as date, location, and nature of the issue. Relevant evidence is gathered when possible. PSHH then assesses these reported issues to determine if they constitute fair housing impediments, consulting with legal counsel when necessary to ensure accurate evaluation.

For verified issues, PSHH engages in external reporting and collaboration. The organization reports these issues to appropriate local, state, or federal authorities as required. Furthermore, PSHH collaborates with the Continuum of Care (CoC) to address systemic fair housing concerns, recognizing the importance of a community-wide approach to these challenges.

Following the reporting of an issue, PSHH maintains an active follow-up process. The progress of reported issues is monitored, and updates are provided to affected program participants as appropriate. This ensures transparency and demonstrates PSHH's commitment to resolving fair housing impediments. PSHH regularly reviews and updates this reporting plan to ensure its continued effectiveness in addressing fair housing impediments.

Please enter at most 4000 characters

Involving Individuals with Lived Experience of Homelessness

41. Describe and provide examples of Professional Development (e.g. internships, continuing education, skill-based training) and employment opportunities provided to individuals with lived experience of homelessness by your organization. *

The organization providing employment and professional development opportunities focuses on supporting individuals with lived experiences of homelessness. Opportunities include internships, continuing education, and skill-based training designed to assist these individuals in gaining employment and stability.

Professional social workers provide case management, assisting clients with individualized support and connecting them to services such as job training, financial literacy, and career advancement programs. The organization collaborates with local health, social services, and employment programs to provide a holistic support network. SHP refers clients to employment assistance and job training programs, helping them to secure meaningful employment.

These efforts are part of the organization's goal to support long-term housing stability and self-sufficiency.

Please enter at most 4000 characters

42. Do you have a mechanism for obtaining feedback from program participants? Please describe (e.g. annual focus groups, consumer advisory panels, etc.). *

PSHH obtains feedback from program participants through the following avenues:

Annual Feedback Survey: Conducted at every property to gather comprehensive insights from residents about their experiences and suggestions for improvement.

Onsite Managers: They act as the first-line responders to resident feedback, addressing concerns and providing support directly.

Co-Developed Case Management Plans: Case management plans are collaboratively created with clients, ensuring that their input and needs are integrated into the services they receive.

Please enter at most 4000 characters

Addressing the Needs of LGBTQ+ Individuals

43. Does your agency have anti-discrimination policies in place? *

Yes

No

44. Describe what actions your organization will you take to ensure that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination. *

PSHH is committed to ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination. The organization has established policies and procedures to protect residents and staff from unequal treatment, including specific protections for LGBTQ+ individuals and families. This is achieved through standardized intake and service procedures, which promote fairness and consistency.

As a provider of state- and federally-funded affordable housing, PSHH adheres to all applicable fair housing laws. These principles are also applied to grant-funded programs, ensuring that all residents are treated equitably and are supported in maintaining stable housing.

Please enter at most 4000 characters

Alignment with the San Luis Obispo Countywide Plan to Address Homelessness

45. Describe how the project will align with a Line of Effort to support the San Luis Obispo Countywide Plan to address homelessness (2022- 2027). *

The project will align with the San Luis Obispo Countywide Plan to Address Homelessness (2022-2027) by supporting Line of Effort 1: Creating affordable and appropriately designed housing opportunities and shelter options for underserved populations. This aligns with the plan's focus on increasing housing and shelter options for prioritized populations, such as LGBTQ+ individuals and families, through affordable housing units, low-barrier shelters, and non-traditional housing solutions like tiny homes and supportive housing. The project also includes Pismo Terrace and People's Place, the County's first two Project Homekey properties, further contributing to this line of effort.

Additionally, the project supports Line of Effort 2, which aims to reduce barriers to housing stability by providing supportive services, including housing navigation, to ensure residents maintain stable housing. A recent partnership with the Continuum of Care (CoC) enables the selection of new residents for homeless set-aside units through the CoC and the Homeless Management Information System (HMIS).

For Line of Effort 3, the project enhances data-driven operational oversight by participating in the CoC's HMIS, expanding datasets to track client exits from homelessness, and maintaining client retention rates in stable housing of over 98%.

In line with Line of Effort 5, PSHH strengthens regional collaboration as an affordable housing provider, with a high retention rate among the 14% of San Luis Obispo County PSHH residents who experienced homelessness immediately prior to move-in.

Lastly, under Line of Effort 6, PSHH actively advocates for affordable housing in San Luis Obispo County by forming partnerships, consulting, and sharing best practices with local and regional organizations and governments. This supports the establishment of new affordable housing and supportive services operated by PSHH and other regional stakeholders.

Please enter at most 4000 characters

Attachments

The following documents must be submitted by email to SS_HomelessServices@co.slo.ca.us as part of this application, no later than Friday, September 6 at noon.

Attachment A – Organization's most recent audit (Required)

Attachment B – Project’s Policies and Procedures (Required)

Policies and procedures must demonstrate there are no preconditions to entry, allowing entry regardless of current or past substance use, income, criminal records (with exceptions of restrictions imposed by federal, state, or local law or ordinance), marital status, familial status, self-disclosed or perceived sexual orientation, gender identity or gender expression; and must demonstrate the project has a process to address situations that may jeopardize housing or project assistance to ensure that project participation is terminated in only the most severe cases.

Attachment C – Leveraging Housing Resources Commitment (Permanent Housing projects only)

PSH, RRH, Joint TH-RRH applicants must attach letters of commitment, contracts, or other formal written documents that demonstrate the number of subsidies or units being provided to support the project. For a new permanent supportive housing project, provide at least 50 percent of the units included in the project; or for a new rapid re-housing project, serve at least 50 percent of the program participants anticipated to be served by the project.

Attachment D – Leveraging Health Care Resources Commitment (Permanent Housing projects only)

PSH, RRH, Joint TH-RRH applicants must attach formal written agreements and must include the value of the commitment and dates the healthcare resources will be provided. In the case of a substance use treatment or recovery provider, it will provide access to treatment or recovery services for all program participants who qualify and choose those services; or the value of assistance being provided is at least an amount that is equivalent to 50 percent of the funding being requested for the project, which will be covered by the healthcare organization. In-kind resources must be valued at the local rates consistent with the amount paid for services not supported by grant funds.

Attachment E – Supplemental Answers to Questions (Optional)

If you need more room to answer any of the application questions, please attach the additional information here. Include the question number for each question being answered.

46. **I understand that the above documents must be submitted by email to SS_HomelessServices@co.slo.ca.us as part of this application, no later than Friday, September 6 at noon. ***

Yes

No



Housing and Homeless Incentive Program Funding Agreement

The Santa Barbara San Luis Obispo Regional Health Authority, dba, CenCal Health (“CenCal Health”) located at 4050 Calle Real, Santa Barbara, CA 93110, and People’s Self-Help Housing (“Participant”), located at 1060 Kendall Rd, San Luis Obispo CA 93401, enter into this Housing and Homeless Incentive Program Funding Agreement (the “Agreement”) on the date of the last execution signature (the “Effective Date”) with reference to the following facts:

WHEREAS, CenCal Health, a local public entity, is contracted with the State of California, Department of Health Care Services (“DHCS”) to manage the healthcare needs of Medi-Cal members who reside in Santa Barbara and San Luis Obispo Counties;

WHEREAS, DHCS has implemented the Housing and Homeless Incentive Program (“HHIP”) for the Medi-Cal population, which is a voluntary incentive program that enables health plans to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities;

WHEREAS, the goals of HHIP are to:

- Reduce and prevent homelessness; and
- Ensure Medi-Cal managed care plans develop the necessary capacity and partnerships to connect their members to needed housing services (collectively, the “Objectives”);

WHEREAS, CenCal Health is required to comply with DHCS requirements in order to earn incentive payments, which will be based on the successful completion and achievement of program measures, its local homelessness plan (“LHP”), and its investment plan (“IP”);

WHEREAS, DHCS expects, and CenCal Health desires, to work closely with applicable local partners in CenCal Health’s efforts to meet the program’s goals and to report on measures; and

WHEREAS, Participant desires to partner with CenCal Health in order to earn incentive funds to work towards and achieve the Objectives, as further detailed in this Agreement.

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

1. Rights and Obligations of Participant

a. HHIP Incentive Funds.

- i. Participant’s use of the HHIP incentive funds (the “HHIP Funds”) shall comply and be consistent with the activities and purpose(s) stated in Attachment A, Statement of Work, attached hereto and incorporated herein by this reference. The Statement of Work shall outline the Participant’s responsibilities and outcomes, as well as Participant’s ability and capacity to meet the stated outcomes.



- ii. Use of HHIP Funds must commence within six (6) months of receipt from CenCal Health, and all HHIP Funds shall be expended within twenty-four (24) months of receipt. In the event all the HHIP Funds are not utilized within this time frame, Participant shall return the remaining HHIP Funds to CenCal Health or submit a written request for extension.
 - iii. In the event Participant desires to use HHIP Funds in an alternative manner than the purposes described in Attachment A, Participant shall submit a written request for preapproval of such changed use. Participant understands that any changed use must support the LHP and IP and further the Objectives, in order to be eligible for approval.
 - iv. Any review, action, approval, denial, or request for additional information by CenCal Health pursuant to Subsection (iii) above, may be granted, withheld, or made at CenCal Health's sole discretion.
- b. Reporting Requirements.
- i. Participant shall submit interim progress reports every three (3) months, or as otherwise requested by CenCal Health, detailing the use of HHIP Funds and evaluating the progress and outcomes. The reporting format shall follow CenCal Health's reporting template or reporting instructions, which shall be made available prior to the due date of Participant's first progress report. Upon use of all funds, Participant shall submit a final report to CenCal Health within three (3) months.
 - ii. In order to demonstrate progress and success in the required metrics, Participant shall input relevant data into the Health Management Information System ("HMIS") to collect and track necessary data on homeless members.
- c. Representation and Warranties.
- i. Participant represents and warrants the following:
 - 1. That Participant shall utilize the HHIP Funds to further the Objectives and consistent with the uses and purposes stated in Attachment A.
 - 2. That Participant is not listed on the Office of Inspector General for the Department of Health and Human Services' Cumulative Sanctions list (List of Excluded Individuals and Entities), Medi-Cal Suspended and Ineligible Provider List, or such other debarment list relating to state or federal health care programs. Participant understands that should Participant be listed on any such debarment or exclusion list, CenCal Health is prohibited from paying Participant and any payments made shall be recouped in accordance with applicable law and regulation.



3. That Participant is in good standing and has no history of, nor is being investigated for, fraud, embezzlement, misuse or misappropriation of grant funds or property.
 - ii. In the event CenCal Health discovers the above representations were falsely made, or discovers any breach of the above warranties, this Agreement is considered void and CenCal Health shall be authorized to recoup HHIP Funds from Participant.
- d. Record Retention. Participant shall maintain all records, files, and documentation that document the use of HHIP Funds for a period of not less than ten (10) years from the close of the calendar year in which this Agreement was in effect. Participant shall cooperate and provide access to any and all such records, files and documentation upon demand of CenCal Health or DHCS.
- e. Non-Duplication of Funds. Participant shall ensure that HHIP Funds received by CenCal Health are not duplicate funds received from DHCS or other such grant, where DHCS and/or grant requirements prohibit obtaining multiple sources of funding to be used towards the same service(s).
- f. DHCS Requirements. Participant understands that the HHIP is a state program under DHCS. Any change in requirement, discontinuation, or demand for repayment by DHCS shall be the responsibility of Participant.

2. **Rights and Obligations of CenCal Health**

- a. Distribution of Funds. Funding under this Agreement will be specified in Attachment A. The distribution of funds will be in accordance with the terms of the LHP and IP. Funds received by DHCS are based on CenCal Health and Participant meeting specified performance metrics. Subject to receipt of funds from DHCS for meeting such performance metrics, CenCal Health shall provide funds to Participant within thirty (30) days of full execution of this Agreement. CenCal Health shall send HHIP Funds to:

People's Self-Help Housing
Anna Miller
1060 Kendall Rd
San Luis Obispo, CA 93401

Participant acknowledges and agrees that payments under this Agreement are subject to reduction or termination without penalty to CenCal Health, in whole or in part, subject to the availability of funding by DHCS, as further described in Subsection (c) below. In the event additional funds are received from DHCS, this Agreement may be amended to account for additional funding.



- b. Audit Rights. CenCal Health, DHCS, or designees of either party, shall have the right to audit Participant’s use of HHIP Funds awarded under this Agreement. Audit results showing that funds were not used for the purposes described in Attachment A (or subsequent written approved uses), are unverifiable, or otherwise show evidence of misuse, shall be subject to recoupment by CenCal Health or DHCS. Upon written notice to Participant, Participant agrees to refund such monies to CenCal Health within thirty (30) days of written request.
- c. Non-Appropriation of Funds. It is mutually agreed and understood that the obligation of CenCal Health is limited by and contingent upon the availability of funds from DHCS. In the event such funds are not forthcoming for any reason, this Agreement shall be rendered null and void and CenCal Health shall immediately notify Participant in writing. This Agreement shall be deemed terminated and of no further force and effect immediately upon CenCal Health’s notification to Participant or such timeframe as otherwise stated in the notification.

3. Rights and Obligations of Both Parties

- a. Insurance Requirements. Each party agrees to continuously maintain insurance coverages, at its sole cost and expense, as required for their normal course of business, including general liability and professional liability coverages, and any other coverage that each party deems prudent and customary in the exercise of business operations. Such insurance policies shall be in amounts as may be necessary to provide adequate coverage in the discharge of its responsibilities and obligations under this Agreement. Upon request, Participant shall furnish CenCal Health with evidence of such insurance coverage.
- b. Party Representatives. Each party shall designate a primary liaison between Participant and CenCal Health (the “Representative”) to serve as the lead contact for each party.
 - i. CenCal Health’s Representative shall be:

CenCal Health
c/o Christy Nichols
Community Relations Specialist
4050 Calle Real
Santa Barbara, California 93110
(805) 685-9525 x1903
cnichols@cencalhealth.org
www.CenCalHealth.org

- ii. Participant’s Representative shall be:

People’s Self-Help Housing
c/o Rick Gulino



Director of Neighborhood Development & Resident Services
1060 Kendall Rd
San Luis Obispo, CA 93401
(805) 540-2498
rickg@pshhc.org
www.pshhc.org

- c. Compliance with Law. The parties shall comply with all applicable local, state, and federal laws, regulations and guidelines, which pertain to their respective rights, responsibilities, and actions under this Agreement, now in effect or hereafter enacted.
- d. Indemnification. Participant shall indemnify, defend, and hold harmless CenCal Health from any and all liability, loss, settlement, claim, demand, and expense, arising from third party claims relating to Participant's performance or omission of any act under this Agreement.

4. **General Provisions**

- a. The term of this Agreement shall commence on the Effective Date and continue in effect until all funds have been utilized and all reporting requirements fulfilled by Participant, or such other termination date as mutually agreed to by both parties. If necessary, the parties may mutually agree to extend the term of the Agreement by a written amendment. Either party may terminate this Agreement, for no cause or for convenience, upon sixty (60) days prior written notice to the other party in accordance with Section 4.d. In such event, the parties shall reconcile the funding due or owed to either party through verifying actions completed by Participant, consistent with Attachment A, and review of Participant's documentary evidence.
- b. The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- c. Participant and CenCal Health shall not discriminate in performance of this Agreement, or related services thereunder, on the basis of age, race, ethnic group identification, ancestry, color, creed, religion, gender, sex, sexual orientation, marital status, national origin, health status, genetic information or characteristics, physical and/or mental disability, medical condition, income level, source of payment, or identification with any other persons or groups defined in Penal Code Section 422.56 in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).
- d. Unless expressly provided otherwise, all notices will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and



- postage prepaid and addressed to the other party's Representative as identified in Section 3.b. Any legal notices to CenCal Health shall require a copy to General Counsel.
- e. The parties are independent contractors. Neither party has the power or authority to act on behalf of the other party as its agent. Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers, or agents of or with each other, nor shall either party so represent itself.
 - f. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement.
 - g. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein. The unenforceability or invalidity of any Section or provision of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
 - h. This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Participant or CenCal Health, and shall not be subject to execution, attachment or similar process, without the written consent of the other party.
 - i. Any and all disputes arising in relation to this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. The provisions of the Government Claims Act (California Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the applicable courts located in the counties of San Luis Obispo or Santa Barbara, State of California.
 - j. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement.
 - k. It is understood and acknowledged by Participant that CenCal Health is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act.
 - l. The failure of either party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.
 - m. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind the parties to this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date:

PEOPLE'S SELF-HELP HOUSING
Anna Miller

CENCAL HEALTH
Marina G. Owen

DocuSigned by:
Anna Miller
9626AB7A4713402...
By: _____
Chief Operating Officer

DocuSigned by:
Marina Owen
951BF20CFC044E0...
By: _____
Chief Executive Officer

4/11/2023

Date

4/13/2023

Date



Attachment A

Statement Of Work

People's Self-Help Housing HHIP Grant Funds

CenCal Health, located at 4050 Calle Real, Santa Barbara, CA 93110 is contracting with People's Self-Help Housing (PSHH), located at 1060 Kendall Road, San Luis Obispo CA 93401 for the services and deliverables listed below. Data for all services and deliverables rendered will be collected for in reports for the Housing and Homeless Incentive Program.

San Luis Obispo County

Permanent Supportive Housing for San Luis Obispo County - \$212,249

People's Self-Help Housing (PSHH) provides permanent supportive housing units for previously unhoused individuals in San Luis Obispo County. In addition to the affordable housing itself, PSHH provides supportive services via the PSHH Supportive Housing Program (SHP). This funding allocation focuses on the following HHIP metric, as outlined by DHCS:

3.5 MCP Members who were successfully housed

To successfully reach these goals, People's Self-Help Housing will use the HHIP funding to:

- Provide essential support services for residents to maintain housing. These services include crises intervention, eviction prevention, resources referral and rental assistance.

People's Self-Help Housing is a Community Supports partner with CenCal Health and can bill CenCal Health for the separate Community Supports services rendered. Please note that HHIP funding **cannot** be used to pay for Community Supports services that are billed to CenCal Health.

Deliverables

The funds and activities listed above are expected to result in:

- An increase in the number of CenCal Health members, hereinafter referred to as Members, experiencing homelessness becoming housed,
- All clients will be screened for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility and Medi-Cal enrollment, and
- All data entered into HMIS/CES.



Measures

Success of the deliverables will be determined by comparing data percentage changes through specific time frames.

Metric 3.5 - MCP Members who were successfully housed – 25% increase in the number of Members housed from 5/1/2022 – 12/31/2022 compared to 1/1/2023 – 10/31/2023. Equation used to determine percentage is:

	Baseline data 5/1/2022 to 12/31/2022	25% improvement* 01/01/2023 to 10/31/2023	Ending data
(Numerator) Number of Members experiencing homelessness who were successfully housed for at least one month	67	17**	84
(Denominator) Number of Members experiencing homelessness	1,049	N/A	N/A

*Partial points/funding will be awarded for significant improvement that is less than required percentage.

**Members can be successfully housed at any PSHH property and or through the successful placements of collaborating agencies in San Luis Obispo County such as the 5 Cities Homeless Coalition.

Disbursements

Funding will be disbursed in 2 installments, according to the following actions:

	Amount	Disbursement requirement
Installment 1	\$100,000	Signed Funding Agreement
Installment 2	\$112,249	Metric 3.5 – At least 8 Members (12% increase from baseline data) being housed before or by 7/31/23

Santa Barbara County

Housing support - \$130,991



Housing support is used to obtain housing for people experiencing homelessness and to prevent homelessness by keeping people at risk of homelessness successfully housed. Housing support focuses on the following HHIP metrics, as outlined by DHCS:

3.6 MCP Members who remained successfully housed

To successfully reach these goals, People’s Self-Help Housing will use the HHIP funding to:

- Support housing stability for local qualifying residents and households
- Provide 1-time emergency rental assistance to prevent Members at risk of eviction from becoming homeless
- Prioritize security and stability in housing
- Increase the number of individuals and households who remain housed through the reporting timeframe

Deliverables

The funds and activities listed above are expected to result in:

- An increase in the number of newly housed members who remain housed.
- All clients will be screened for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility.
- All data entered into HMIS/CES.

Measures

Success of the deliverables will be determined by comparing data percentage changes through specific time frames.

Metric 3.6 - MCP Members who remained successfully housed – 85% of Members housed for at least one month during the time period outlined in the table below remain housed through October 31, 2023.

Equation used to determine percentage is:

		85% to remain housed* 01/01/2023 to 10/31/2023
Data set 1	(Numerator) Number of MCP Members who were housed from January 1, 2022 to December 31, 2022 who remained housed through October 31, 2023.	Needs to be at least 694 for the county
	(Denominator) Number of MCP Members experiencing homelessness who were housed for at least one month between January 1, 2022 and April 30, 2022	315



Data set 2	(Numerator) Number of MCP Members experiencing homelessness who were housed from May 1, 2022 to December 31, 2022 who remained housed through October 31, 2023.	Needs to be at least 426 for the county
	(Denominator) Number of MCP Members experiencing homelessness who were housed for at least one month between May 1, 2022 and December 31, 2022	501

*Partial points/funding will be awarded for significant improvement that is less than required percentage.

Disbursements

Funding will be disbursed in 2 installments of \$65,500 each, according to the following actions:

	Amount	Disbursement requirement
Installment 1	\$65,500	Signed Funding Agreement
Installment 2	\$65,491	<p>Metric 3.6 – 408 (50% of) Members housed in 2022 remain housed through 7/31/2023 for the county. If this metric is not met county wide by 7/31/23, partner will:</p> <ul style="list-style-type: none"> • Submit organization’s specific data based upon Data set 1 and 2 (from section above), • Provide action plan to ensure 85% of the organization’s clients remain housed during the measurement period.



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Local. Quality. Healthcare.

**PROVIDER SERVICES AGREEMENT
ENHANCED CARE MANAGEMENT/COMMUNITY SUPPORTS**

FOR

People's Self-Help Housing Corporation

**PROVIDER SERVICES AGREEMENT
ENHANCED CARE MANAGEMENT/COMMUNITY SUPPORTS**

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----	Execution Page

Provider has received any or all Exhibits/Attachments as indicated below.

Exhibit A – N/A

Exhibit B – N/A

Exhibit C – N/A

Exhibit D – ICD-10-CM Social Determinants of Health Codes

Exhibit E – Reserved for Business Associate Agreement

Exhibit F – N/A

Exhibit G – N/A

Exhibit H – Reserved for Housing Tenancy and Sustaining Services

Exhibit I – N/A

**PROVIDER SERVICES AGREEMENT
ENHANCED CARE MANAGEMENT/COMMUNITY SUPPORTS**

THIS ECM/CS PROVIDER SERVICES AGREEMENT – ENHANCED CARE MANAGEMENT/COMMUNITY SUPPORTS (“Agreement”), dated as of January 1, 2023 (the “Effective Date”), executed by and between **People’s Self-Help Housing Corporation** (hereafter “Provider,” as defined below”), and **Santa Barbara San Luis Obispo Regional Health Authority**, a body corporate and politic, dba CenCal Health (“CenCal Health”) (Provider and CenCal Health jointly are the “parties”).

RECITALS

- A. On July 1, 2022, certain Medi-Cal Managed Care Plans are required to provide new Medi-Cal managed care benefits to eligible high-need Members called Enhanced Care Management and are permitted to offer certain Community Supports. These new benefits and services are provided under California Advancing and Innovating Medi-Cal (“CalAIM”), a multi-year and multi-faceted Medicaid waiver initiative from the Department of Health Care Services (“DHCS”).
- B. CalAIM is designed to implement broad delivery system and payment reform across Medi-Cal, CalAIM is DHCS’ primary vehicle for addressing the social determinants of health and health care inequities through Medi-Cal. Enhanced Care Management (defined below) is a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch, and person-centered. Community Supports (defined below) are, pursuant to 42 CFR, Section 438.3(e)(2), services or settings that are offered in place of services or settings covered under the Medi-Cal Managed Care Program and are medically appropriate, cost-effective alternatives to services or settings under Medi-Cal. Community Supports are optional for both Health Plan and the Member and must be approved by DHCS. DHCS requires managed care plans to offer Enhanced Care Management services as a Medi-Cal benefit. DHCS encourages managed care plans to offer Community Supports as a Medically Appropriate (defined below) substitute service for a Medi-Cal benefit.
- C. CenCal Health offers or directly administers one or more health benefit products or Plans and wishes to arrange for the provision of Enhanced Care Management and/or Community Supports to Members of such products or Plans, as specified in this Agreement.
- D. CenCal Health desires to engage Provider to deliver or arrange for the delivery of Enhanced Care Management and/or Community Supports to the eligible Members, as specified in this Agreement.
- E. Provider is willing to deliver or arrange for the delivery of such Community Supports on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended.

“Applicable Requirements” shall mean to the extent applicable to this Agreement and duties, rights and privileges hereunder: (i) the Provider Manual and any other policies and procedures of CenCal Health; (ii) federal, State and local laws and regulations, including, but not limited to the California Code of Regulations (“CCR”), and laws governing the use of federal funds, such as the fraud and abuse prevention and detection laws; (iii) the Standard Terms and Conditions of the CalAIM Section 1115(a) Demonstration and CalAIM Section 1915(b) Waiver; and (iv) the State Contract with DHCS (including any ECM or CS amendment thereto), DHCS-MCP ECM and ILOS Contract (defined below), DHCS All Plan Letters (“APLs”), DHCS Standard Provider Terms and Conditions for ECM and or CS (defined below), the ECM and CS Policy Guides and associated DHCS guidance, as may be updated from time to time.

“Care Management Plan” is a care plan that is comprehensive and person-centered, and builds off of a Participant’s strengths and existing natural supports to support Participants in monitoring and managing their health, as well as actively engaging in their health care as evidenced by identifying and accessing any resources that may be needed to manage their conditions. At a minimum, a Care Management Plan shall cover four (4) domains: (i) physical health; (ii) behavioral health; (iii) social determinants of health (housing insecurity, food insecurity, safety in the home, etc.); and (iv) coordination with current services being provided to the Participant.

“Claim” or “Claims” shall mean a statement or statements of services submitted to CenCal Health by Provider following the provision of either CS (defined below) and/or ECM (defined below) to a Member that shall include diagnoses and an itemization of services provided to Member. A Claim may be paper or electronic.

“Clean Claim” shall mean a billing form that has been properly completed in accordance with this Agreement.

“Community Supports” or “CS” are, pursuant to 42 CFR, Section 438.3(e)(2), services or settings that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan. DHCS previously referred to Community Supports as “In Lieu of Services” or “ILOS,” and any references in DHCS policy guidance or this Agreement to In Lieu of Services or ILOS shall mean Community Supports for purposes of this Agreement.

“Community Supports Provider” or “CS Provider” is a contracted provider of DHCS-approved CS. A CS Provider is an entity with experience and/or training providing one or more of the Community

Supports approved by DHCS. CS Provider includes the medical professionals, subcontractors, staff, and other persons who provide CS to Members by and/or through CS Provider under this Agreement.

“Confidential Information” shall mean specific facts or documents identified as “confidential” by law, regulations, or contract language.

“Covered Services” shall mean the ECM benefits and/or CS that are substitutes for services covered under the Medi-Cal State Plan that Members are entitled to receive under this Agreement and are provided by and through ECM Providers or CS Providers contracted through CenCal Health. For CS, Covered Services shall be determined to be Medically Appropriate or Medically Necessary.

“Day” or “Days” shall mean calendar days, unless otherwise noted.

“DHCS” shall mean the State of California Department of Health Care Services.

“DHCS-MCP ECM and ILOS Contract” is the DHCS template for the contract between DHCS and CenCal Health that establishes the terms for the ECM and CS services.

“Enhanced Care Management” or “ECM” is a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch and person-centered. ECM is a Medi-Cal benefit.

“Enhanced Care Management Provider” or “ECM Provider” is a provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to individuals in one or more of the Populations of Focus for ECM. ECM Providers may include, but are not limited to the following entities: (1) Counties; (2) County behavioral health providers; (3) primary care providers or specialist or physician groups; (4) Federally Qualified Health Centers; (5) Community Health Centers; (6) Community Based Organizations; (7) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (8) Rural Health Clinics and/or Indian Health Service Programs; (9) local health departments; (10) behavioral health entities; (11) community mental health centers; (12) Substance Use Disorder (“SUD”) treatment providers; (13) organizations serving individuals Experiencing Homelessness; (14) organizations serving justice-involved individuals; (15) California Children’s Services (“CCS”) providers; and (16) other qualified providers or entities that are not listed above, as approved by DHCS.

“Enhanced Care Management Care Team” or “ECM Care Team” is a multi-disciplinary, community-based team serving ECM Participants that provides intensive care coordination and linkages to necessary services including social services and benefits, health care services, available Community Supports and other community-based resources.

“Lead Care Manager” is a Participant’s designated care manager for ECM, who works for the ECM Provider organization (except in circumstances under which the Lead Care Manager could be on staff with CenCal Health, as described in the DHCS-CenCal Health ECM and ILOS Contract, Section 4: ECM CS Provider Capacity). The Lead Care Manager operates as part of the Participant’s multi-

disciplinary ECM Care Team and is responsible for coordinating all aspects of ECM and any Community Supports. To the extent a Participant has other care managers, the Lead Care Manager shall be responsible for coordinating with those individuals and/or entities to ensure a seamless experience for the Participant and non-duplication of services.

“Medically Appropriate” shall mean that provision of the Community Support recommended by a Provider or CenCal Health, using their professional judgment, is likely to reduce or prevent the need for acute care or other Medicaid services, including but not limited to inpatient hospitalizations, skilled nursing facility stays, or emergency department visits. Therefore, the Community Support is Medically Appropriate for that Member. The decision that any given service is Medically Appropriate shall be documented by appropriate clinical support. All Community Supports are required to be Medically Appropriate.

“Medically Necessary” shall mean health care services or products that a prudent physician would provide to a Member for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is: (i) in accordance with evidence-based, professionally and nationally recognized clinical criteria; (ii) clinically appropriate in terms of type, frequency extent, site and duration; and (iii) not primarily for the convenience of the Member, physician, or other health care provider. May also be referred to as "Medical Necessity." Eligibility for certain CS is based on the service being Medically Necessary.

“Member” shall mean a general term used in this Agreement, unless otherwise specified, to collectively describe any SBHI Member(s) and/or SLOHI Member(s) (defined below).

“Notice” shall mean a communication by CenCal Health to Provider informing Provider of the terms of a Plan, modification to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement made in accordance with the provisions of Section 14.8.

“Participant” is a Member who is eligible for, has consented to receive, and has been authorized by CenCal Health to receive Covered Services from a Provider.

“Provider” shall mean an ECM Provider and/or CS Provider. Such Provider shall provide Covered Services described in the Exhibits attached hereto. ECM Provider and CS Provider are further defined in the definitions above.

“Provider Manual” shall mean the CenCal Health manual which sets forth operational documents including but not limited to Medi-Cal services, statutes, regulations, telephone access and special requirements, Provider obligations, Authorizations, Claims and billing, Member services, quality of care, grievance system, and CenCal Health policies and procedures pertinent to Providers. The Provider Manual, titled “CenCal Health Provider Manual” prepared by the CenCal Health Provider’s services staff, may contain provisions of the State Manual as specifically modified by CenCal Health. The applicable information set forth in the Provider Manual is part of this Agreement and may, in the sole discretion of CenCal Health, be amended from time to time and is incorporated by reference into the Agreement as if set out herein in full. In the event that any provisions in the Provider Manual or any amendments thereto are inconsistent with the terms of this Agreement, the terms of this

Agreement shall prevail. The Provider Manual is available on the CenCal Health web site at www.cencalhealth.org.

“Quality Program” or “QP” shall mean the CenCal Health organizational structure and clinical and non-clinical processes vital to implementation of continuous quality improvement in health care. The evolving QP is adopted by the CenCal Health Board of Directors and approved by appropriate State agencies pursuant to contractual and regulatory requirements. The current QP is available on the CenCal Health web site: www.cencalhealth.org or upon request to the Health Services Department of CenCal Health.

“San Luis Obispo Health Initiative” or “SLOHI” shall mean CenCal Health’s name for its Medi-Cal line of business in San Luis Obispo County.

“Santa Barbara Health Initiative” or “SBHI” shall mean CenCal Health’s name for its Medi-Cal line of business in Santa Barbara County.

“SB County” shall mean the geographical area that encompasses Santa Barbara County.

“SBHI Member” shall mean any person who has been determined to be eligible to receive Medi-Cal benefits by the County of Santa Barbara Social Services Department, the State, or the Social Security Administration and who is a resident of SB County.

“SLOHI Member” shall mean any person who has been determined to be eligible to receive Medi-Cal benefits by the County of San Luis Obispo Social Services Department, the State, or the Social Security Administration and who is a resident of SLO County.

“State” shall mean the State of California.

“State Contract” shall mean CenCal Health’s contract with DHCS in which CenCal Health agrees to provide health care services to eligible Medi-Cal recipients within the scope of Medi-Cal benefits as defined in the contents of the contract.

“State Manual” shall mean the DHCS issued series of Provider manuals based on Provider types containing general Medi-Cal information and specific Provider community information, and serve as the primary billing reference for the Medi-Cal program.

“Subcontract” shall mean a written agreement entered into by a Provider with: (i) an entity that agrees to furnish Covered Services to Members; and/or (ii) any other organization or person(s) that agree(s) to perform any administrative function or service for a Provider specifically related to fulfilling the Provider’s obligations to CenCal Health under the terms of this Agreement.

“Subcontractor” shall mean a person or any organization that has entered into a Subcontract with a Provider. Subcontractors shall meet specified requirements as set forth in this Agreement.

“Utilization Management” or “UM” shall mean the evaluation of the medical necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities under the provisions of the applicable Covered Services, sometimes called “Utilization Review.”

“Utilization Review” or “UR” shall mean applying the decision-making component of UM principles and practices in which CenCal Health reviews and determines medical appropriateness of CS by performing prospective, concurrent, or retrospective (post-service) reviews.

2. SERVICE OBLIGATIONS

- 2.1 Provision of Covered Services. Provider shall provide and cause its Subcontractors to provide Covered Services to Members as further described in the exhibits hereto, including the authorization requirements therein, and in accordance with this Agreement and the Applicable Requirements.
- 2.2 Amendment to Comply with Changes in Law. Without amending this Agreement, CenCal Health may incorporate any change in ECM and/or CS mandated by federal or State law or regulation or required by DHCS through APLs, contracts, or related guidance into the Agreement effective the date such change goes into effect. CenCal Health shall give Provider thirty (30) Days prior notice of any such change. CenCal Health shall determine the effective date of the change in ECM and/or CS.
- 2.3 No Balance Billing. In no event, including but not limited to, non-payment by or insolvency, of CenCal Health, or breach of this Agreement by Provider or CenCal Health, shall Provider or its Subcontractors, submit a claim or demand, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State, a Member, or persons acting on the behalf of a Member for Covered Services provided pursuant to this Agreement. Provider further agrees that:
 - 2.3.1 This subsection 2.3 shall survive the termination of this Agreement for those Covered Services rendered prior to the termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members;
 - 2.3.2 This subsection 2.3 shall supersede any oral or written contrary agreement now existing or hereafter entered into between Provider or Subcontractors;
 - 2.3.3 Language to ensure the foregoing shall be included in all of Provider’s Subcontracts; and
 - 2.3.4 No change or amendment to this subsection 2.3 to similar section(s) in Subcontracts between Provider and its Subcontractors shall be made without the prior written approval of CenCal Health.
- 2.4 Subcontracts. If Provider subcontracts with other entities to administer its functions of either ECM or CS, Provider shall ensure agreements with each entity bind each entity to

the applicable terms and conditions set forth in this Agreement, including the Applicable Requirements. If Provider arranges for the provision of some Covered Services from Subcontractors, Provider shall enter into written Subcontracts, specifying that such Subcontractors shall: (i) seek payment only from Provider, and not from CenCal Health, State or the Member as set forth in Section 2.3; (ii) maintain and disclose records and other information as set forth in Section 8; (iii) abide by the Non-Discrimination and Confidential Information provisions set forth in Sections 5.5 and 8.4, respectively; (iv) maintain insurance as set forth in Section 7.1; (v) comply with Medi-Cal enrollment and/credentialing requirements, if required, as set forth in Section 3.1; (vi) comply with the grievance resolution provisions as set forth in Section 5.4 and in the Provider Manual; and (vii) comply with all other applicable provisions of this Agreement. Upon termination of this Agreement, such Subcontracts shall terminate with respect to Covered Services provided to Members. Upon request, Provider shall make such Subcontracts available to CenCal Health and government officials for review and approval.

- 2.5 Fraud and Abuse Reporting. Provider shall report to CenCal Health all cases of suspected fraud and/or abuse, as defined in 42 Code of Federal Regulations (CFR) § 455.2, relating to the rendering of Covered Services by Provider's Subcontractors, out of network Providers, Members, or Provider's employees. The report shall be made within ten (10) business days of the date Provider first becomes aware of or is on notice of such activity.

3. OBLIGATIONS OF PROVIDER

3.1 Medicaid Enrollment/Standards for Providers.

- 3.1.1 If a State-level enrollment pathway exists, Provider shall enroll as a Medi-Cal Provider, pursuant to relevant DHCS APLs, including Provider Credentialing/Rec credentialing and Screening/Enrollment APL 19-004, and the terms of the Agreement.
- 3.1.2 If APL 19-004 does not apply to a Provider, including any individuals or organizations employed by or subcontracted with a Provider to deliver services on its behalf, such Provider must comply with the CenCal Health's policies for vetting the Provider to ensure it can meet the capabilities and standards required to be a Provider.
- 3.1.3 CenCal Health has established a credentialing policy that establishes standards for vetting Providers, which may be amended from time to time. The standards may include, but are not limited to, review and/or verification of the following:
- 3.1.3.1 Current reference(s) that can speak to potential contracted services;
- 3.1.3.2 Business license (if applicable). If not, verify other alternatives (e.g., IRS Form 990, non-profit status, other documentation demonstrating they are an established business entity);

- 3.1.3.3 Proof of insurance coverage and status;
 - 3.1.3.4 Individual or entity for criminal activity;
 - 3.1.3.5 History of liability claims in the past seven (7) years; and
 - 3.1.3.6 Any other additional documentation as is requested by CenCal Health in making its determination.
- 3.1.4 Provider agrees to cooperate in credentialing and recredentialing in accordance with CenCal Health policies as set forth in the Provider Manual, if applicable. Additionally, Provider shall ensure that all Subcontractors who furnish items and/or services to Members and/or submit Claims and/or receive reimbursement for Covered Services furnished to Members meet credentialing standards as specified in CenCal Health, if applicable. Provider shall ensure that any Subcontractor who is required to meet these standards, but fails to do so, does not furnish items and/or services and/or receive reimbursement for any Covered Services furnished to Members.
- 3.1.5 Covered Services that are provided by or arranged for or by Provider shall be delivered by personnel qualified by licensure, training, or experience to discharge their responsibilities and/or operate their facilities in a manner that complies with generally accepted standards in the industry. All Covered Services are to be provided at a place appropriate for the proper rendition thereof within the constraints of the State Medi-Cal program.
- 3.2 Provider Staffing. At all times, Provider shall maintain staffing that allows for timely, high-quality service delivery of Covered Services for each Participant consistent with this Agreement, the DHCS-MCP- ECM, ILOS Contract, and any other related DHCS guidance.
- 3.3 Notification of Changes. If Provider decides to cease providing or suspend any Covered Services, then Provider shall notify CenCal Health in writing at least forty-five (45) Days prior to any such cessation, suspension, or reduction. Provider will notify CenCal Health immediately of any changes in operation, emergency conditions or factors such as limited capacity that may significantly affect Covered Services provided to any Member or that may impair Provider's ability to perform its obligations under this Agreement. Provider shall notify CenCal Health promptly of any material change in ownership, control, legal status, name, location, tax identification number, Medicare or Medi-Cal number or Provider's National Provider Identifier ("NPI"). Any material change of ownership or control is subject to the requirements of Section 9.6. For purposes of this Agreement, a material change in ownership or control shall mean a sale or transfer during any five (5) consecutive years of twenty-five percent (25%) or more of the assets, stock, partnership, or members of the Provider. See also Section 9.6 of this Agreement.

3.4 Provider Responsibilities.

- 3.4.1 Provider agrees to cooperate with CenCal Health quality improvement activities and to provide access to medical, financial and administrative information: (i) as may be necessary for compliance by CenCal Health with State and federal law; and (ii) for CenCal Health program management purposes including, as appropriate and applicable: utilization review, grievance process, credentialing and recredentialing, Health Employer Data Information Set (“HEDIS”) reporting, medical chart review and facility audits, as may be set forth in this Agreement or in the Provider Manual. If Provider is delegated any quality improvement functions as defined in the State Contract, the provisions required in the State Contract regarding: (i) quality improvement responsibilities and specific delegated functions; (ii) oversight, monitoring, and evaluation processes; (iii) reporting requirements and approval processes; and (iv) actions/remedies if CenCal Health’s obligations are not met, are specifically stated in CenCal Health’s delegation agreements and are hereby incorporated by reference into this Agreement.
- 3.4.2 Provider agrees to comply with all final recommendations and determinations rendered by CenCal Health Committees appropriate to the issue in question.
- 3.4.3 If providing services to SBHI and SLOHI Members, Providers and/or their staff are responsible for reviewing and becoming familiar with the Applicable Requirements, as respectively amended from time to time by the State and CenCal Health.

- 3.5 Cultural and Linguistic Services. CenCal Health and Provider have joint responsibility in meeting needs and services as may be required by the State in an appropriate and applicable cultural and linguistic manner. Such services include, but are not limited to: (i) twenty-four (24) hour oral interpreter services at all key points of contact for monolingual, non-English speaking or Limited English Proficient (“LEP”) members in a manner appropriate for the situation in which language assistance is needed; (ii) access to interpreter services, which may include face-to face encounters with Provider or Provider’s staff, telephone language services, or the use of urgent care telephone lines, for all limited English proficient Members seeking health services from a Provider; (iii) referrals to culturally and linguistically appropriate community services programs; (iv) use of translated signage and written translated materials appropriate for Provider’s Members. A Provider who indicates bilingual language capabilities shall ensure those providing interpreter services are bilingually proficient at medical and non-medical point of contact; (v) provide cultural competency, sensitivity and diversity training for staff, Providers and its Subcontractors serving CenCal Health Members; and (vi) comply with language assistance standards with respect to services provided for covered benefits under the Knox-Keene Act pursuant to Health and Safety Code section 1367.04.

CenCal Health may provide training for Provider and Provider’s staff on the cultural and linguistic needs of Members. Additionally, materials on cultural and linguistic services are contained in the Provider Manual. CenCal Health may assess the cultural competence

of Provider and his/her staff from time to time, and provide tools to assist Provider in cultural or linguistic competency.

3.6 Quality and Oversight.

3.6.1 Provider acknowledges CenCal Health shall conduct oversight of its delivery of Covered Services to ensure the quality of services rendered and ongoing compliance with all legal and contractual obligations both CenCal Health and the Provider have, including, but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

3.6.2 Provider shall respond to all CenCal Health requests for information and documentation to permit ongoing monitoring of Covered Services and submit reports in accordance with the exhibits hereto.

3.7 Compliance. Provider shall provide ongoing oversight of the structures, processes, and outcomes of its operations.

3.7.1 Provider shall continually assess its ability to perform required activities through initial reviews, on-going monitoring, analysis of data and utilization of benchmarks and maintain documentation of oversight activities.

3.7.2 Provider shall comply and deliver services in accordance with this Agreement and the deliverables and all Applicable Requirements.

3.8 Utilization Management. Unless otherwise set forth in a written delegation acknowledgement that is mutually satisfactory to the parties, Provider hereby acknowledges that CenCal Health: (i) conducts UM programs to manage CenCal Health's coverage of services provided to Members; and (ii) offers no financial incentive to contracted Providers or any of CenCal Health's staff, including but not limited to, staff involved in UM coverage decisions. The absence of financial incentives to withhold medically necessary services is affirmatively stated in the prevailing version of CenCal Health's Provider Manual. Provider shall participate in, cooperate with, and comply with the provisions of CenCal Health UM programs and its policies and procedures, including prospective, concurrent, and retrospective review by CenCal Health, Quality Program, committees, and staff. Upon reasonable notification, Provider shall allow CenCal Health UM personnel, or their designees, or any CenCal Health authorized entity that oversees UM functions, physical and remote access to review, observe, and monitor Member care and Provider's performance of Provider's obligations under this Agreement. Additional information on UM is set forth in the Provider Manual and on the CenCal Health website.

3.9 Compliance With Monitoring Requirements. Provider shall comply with all monitoring provisions of the State Contract and any monitoring requests by DHCS, including but not limited to those addressed further in Section 8 below.

4. PAYMENT AND BILLING

- 4.1 Payment of Compensation for Covered Services. CenCal Health shall pay contracted Providers for the provision of Covered Services in accordance with the Compensation Schedule in the exhibits hereto when all Applicable Requirements have been met.
- 4.2 Payment in Full. Provider must have a system in place to accept payment from CenCal Health for Covered Services rendered. Provider shall accept payments as provided herein as payment in full for providing or arranging Covered Services under this Agreement.
- 4.3 Funding. CenCal Health's obligation to pay Provider is subject to CenCal Health's corresponding receipt of funding from DHCS, CMS, or any other governmental agency providing revenue to CenCal Health, as applicable. In the event funding to CenCal Health is terminated or delayed, CenCal Health's payment to Provider shall be terminated or delayed, and CenCal Health's obligation shall only resume within fifteen (15) Days following CenCal Health's receipt of its capitation payment from DHCS for Participants who received services from Provider if said Participants are listed on the most current enrollment information as transmitted by DHCS.
- 4.4 Uncashed Checks. When checks issued to Providers remain uncashed beyond three (3) years of issuance, CenCal Health will send legally required notice to the Provider and, if unclaimed, CenCal Health will void the check and forward the funds to the State Controller's Office, all in accordance with California escheatment laws and regulations (Code. Civ. Proc., §§ 1500-1582, and 22 Cal. Code Regs, §§ 1150-1180).
- 4.5 Claims. CenCal Health shall pay ninety (90) percent (90%) of all Clean Claims from Provider within thirty (30) Days of the date of receipt and ninety-nine (99) percent (99%) of all Clean Claims within ninety (90) Days of receipt. The date of receipt shall be the date CenCal Health receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.
- 4.5.1 Provider shall submit Claims within one hundred and eighty (180) Days from the date of service in order to receive payment.
- 4.5.2 Should Provider submit requests for adjustments and/or disputes regarding Claim payments or denials for SBHI or SLOHI Members, such requests should be as soon as feasible but no later than one hundred and eighty (180) Days after the date of the payment or denial of such Claim, except no such time limit shall apply to CenCal Health in instances of suspected fraud, waste, or abuse. If the dispute has not been filed within this time period, there shall be no right to dispute such Claim. Further information about Claims appeals is set forth on CenCal Health's website and in its Provider Manual.
- 4.6 Repayment. CenCal Health hereby agrees that Claims submitted for services rendered by Provider shall be presumed to be coded correctly. CenCal Health may rebut such presumption with evidence that a Claim fails to satisfy the standards set forth in this

Agreement. If an audit conducted by CenCal Health concludes that Provider owes monies to CenCal Health, CenCal Health reserves the right to require repayment or to deduct monies that may be due to Provider from subsequent payable Claims. CenCal Health also reserves the right to take such action if: (i) Provider fails to meet its Medi-Cal enrollment and/or credentialing requirements, as applicable; (ii) Provider fails to report services rendered in the manner specified herein; (iii) overpayment occurs; (iv) fraudulent billing by Provider has been discovered and substantiated; and (v) other such circumstances as determined in the sole and absolute discretion of CenCal Health, but acting reasonably.

Should CenCal Health seek repayment or elect to deduct money from subsequent Claims, it is required to do so in accordance with CenCal Health's established policies and procedures, and shall notify Provider in writing as soon as feasible. If Provider wishes to dispute such action, it shall do so in accordance with the processes in CenCal Health grievance system policies and procedures set forth in the Provider Manual.

- 4.7 Billing Requirements. Providers shall record, generate, and send a claim or invoice to CenCal Health for Covered Services rendered.
- 4.7.1 If Provider submits claims, Provider shall submit claims to CenCal Health using specifications based on national standards and code sets to be defined by DHCS, as amended from time to time. All claims must be submitted with required documentation to be considered a "Clean Claim."
- 4.7.2 For Providers who are unable to submit claims using national standards through CenCal Health's normal avenues of accepting payment submissions, CenCal Health will create, accept, and process for payment using a customized file with data elements as defined by DHCS encounter data reporting standards (which will allow CenCal Health to convert Covered Services invoice information into DHCS-standard specifications and code sets for submission to DHCS). CenCal Health will provide training on this supplemental data file submission method (invoice) as well as monitor it internally to maximize data quality for timely and accurate Provider payments to Providers.
- 4.7.3 Provider shall not receive payment from CenCal Health for the provision of any Service not authorized by CenCal Health.
- 4.7.4 Provider reporting of applicable diagnoses is required on all claim submissions to CenCal Health. For Participants with Social Determinants of Health ("SDOH"), Provider must report the applicable diagnoses recognized by the Centers for Disease Control and Prevention ("CDC") that identify SDOH. See Exhibit D for the prevailing list of CDC-recognized ICD-10-CM SDOH codes.
- 4.8 Billing Member. Provider may bill the Member in the following circumstances:
- 4.8.1 Copayments payable, if any.

- 4.8.2 Services After Coverage Exhausted or No Coverage. If a Member elects to continue receiving services after such Member's coverage has been exhausted, or CenCal Health determines in its sole discretion that such services are not Covered Services, then Provider shall seek compensation solely from such Member (or such Member's representative) for such services, or if the Member is not legally responsible for such services, Provider shall seek compensation from the legally responsible person or entity.
- 4.9 Other Health Coverage. At this time, ECM is solely a Medi-Cal managed care benefit, which is not covered by Medicaid Fee-For-Service ("FFS"), Medicare, or other health care insurers. If, at some time in the future, ECM becomes a benefit covered by such health care insurers, CenCal Health's Other Health Coverage ("OHC") rules, as provided in this Agreement and the Applicable Requirements shall apply.
- 4.10 Payer of Last Resort. Reimbursement for ECM Services is contingent upon ECM Provider billing to CenCal Health only as the payer of last resort. ECM Provider must take all necessary and reasonable measures within ECM Provider's ability to identify, locate, and bill any and all OHC, including Medicare, prior to billing CenCal Health.
- 4.11 Recovery. CenCal Health is under a contractual obligation to the State to recover for any Covered Service for which a Member is also covered under any other public or private health insurance. If ECM Provider discovers that a Member has OHC, ECM Provider shall inform CenCal Health of this potential recovery situation. Further information is available in the Provider Manual.
- 4.12 Notification of Member's Potential Tort, Casualty, or Workers' Compensation Awards. Since CenCal Health is under a contractual obligation to the State to notify the State of any potential tort, casualty insurance, Workers' Compensation award, and uninsured motorists' coverage for the value of Covered Services provided to any Member, CenCal Health must rely on its Providers to inform CenCal Health of such potential awards. Therefore, Provider agrees to notify CenCal Health that a potential tort, casualty insurance, Workers' Compensation award, or uninsured motorist's coverage may cover any Covered Services provided by Provider whenever Provider discovers such potential awards.
- 4.13 No Reimbursement from State or Members. Provider shall hold harmless the Members and the State, in the event that CenCal Health cannot or will not pay for Covered Services performed by Provider pursuant to this Agreement.
- 4.14 Payment Option. Should the State, through an Operating Instruction Letter ("OIL") or otherwise, require CenCal Health to implement benefit changes that would result in reimbursement to Provider at a rate different than the rate indicated in any and all Exhibits and/or attachments, CenCal Health reserves the right, but does not have the obligation, to make said adjustments. In the event CenCal Health does elect to make such an adjustment, CenCal Health shall be obliged only to do so back to the beginning of the current Fiscal Year of CenCal Health. Notice to Provider will be provided.

4.15 Non-Duplication and Non-Supplantation of Services.

- 4.15.1 Participants may not be receiving duplicative support from other State, local, or federally funded programs, which should always be considered first, before using Medi-Cal funding. When a Participant is enrolled in ECM and/or CS, Covered Services should be managed in coordination with other ECM and CS Providers. Covered Services provided to Participants under this Agreement that duplicate services from other sources and/or supplant Medi-Cal services are not in accordance with Applicable Requirements.
- 4.15.2 Provider shall execute the Attestation set forth in the applicable exhibits hereto or as otherwise required by CenCal Health. The Attestation shall be executed by the Chief Executive Officer of Provider, or such other authorized representative of Provider as agreed to in writing by CenCal Health. Provider acknowledges and agrees that should Provider receive payments as provided in this Agreement that duplicate and/or supplant Medi-Cal services or are not in accordance with DHCS requirements as determined by CenCal Health, CenCal Health shall demand repayment of any such payments, and Provider shall repay such demanded amounts within thirty (30) Days of such demand. Further, CenCal Health may deem any such payments to be an overpayment to Provider as described in the Agreement and may recover the amounts owed by way of offset or recoupment from current or future amounts due Provider. The terms of this section shall survive expiration or termination of the Agreement.
- 4.16 Confidentiality. The terms of this Agreement, including any Exhibits, attachments, Provider Manual, policies, and any other Confidential Information and, in particular, the provisions regarding compensation, are confidential and shall not be disclosed to any third party except as necessary for the performance of this Agreement or as required by law or by the State. Without limiting the foregoing, Provider agrees and understands that any rate or compensation set forth in this Agreement is proprietary to CenCal Health and may not be disclosed to any third party without the prior written approval of CenCal Health, which may be withheld at the sole discretion of CenCal Health.
- 4.17 Deficit Reduction Act (DRA) of 2005. Pursuant to the DRA § 6032, which created the section of the Social Security Act § 1902(a)(68), Provider is hereby informed that CenCal Health makes its policy regarding false claims laws available for review. Such policy is available on the CenCal Health web site as follows: www.cencalhealth.org. The policy sets forth information about: (i) detecting and preventing fraud, waste, and abuse; (ii) federal and State false claims laws; and (iii) protections available to whistleblowers. As a Provider of health care services, who may additionally furnish or authorize furnishing of Medi-Cal health care services, Provider, in addition to CenCal Health employees and other agents and Subcontractors, must adopt the policies as made available, and as they are updated from time to time.

5. ADMINISTRATIVE PROCEDURES

- 5.1 Deemed Notice of Provider Manuals, Rules, Policies, and Procedures. Provider will comply with the State Manual, Provider Manual, and the policies and procedures established by CenCal Health, and will be deemed to have accepted same. As of the Effective Date, the policies, rules, and procedures applicable to Provider are set forth in the Provider Manual and other Exhibits, attached hereto and incorporated herein by this reference. Provider is hereby deemed to have Notice that the Provider Manuals are available, as they may be updated and revised from time to time, on the CenCal Health web site: www.cencalhealth.org, and on the Medi-Cal web site: www.medi-cal.ca.gov.
- 5.2 Amendments to Provider Manuals, Rules, Policies, and Procedures. Non-material adverse changes to the language in the Provider Manuals or policies, rules, and procedures applicable to Provider shall be deemed approved upon Notice of same unless Provider advises CenCal Health otherwise in writing within forty-five (45) business days of the date of such Notice. Changes to the SBHI and SLOHI language in the above referenced documents and directions for acceptance of said changes will be indicated in a cover letter accompanying such proposed changes.
- 5.3 Data Sharing.
- 5.3.1 When federal law requires authorization for data sharing, Provider shall obtain and/or document such authorization from each assigned Participant, including sharing of Protected Health Information (“PHI”), and shall confirm it has obtained such authorization to the CenCal Health.
- 5.3.2 Participant authorization for data sharing related to Covered Services is not required for the Provider to initiate delivery of Covered Service unless such authorization is required by federal law.
- 5.3.3 As part of the referral process, CenCal Health will ensure Provider has access to:
- 5.3.3.1 Demographic and administrative information confirming the referred Member’s eligibility for the requested service;
- 5.3.3.2 Appropriate administrative, clinical, and social service information the Provider might need in order to effectively provide the requested service; and
- 5.3.3.3 Billing information necessary to support the Provider’s ability to submit invoices to CenCal Health.
- 5.3.4 Provider shall provide any and all data to CenCal Health that is required for CenCal Health to administer Covered Services, including data required for reporting to DHCS related to ECM and/or CS.
- 5.4 Grievance System. Provider and its Subcontractors shall comply with the CenCal Health grievance system policy and procedures, and CenCal Health shall provide Provider a

reasonable system for the resolution of disputes between Provider and CenCal Health. Additionally, Provider shall cooperate with CenCal Health in identifying, processing, and resolving all Member concerns and complaints pursuant to CenCal Health Member grievance procedures. CenCal Health's grievance system policies are set out in full in the Provider Manual. With respect to services provided for covered benefits under the Knox-Keene Act pursuant to Health & Safety Code section 1367(h)(1), Provider is entitled to a fast, fair, and cost-effective dispute resolution mechanism wherein Provider may submit disputes to CenCal Health and CenCal Health shall inform Provider of its procedures for processing and resolving disputes, including the location and telephone number where information may be submitted.

5.5 Non-Discrimination. During the performance of this Agreement, neither Provider nor any Subcontractors shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, religious creed, physical disability, (including HIV and AIDS, AIDS-Related Complex), medical condition (including cancer), mental disability, marital status, age (over 40) or the use of family and medical care leave and pregnancy disability leave. Provider and its Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Provider and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990, set forth in Chapter 5 of Division 4.1 of 2 CCR are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Provider shall include the non-discrimination and compliance provisions of this clause in all Subcontracts to perform work under this Agreement.

5.5.1 Neither Provider nor its Subcontractors shall discriminate against Members because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d (race, color, national origin); 45 CFR Part 84 (physical or mental handicap); Government Code § 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code § 51 (all types of arbitrary discrimination); rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulation.

5.5.2 Provider shall take steps to ensure that all Members are provided Covered Services without unlawful discrimination. For the purposes of this Section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but is not limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia.

- 5.5.3 Provider shall act upon all complaints alleging discrimination against Members in accordance with the CenCal Health Member grievance system and shall forward copies of all such grievances to CenCal Health within five (5) Days of receipt of same.

6. CENCAL HEALTH OBLIGATIONS

- 6.1 Noninterference with Medical Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of CenCal Health to intervene in any manner in the methods or means by which Provider renders health care services or provides health care supplies to Members. Nothing herein shall be construed to require Provider to take any action inconsistent with professional judgment concerning the medical care and treatment to be rendered to Members.
- 6.2 Data Reporting Oversight. Providers shall submit data to CenCal Health showing evidence of rendering Covered Services. Clean Claims should include the data elements required by CenCal Health as set forth in Section 4.7. In order to comply with the CenCal Health QP, Providers must correct and resubmit data that is unacceptable within six (6) months after the date of denial of payment and within six (6) months after request for additional data on encounters.

In addition to supplying CenCal Health with required data within one (1) year from the date of service, Providers must allow CenCal Health to inspect and audit such data at the Provider's office after seven (7) Days advance written notice. Additionally, Providers acknowledge that CenCal Health has the right to monitor Provider's timely submission of Claims in accordance with the relevant provisions of the Medi-Cal program or as set forth in the Provider Manual. Provider also understands that CenCal Health will publish reports obtained from the compilation of such required data for quality improvement purposes, but that the confidentiality of Members' identities shall be maintained in such publication.

- 6.3 Utilization Data. CenCal Health shall share with Provider any utilization data that DHCS has provided to CenCal Health, and Provider agrees to use said data for purposes of care coordination for CenCal Health Members.
- 6.4 Non-Discrimination. CenCal Health shall not discriminate in the participation, reimbursement, or indemnification of any Provider who is acting within the scope of practice of his or her license or certification under applicable State law, solely on the basis of that license or certification.

7. INSURANCE AND INDEMNIFICATION

- 7.1 Insurance.
- 7.1.1 Provider shall carry at Provider's sole expense professional liability insurance against professional errors and omissions (malpractice) in providing services under the terms of this Agreement, as applicable. Provider shall also carry, as its sole

expense, commercial general liability insurance in amounts consistent with best practices in its industry. If applicable, each of Provider's drivers shall be insured with automobile liability insurance. Provider shall also carry appropriate Workers' Compensation Insurance. Insurance may be provided in a form of blanket policy. All insurance shall be at limits reasonably required by CenCal Health.

- 7.1.2 All insurance required under this Section shall be obtained from a company(ies) that is duly licensed to do business in the State of California and that either: (i) has a Best's rating of at least A or has a comparable rating from another rating company; or (ii) is reasonably acceptable to CenCal Health. Such insurance coverage must not be canceled, terminated, non-renewed, modified or expire without at least thirty (30) Days prior written notice to CenCal Health. Provider shall arrange with the insurance carrier to have automatic thirty (30) Days prior notification of insurance coverage termination or modification given to CenCal Health. Provider shall notify CenCal Health at the time of any change in insurance carrier, limits, or deductibles. Provider shall provide certificates of insurance evidencing such coverage to CenCal Health upon execution of this Agreement in a form acceptable to CenCal Health, and from time to time thereafter upon request. Provider may substitute comparable self-insurance coverage for the insurance coverage required in this Section 7.1, only upon the prior written approval of CenCal Health.

- 7.2 Indemnification. Each party to this Agreement agrees to defend, indemnify, and hold each other and the State harmless, with respect to any and all claims, costs, damages, and expenses, including reasonable attorneys' fees, which are related to or arise out of the negligent or willful performance or non-performance by the indemnifying party, of any functions, duties, or obligations of such party under this Agreement. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

8. RECORDS AND CONFIDENTIALITY

- 8.1 Maintenance and Scope of Records. Provider, its employees and any Subcontractors, pertaining to the goods and services furnished under the terms of this Agreement, shall maintain equipment, computer and other electronic systems, contracts, books, charts, documents, papers, reports and records, whether in hard copy or in electronic format (including, but not limited to: financial records; books of account; working papers; administrative records; patient medical records; laboratory results; prescription files; Subcontracts; management information systems and procedures; copies of current licenses and certifications for personnel legally required to be licensed or certified; and other documentation pertaining to medical and non-medical services for Members) related to Covered Services provided hereunder to Members, to the cost thereof, to payment received from Members or others on their behalf, and to the financial condition of Provider ("Records"). Records also include those that are customarily maintained by Provider for purposes of verifying Claims information and reviewing appropriate utilization

requirements, including privacy and confidentiality requirements, shall be maintained in a form in accordance with the general standards applicable to such book or record keeping. Records shall be legible, kept in detail: (i) consistent with appropriate medical and professional practice and prevailing community standards; (ii) which permits effective internal review and external audit process; and (iii) which facilitates an adequate system for care management. Provider shall be fully bound by the requirements in 42 CFR 2.1 and following, relating to the maintenance and disclosure of Member records received or acquired by federally assisted alcohol or drug programs. Upon request, at any time during the period of this Agreement, Provider and its Subcontractors shall furnish any such Record, equipment, computer and electronic systems, contracts, books, or copy thereof, to CenCal Health, DHCS, CMS, Department of Health and Human Services (“DHHS”) Inspector General, the Comptroller General, Department of Justice (“DOJ”), and Department of Managed Health Care or their designees for the purpose of an audit, inspection, evaluation, examination, or copying, including, but not limited to, the provisions regard Access Requirements and State’s Right to Monitor as set forth in the State Contract.

- 8.2 Records Retention. In order to comply with CenCal Health’s obligations under the State Contract, Provider and its Subcontractors shall retain, preserve and make available for the purpose of an audit, inspection, evaluation, examination or copying, upon request, all Records relating to the performance of its obligations under the Agreement, including Claim forms, for a term of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, including all encounter data for a period of ten (10) years. Records involving matters that are the subject of litigation shall be retained for a period of not less than ten (10) years as indicated above, following termination of litigation.

Upon request by DHCS, Provider shall timely gather, preserve, and provide to DHCS, in the form and manner specified by DHCS, any information specified by DHCS, subject to any lawful privileges, in Provider’s possession, relating to threatened or pending litigation by or against DHCS. If Provider asserts that any requested documents are covered by a privilege, it shall: (1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and (2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against DHCS. Provider acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify CenCal Health or DHCS of any subpoenas, document production requests, or requests for records, received by Provider related to this Agreement. Such provisions also apply to Provider’s Subcontractors.

- 8.3 Inspection Rights. Provider shall allow CenCal Health and government officials statutorily authorized to have oversight responsibilities over CenCal Health and its contracts and the successors and duly authorized representatives of government officials, including DHCS, CMS, DHHS Inspector General, the Comptroller General, DOJ and Department of

Managed Health Care , to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement and applicable federal and State laws and regulations, and to inspect, evaluate, and audit any and all books, records, facilities, and premises maintained by Provider and any and all Subcontractors of Provider pertaining to these services at all reasonable times at the Provider's normal place of business, or at such other mutually-agreeable location in California. If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider from participation in the Medi-Cal Program; seek recovery of payments made to the Provider; impose other sanctions provided under the State Contract, and direct CenCal Health to terminate the Agreement due to fraud.

Provider shall provide, at the request of CenCal Health, reasonable facilities, cooperation, and assistance to the State and/or CenCal Health representatives in the performance of their duties. When permitted by law, including but not limited to HIPAA regulations, to conduct health care operations, Provider shall promptly provide copies of requested records or allow for inspection, monitoring or evaluation of medical records without patient consent by CenCal Health.

- 8.4 Confidentiality of Information. Notwithstanding any other provision of this Agreement, names of persons receiving public social services are Confidential Information and are to be protected from unauthorized disclosure in accordance with Title 42, CFR § 431.300 et seq., Welfare and Institutions Code § 14100.2, and regulations adopted thereunder. Additionally, CenCal Health, Provider and its Subcontractors shall protect all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to individual Members from unauthorized disclosure. CenCal Health may release medical records in accordance with applicable law pertaining to release of this type of Information.

With respect to any HIPAA protected personally identifiable information concerning a Medi-Cal Member that is obtained by Provider, Provider and its Subcontractors shall treat same as Confidential Information and: (i) will not use it for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly transmit to CenCal Health all requests for its disclosure; (iii) will not disclose it except as specifically permitted by this Agreement, to any party other than CenCal Health, without prior written authorization specifying that the information is releasable under 42 CFR § 431.300 and following, Welfare and Institutions Code § 14100.2, and regulations adopted thereunder; and (iv) will, at the expiration or termination of this Agreement, return it to CenCal Health or maintain it according to written procedures sent to CenCal Health by DHCS for this purpose.

- 8.5 Member Request for Medical Records. Provider and Provider's Subcontractors shall furnish a copy of a Member's medical record to another treating or consulting Provider

regardless of whether the requesting Provider is a participating Provider or an out of network Provider, at no cost to CenCal Health or to the Member when: (i) such a transfer of records facilitates the continuity of that Member's care; (ii) the Member is transferring from one Provider to another for treatment; or (iii) the Member seeks to obtain a second opinion on the diagnosis or treatment of a medical condition.

- 8.6 Use of Name. Provider and CenCal Health each reserves to itself the right to, and the control of the use of its names, symbols, trademarks, and service marks, presently existing or hereafter established, and neither Provider nor CenCal Health shall use the other's names, symbols, trademarks, or service marks in any advertising or promotional communication of any type or otherwise without the prior written consent of the other party. Notwithstanding the above, CenCal Health may communicate Provider's name, address(es), telephone number(s), office hours, language capabilities, handicap access, specialty, affiliations, and Subcontractors or other affiliates to Providers and Members.
- 8.7 Participation in Communications Activities. Provider shall support, engage, and cooperate in CenCal Health communications efforts, both internally and externally, which may include (but are not limited to) coordinating on press releases, publicity, and media production. Provider shall also coordinate with CenCal Health efforts aimed at the public, media, and elected officials, including, but not limited to, sharing program outcomes documenting Participant stories, subject to advance written consent by Participant to share any protected health information ("PHI") [see paragraph 5.3.1 above] (and obtaining and maintaining informing consent forms for any video, written, photographic or verbal documentation that identifies the Participant).

9. **AGREEMENT TERM AND TERMINATION**

- 9.1 Term. This term of this Agreement shall be from July 1, 2022 (the Effective Date) through June 30, 2023, notwithstanding the date of execution, pending any approvals required by DHCS, and will automatically renew for one (1) year terms, unless terminated or amended as hereinafter provided.
- 9.2 Without Cause Termination. Provider may terminate this Agreement at any time for any reason or for no reason with at least sixty (60) Days prior written Notice to CenCal Health. CenCal Health may terminate this Agreement at any time for any reason or for no reason with at least thirty (30) Days prior written Notice to Provider
- 9.3 With Cause Termination. If a party materially breaches this Agreement and fails to cure the material breach to the satisfaction of the non-breaching party within fourteen (14) Days after the non-breaching party gives written Notice of the material breach, the non-breaching party may terminate this Agreement immediately upon written Notice to the other party. Notwithstanding the above, CenCal Health may immediately suspend this Agreement pending completion of applicable termination procedures, if CenCal Health makes a reasonable determination, supported by written findings, that the health and welfare of Members is jeopardized by continuation of the Agreement.

9.4 Immediate Suspension and Termination.

- 9.4.1 Provider shall immediately notify CenCal Health and CenCal Health may immediately suspend this Agreement in the event there is a material adverse change in Provider's insurance coverage, or Provider's license(s), Medicare or Medi-Cal certification, accreditation (if applicable) or the credentialing status with CenCal Health is suspended or limited. If Provider does not provide adequate insurance coverage within thirty (30) Days of the material adverse change, or if Provider's license(s), certification, accreditation (if applicable) or the credentialing is not fully reinstated within thirty (30) Days of such suspension or limitation, CenCal Health may terminate this Agreement immediately. Provider shall immediately notify CenCal Health and this Agreement will terminate without further action of the parties if Provider's insurance coverage is canceled, not renewed or expires, or if Provider fails to obtain insurance coverage as required by this Agreement, or if Provider's license(s), Medicare or Medi-Cal certification (if applicable), accreditation (if applicable) or credentialing status with CenCal Health is revoked, not renewed or expires, if Provider's licensure or certification is not obtained as required by this Agreement, or if Provider is excluded from participation in the Medicare or Medi-Cal programs. If this Agreement terminates without further action of the parties, the effective date of termination shall be the date of the occurrence of such event or, at the option of CenCal Health, such other date determined by CenCal Health in its sole discretion.
- 9.4.2 CenCal Health may immediately suspend this Agreement in whole or in part in the event CenCal Health does not receive funds or receives reduced funds from the State for health care services or the State determines that CenCal Health is no longer responsible to arrange for the provision of health care services to Members due to a catastrophic occurrence. In addition, this Agreement will automatically terminate in the event of termination of the State Contract.
- 9.4.3 Provider shall notify CenCal Health and CenCal Health may terminate this Agreement immediately upon written Notice to Provider if Provider files a petition in or for bankruptcy, reorganization, or an arrangement with creditors, makes a general assignment for the benefit of creditors, is adjudged bankrupt, is unable to pay debts as they become due, has a trustee, receiver, or other custodian appointed on its behalf, or has a case or proceeding commenced against it under any bankruptcy or insolvency law.
- 9.4.4 Provider shall notify CenCal Health and CenCal Health may terminate this Agreement immediately upon written Notice to Provider if Provider provides services to Members through a Subcontractor and: (i) such Subcontractor's license is suspended, revoked, expired or not renewed (if Subcontractor is licensed); (iii) such Subcontractor is not or ceases to be covered by professional liability coverage as required under this Agreement; (iv) such Subcontractor is criminally charged with any act involving moral turpitude; (v) the information provided to CenCal Health to

vet or credential the Provider with respect to such Subcontractor was materially false; or (vi) such Subcontractor no longer satisfies such standards of CenCal Health.

- 9.4.5 CenCal Health may terminate this Agreement immediately upon written Notice to Provider if: (i) Provider surcharges the Members; (ii) Provider fails to comply with CenCal Health UM procedures; (iii) Provider fails to abide by CenCal Health grievance or quality assurance procedures; (iv) Provider rejects a modification pursuant to Section 12; or (v) there is any change to the composition of physicians and other health care Providers providing on behalf of Provider and such Providers have not been credentialed, if required, by CenCal Health.
- 9.4.6 If Provider is an individual health care Provider and: (i) Provider's office closes and/or his/her practice or business ceases, or (ii) in the event of death, this Agreement shall terminate immediately.
- 9.5 Provider Closure. In the event Provider ceases to be a Provider, this Agreement, with the exception of Section 10.2, shall be of no further effect, except insofar as moneys owed, either party shall remain a liability for the applicable party.
- 9.6 Successors and Assigns; Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and permitted successors and assigns. Neither party shall assign nor permit to be assigned either this Agreement or any of its rights or delegate any duties hereunder without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any such permitted assignment or delegation shall require the review and written approval of any applicable governmental or regulatory agency(ies), including but not limited to DHCS. Provider also agrees that any Subcontract shall be in writing and shall comply with requirements for Subcontracts as set forth in this Agreement, the State Contract, and applicable laws and regulations. Any attempted assignment in violation of the provisions of this Section 9.6 shall be void at inception. If the party from whom consent is sought for any such assignment does not consent to such assignment, or a transferee does not accept such assignment, the non-assigning party may terminate this Agreement without cause upon sixty (60) Days prior written notice. Any sale, transfer, or other conveyance of twenty-five percent (25%) or more of Provider's business or assets shall be deemed an assignment for the purposes of this Section 9.6. In addition, Provider acknowledges, agrees, and understands that CenCal Health shall revoke its delegation of activities or obligations, or specify other remedies in instances where DHCS or CenCal Health determines that Provider has not performed satisfactorily.
- 10. RESPONSIBILITY UPON TERMINATION**
- 10.1 Continuation of Covered Services. In the event of termination of the State Contract or this Agreement, or any Subcontract under this Agreement, Provider shall assist CenCal Health in the transfer of care as required by applicable laws and regulations under the State Contract.

- 10.2 Provisions Surviving Termination. Provisions of this Agreement including, but not limited to, Section 3.8 (Utilization Management), Section 5.4 (Grievance System), Section 7 (Insurance and Indemnification), Section 8 (Records and Confidentiality), and Section 10.1 (Continuation of Covered Services) that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Agreement.

Provider further agrees that Section 2.3 shall: (i) survive the termination of this Agreement regardless of the cause giving rise to termination; (ii) be construed to be for benefit of Members; and (iii) supersede any oral or written contrary agreement now existing or hereafter entered into by the parties. Any modification to this Section 10.2 shall become effective only after proper State and federal regulatory authorities have received written notification of the proposed change.

- 10.3 Return of Funds. Upon termination of this Agreement, Provider shall, within thirty (30) Days, return to CenCal Health the pro rata portion of money paid to Provider which corresponds to the unexpired period for which payment has been received, if any.

11. HIPAA COMPLIANCE

- 11.1 Provider and CenCal Health shall make any and all efforts and take any and all actions necessary to comply with HIPAA statutory and regulatory requirements (“HIPAA requirements”), whether existing now or in the future within a reasonable time prior to the effective date of such requirements, but not later than the time permitted by the applicable HIPAA requirement after date of finalization.

Provider shall comply with HIPAA requirements as currently established in the Provider Manual. Provider shall also take actions and develop capabilities as required to support CenCal Health compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standard formats.

If Provider and CenCal Health are covered entities, they may disclose PHI to conduct essential health care functions for treatment, payment, and health care operations, as those terms are defined in HIPAA, in accordance with 45 CFR §§ 164.502(a) and 164.506. Disclosures of information subject to special protections under State or federal law will be disclosed only as permitted by such laws.

- 11.2 If Provider is not a covered entity, Provider agrees to enter into a Business Associate Agreement contemporaneous to entering into this Agreement with CenCal Health and to abide by the terms of such Business Associate Agreement.

12. AMENDMENT

CenCal Health may amend this Agreement by providing written Notice to Provider. The amendment shall become effective on the date stated in the Notice, which date shall either be subject to Section 5.2 of this Agreement, or, unless excepted, be at least thirty (30) Days after

Notice is given to Provider, unless Provider objects in writing within thirty (30) Days of receipt of said Notice of amendment. In that event, Provider shall be deemed to have elected to terminate this Agreement as of the date of the written objection. Notwithstanding the foregoing, amendments required due to legislative, regulatory, or other legal authority do not require prior approval of Provider and shall be deemed effective immediately upon Provider's receipt of Notice. Notwithstanding anything to the contrary herein, any contract amendments shall be subject to any approval required by DHCS.

13. **AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement: (i) in the names, titles and capacities herein stated; (ii) on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s); and (iii) without the need for approval or agreement by any other person or entity. Each party further represents and warrants that it has complied with all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement.

14. **MISCELLANEOUS**

- 14.1 Independent Contractor. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, the employee, or the representative of the other.
- 14.2 Future Requirements. CenCal Health shall inform Provider of any prospective requirements added by DHCS to the State Contract before the requirement would be effective, to the extent possible, and Provider shall comply with the new requirements within thirty (30) Days of the effective date, unless otherwise instructed by DHCS.
- 14.3 Approval by DHCS. This Agreement and any amendments hereto shall be effective upon approval of DHCS. Both parties shall notify DHCS of any amendments to or termination of this Agreement.
- 14.4 Omissions. In the event that either party hereto discovers any material omission in the provisions of this Agreement which such party believes is essential to the successful performance of this Agreement, said party may so inform the other party in writing, and the parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Agreement.
- 14.5 Waiver. No delay or failure by either party hereto to exercise any right or power accruing upon non-compliance or default by the other party with respect to any of the terms of this Agreement shall impair such right or power or be construed to be a waiver thereof. A

waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

- 14.6 Severability. If any one or more of the provisions of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 14.7 Interpretation of Agreement. This Agreement shall be interpreted according to its fair intent and not for or against any one party on the basis of which party drafted the Agreement. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 14.8 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) Days after mailing if mailed by registered or certified mail, or two (2) Days after delivery to a nationally recognized overnight courier, to the person and address noted below or to such other person or address as a party may designate in writing from time to time. Addresses for Notice shall be changed in the manner provided for in this Section 14.8.

If served on CenCal Health, it should be addressed to:
Director of Provider Services
4050 Calle Real
Santa Barbara, CA 93110.

If served on Provider, it shall be addressed to Provider at the address that appears on the Agreement, or to the most recent address on file with CenCal Health.

Provider shall provide notice of termination or amendment of this Agreement to DHCS, by United States Postal Service first class registered mail, postage prepaid at the following address:

Chief, COHS, GMC and Other Contracts Section
California Department of Health Care Services
Medi-Cal Managed Care Division
MS # 4408, POB 997413
Sacramento, CA 95899-7413

- 14.9 Billing and Procedure Codes. Any billing or procedure codes (“Codes”) referred to in this Agreement, any Exhibits, or attachments hereto, or in the Provider Manual are for the convenience of the parties only. The parties agree and understand that the Codes may change from time to time and shall not be considered material changes, and shall not require any amendment to this Agreement.

- 14.10 National Provider Identifiers. The parties agree and understand that all HIPAA covered entities will be required to use their National Provider Identifiers (“NPI”) in all standard healthcare transactions which includes paper as well as electronic transactions.
- 14.11 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of California. Any provision required by State or federal laws, or by regulatory agencies to be in this Agreement shall bind the parties whether or not provided in this Agreement. Any reference to any law, regulation, rule, program, or Plan promulgated by any governmental entity having authority over CenCal Health or the subject matter of this Agreement shall be deemed to refer equally to any amendment, modification, revision, or restatement thereof. All actions and proceedings arising in connection with this Agreement shall be tried and litigated in a court of competent jurisdiction located in Santa Barbara, California, or if required by law, the federal courts of the Central District of California. The parties agree to comply with the provisions of the California Government Claims Act (Government Code Section 900, *et seq.*) for any disputes arising under this Agreement.
- 14.12 Health Care Providers’ Bill of Rights. The parties agree and understand that, with respect to services provided for covered benefits under the Knox-Keene Act, Provider shall be entitled to all protections afforded under the Health Care Providers’ Bills of Rights, as defined in Health & Safety Code Section 1375.7.
- 14.13 Public Entity Status. It is understood and acknowledged by Provider that CenCal Health is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act.

15. ENTIRE AGREEMENT

This Agreement in its entirety is comprised of the Agreement, any and/or all of Exhibits and their attachments as may be applicable to Provider, and the Provider Manuals. If the parties negotiate any special contract arrangements, such arrangements shall be set forth in an exhibit to this Agreement and made a part hereof. This Agreement, as described in the preceding sentence, contains the entire agreement of the parties and as of the date of execution below supersedes any prior negotiations, proposals or understandings relating to the subject matter of this Agreement. It is agreed by the parties that this Agreement may **not** be modified, altered, or changed in any manner, except: (i) in accordance with Section 12 hereof; or (ii) in accordance with the provision of Section 5.2, by written instrument duly executed by both parties (unless excepted as permitted pursuant to the Act or as required pursuant to HIPAA). In addition, Provider may receive the Provider Information Form (“PIF”) to complete and return concurrently with this Agreement.

[Signature page to follow]

**PEOPLE'S SELF-HELP HOUSING
CORPORATION**

DocuSigned by:

Anna Miller

Signature...

Anna Miller

Print Name of Person Signing

COO

Title of Person Signing

12/14/2022

Date of Execution by Provider or Group

1942935317

Medi-Cal Provider Number/NPI Number

95-2750154

Tax Identification Number

CENCAL HEALTH

CenCal Health Officer

Date of Execution by CenCal Health

APPROVED AS TO FORM:

General Counsel

EXHIBIT D
ICD-10-CM SOCIAL DETERMINANTS OF HEALTH CODES

ICD-10-CM Codes Z55-Z65 – Persons with Potential Health Hazards Related to Socioeconomic and Psychosocial Circumstances. The ICD-10-CM SDOH codes provided in the table below are sourced from and further defined by the CDC, as it may be updated from time to time, which is hereby incorporated by reference.

Category	Code	Description
Problems related to education and literacy	Z55.0	Illiteracy and low-level literacy
	Z55.1	Schooling unavailable and unattainable
	Z55.2	Failed school examinations
	Z55.3	Underachievement in school
	Z55.4	Educational maladjustment and discord with teachers and classmates
	Z55.8	Other problems related to education and literacy
	Z55.9	Problems related to education and literacy, unspecified
Problems related to employment and unemployment	Z56.0	Unemployment, unspecified
	Z56.1	Change of job
	Z56.2	Threat of job loss
	Z56.3	Stressful work schedule
	Z56.4	Discord with boss and workmates
	Z56.5	Uncongenial work environment
	Z56.6	Other physical and mental strain related to work
	Z56.81	Sexual harassment on the job
	Z56.82	Military deployment status
	Z56.89	Other problems related to employment
Z56.9	Unspecified problems related to employment	
Occupational exposure to risk factors	Z57.0	Occupational exposure to noise
	Z57.1	Occupational exposure to radiation
	Z57.2	Occupational exposure to dust
	Z57.31	Occupational exposure to environmental tobacco smoke
	Z57.39	Occupational exposure to other air contaminants
	Z57.4	Occupational exposure to toxic agents in agriculture
	Z57.5	Occupational exposure to toxic agents in other industries
	Z57.6	Occupational exposure to extreme temperature
	Z57.7	Occupational exposure to vibration
	Z57.8	Occupational exposure to other risk factors
Z57.9	Occupational exposure to unspecified risk factor	
Problems related to housing and economic circumstances	Z59.0	Homelessness
	Z59.1	Inadequate housing (lack of heating/space, unsatisfactory surroundings)
	Z59.2	Discord with neighbors, lodgers, and landlords

Category	Code	Description
	Z59.3	Problems related to living in residential institution
	Z59.4	Lack of adequate food and safe drinking water
	Z59.5	Extreme poverty
	Z59.6	Low income
	Z59.7	Insufficient social insurance and welfare support
	Z59.8	Other problems related to housing and economic circumstances (foreclosure, isolated dwelling, problems with creditors)
	Z59.9	Problem related to housing and economic circumstances, unspecified
Problems related to social environment	Z60.0	Problems of adjustment to life transitions (life phase, retirement)
	Z60.2	Problems related to living alone
	Z60.3	Acculturation difficulty (migration, social transplantation)
	Z60.4	Social exclusion and rejection (physical appearance, illness, behavior)
	Z60.5	Target of (perceived) adverse discrimination and persecution
	Z60.8	Other problems related to social environment
	Z60.9	Problem related to social environment, unspecified
Problems related to upbringing	Z62.0	Inadequate parental supervision and control
	Z62.1	Parental overprotection
	Z62.21	Child in welfare custody (non-parental family member, foster care)
	Z62.22	Institutional upbringing (orphanage or group home)
	Z62.29	Other upbringing away from parents
	Z62.3	Hostility towards and scapegoating of child
	Z62.6	Inappropriate (excessive) parental pressure
	Z62.810	Personal history of physical and sexual abuse in childhood
	Z62.811	Personal history of psychological abuse in childhood
	Z62.812	Personal history of neglect in childhood
	Z62.813	Personal history of forced labor or sexual exploitation in childhood
	Z62.819	Personal history of unspecified abuse in childhood
	Z62.820	Parent-biological child conflict
	Z62.821	Parent-adopted child conflict
	Z62.822	Parent-foster child conflict
	Z62.890	Parent-child estrangement NEC
	Z62.891	Sibling rivalry
Z62.898	Other specified problems related to upbringing	
Z62.9	Problem related to upbringing, unspecified	
Other problems related to primary support group, including family circumstances	Z63.0	Problems in relationship with spouse or partner
	Z63.1	Problems in relationship with in-laws
	Z63.31	Absence of family member due to military deployment
	Z63.32	Other absence of family member
	Z63.4	Disappearance/death of family member (assumed death, bereavement)

Category	Code	Description
	Z63.5	Disruption of family by separation and divorce (marital estrangement)
	Z63.6	Dependent relative needing care at home
	Z63.71	Stress on family due to return of family from military deployment
	Z63.72	Alcoholism and drug addiction in family
	Z63.79	Other stressful events affecting family/household (ill/disturbed member)
	Z63.8	Other specified problems related to primary support group (discord or estrangement, inadequate support)
	Z63.9	Problem related to primary support group, unspecified
Problems related to psychosocial circumstances	Z64.0	Problems related to unwanted pregnancy
	Z64.1	Problems related to multiparity
	Z64.4	Discord with counselors
Problems related to other psychosocial circumstances	Z65.0	Conviction in civil and criminal proceedings without imprisonment
	Z65.1	Imprisonment and other incarceration
	Z65.2	Problems related to release from prison
	Z65.3	Problems related to other legal circumstances (arrest, custody, litigation)
	Z65.4	Victim of crime and terrorism
	Z65.5	Exposure to disaster, war, and other hostilities
	Z65.8	Other specified problems related to psychosocial circumstances (religious or spiritual problem)
Z65.9	Problem related to unspecified psychosocial circumstances	

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between Santa Barbara San Luis Obispo Regional Health Authority, dba CenCal Health (“Covered Entity”) and People’s Self-Help Housing Corporation (together with its affiliates “Business Associate”) effective as of January 1, 2023. Business Associate and Covered Entity may be referred to herein individually as a “Party” or collectively as the “Parties.”

Covered Entity and Business Associate have entered into, or are contemplating entering into substantially concurrent with this BAA, an agreement pursuant to which Business Associate will provide certain services to Covered Entity (the “Agreement”), which services may involve the disclosure to Business Associate by Covered Entity of Protected Health Information, as defined below. In connection with the performance of services under the Agreement, the parties wish to enter into this BAA to protect the confidentiality and security of any Protected Health Information and to ensure compliance with laws and regulations applicable to such protections.

1. DEFINITIONS

- 1.1 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, including its implementing regulations, as such may be amended from time to time.
- 1.2 “HITECH” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, including its implementing regulations, as such may be amended from time to time.
- 1.3 “Breach” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.
- 1.4 “Electronic Protected Health Information” (“ePHI”) shall mean PHI as defined in Section 1.5 that is transmitted or maintained in electronic media.
- 1.5 “PHI” shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to performance of the Services.
- 1.6 “Privacy Rule” shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

- 1.7 “Security Rule” shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.8 “Security Incident” shall have the meaning, as defined in 45 C.F.R. §164.304, of the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ,
- 1.9 “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided or by Business Associate to Covered Entity under the Agreement, or as described in any other writing executed by the parties and created in anticipation of the Agreement, including those Services set forth in this BAA that involve the use or disclosure of PHI, as any such documents may be amended by written agreement of the Parties from time to time.

Unless otherwise specified in this BAA, all capitalized terms used in this BAA, not otherwise defined in this BAA or otherwise in the Agreement, shall have the meanings established for purposes of HIPAA and/or HITECH, as each may be amended from time to time. Capitalized terms used in this BAA that are not otherwise defined in this BAA and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. Any and all references in this BAA to sections of HIPAA or HITECH, or the implementing regulations of either, shall be deemed to include all associated existing and future implementing regulations as such may be amended, in all cases when and as each is effective.

2. **RESPONSIBILITIES OF BUSINESS ASSOCIATE**

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this BAA, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise required by law;
- 2.2 implement and use appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of PHI other than as permitted or required by this BAA; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and (iii) comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316;
- 2.3 as required by the State of California, notify Covered Entity (a) immediately by telephone plus e-mail to Covered Entity’s Compliance and Privacy Officer at (805) 685-9525 and HIPAATeam@Cencalhealth.org, of any Breach reasonably believed to have resulted in the acquisition of PHI by an unauthorized person, and (b) within

- twenty-four (24) hours by e-mail or fax of any other suspected Breach or Security Incident of which it becomes aware;
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule, or any other Breach or Security Incident, Business Associate shall, without unreasonable delay, and in any event no later than seventy-two (72) hours after Discovery, provide Covered Entity with written notification thereof and information regarding the data elements involved, extent of the data involved, and identification of unauthorized persons reasonably believed to have improperly used or disclosed confidential data. Covered Entity has the responsibility for determining whether any such incident is a reportable breach under HIPAA. In the event of a Breach, Business Associate’s notification should include a list of Individuals impacted. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI or Personal Information as defined in HIPAA, Business Associate shall take:
- 2.4.1 Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- 2.4.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- Business Associate will reimburse Covered Entity for all reasonable out-of-pocket expenses incurred by Covered Entity in providing all legally required notifications to individuals, the U.S. Department of Health and Human Services (“HHS”), other governmental agencies, and/or the media;
- 2.5 require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to substantially the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides PHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the PHI and to timely notify the Business Associate of any Breach consistent with the requirements of this BAA;
- 2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary, when so requested, for purposes of determining Covered Entity’s compliance with the Privacy Rule;
- 2.7 document, and within thirty (30) days after receiving a written request from Covered Entity, make available to Covered Entity such information as is in Business Associate’s possession and is required for Covered Entity to make an accounting, in accordance with 45 C.F.R. § 164.528;

- 2.8 notwithstanding Section 2.7, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of disclosures of PHI made by Business Associate to the Covered Entity within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c);
- 2.9 provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set (as defined at 45 C.F.R. § 164.501) about an Individual, directly to Covered Entity in accordance with the requirements of 45 C.F.R. § 164.524;
- 2.10 notwithstanding Section 2.9, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, all in accordance with 42 U.S.C. § 17935(e);
- 2.11 to the extent that the PHI in Business Associate’s possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526;
- 2.12 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b);
- 2.13 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d);
- 2.14 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a);
- 2.15 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b); and
- 2.16 accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services;
- 3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this BAA unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the restriction or limitation;
- 3.3 shall be responsible for using administrative, physical, and technical safeguards at all times to maintain and ensure the confidentiality, privacy, and security of PHI transmitted to Business Associate pursuant to the Agreement, including this BAA, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate; and
- 3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity;
- 4.2 use and disclose to subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associates discloses PHI for those purposes provides written assurances in advance that:
 - 4.2.1 the information will be held confidentially and used or further disclosed only as Required by Law;
 - 4.2.2 the information will be used only for the purpose for which it was disclosed to the third party; and

- 4.2.3 the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in each case in accordance with Section 2.5 of this BAA;
- 4.3 provide Data Aggregation services relating to the Health Care Operations of Covered Entity in accordance with the Privacy Rule; and
- 4.4 use the PHI to create a Limited Data Set in compliance with 45 C.F.R. 164.514(e).

5. **ADDITIONAL REQUIREMENTS OF COVERED ENTITY AND BUSINESS ASSOCIATE AS REQUIRED BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”)**

Covered Entity and/or Business Associate, as applicable, shall:

- 5.1 comply with all monitoring provisions of Covered Entity’s contract with DHCS and any monitoring requests by the DHCS;
- 5.2 provide DHCS’ Contracting Officer with a list of external entities, including persons, organizations, and agencies, other than those within its treatment network and other than DHCS, to which it discloses lists of Medi-Cal Member names and addresses? This list must be provided within 30 calendar days of the execution of the state contract and annually thereafter;
- 5.3 not divulge the Medi-Cal status of the Covered Entity’s members without DHCS’ prior approval except for treatment, payment, and operations, or as required by law;
- 5.4 take any and all appropriate steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of DHCS at the end of the contract period. The steps shall include, at a minimum:
 - 5.4.1 complying with all of the data system security safeguards listed in the state contract;
 - 5.4.2 achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under the state contract;
 - 5.4.3 General Security Controls
 - 5.4.3.1 Confidentiality Statement. All persons that will be working with DHCS PHI must sign a confidentiality statement supplied by the Covered Entity. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable

Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI. The statement must be renewed annually.

- 5.4.3.2 Background check. Before a member of the Covered Entity’s workforce may access DHCS PHI, Covered Entity must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data.
- 5.4.3.3 Workstation/Laptop encryption. All workstations and laptops that process and/or store DHCS PHI must be encrypted with a DHCS approved solution or a solution using a vendor product specified on the California Strategic Sourced Initiative (CSSI) located at the following link:
www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The encryption solution must be full disc unless approved by the DHCS Information Security Office.
- 5.4.3.4 Only the minimum necessary amount of DHCS PHI may be downloaded to a laptop or hard drive when absolutely necessary for business purposes.
- 5.4.3.5 Removable media devices. All electronic files that contain DHCS PHI must be encrypted when stored on any removable media type device (e.g., USB thumb drives, floppies, CD/DVD) with a DHCS-approved solution or a solution using a vendor product specified on the CSSI.
- 5.4.3.6 Email security. All emails that include DHCS PHI must be sent in an encrypted method using a DHCS approved solution or a solution using a vendor product specified on the CSSI.
- 5.4.3.7 Antivirus software. All workstations, laptops and other systems that process and/or store DHCS PHI must have a commercial third-party anti-virus software solution with a minimum daily automatic update.
- 5.4.3.8 Patch Management. All workstations, laptops and other systems that process and/or store DHCS data must have security patches applied and up-to-date.
- 5.4.3.9 User IDs and Password Controls. All users must be issued a unique username for accessing DHCS PHI. Passwords are not to be shared. Must be at least eight characters. Must be a non-

dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard.

5.4.3.9.1 Upper case letters (A-Z)

5.4.3.9.2 Lower case letters (a-z)

5.4.3.9.3 Arabic numerals (0-9)

5.4.3.9.4 Non-alphanumeric characters (punctuation marks).

5.4.3.10 Data Destruction. All DHCS data must be destroyed using Department of Defense standard methods for data destruction when the DHCS data is no longer needed.

5.4.3.11 Remote Access. Any remote access to DHCS PHI must be executed over an encrypted method approved by DHCS or using a vendor product specified on the CSSI. All remote access must be limited to minimum necessary and least privilege principles.

5.4.4 System Security Controls

5.4.4.1 System Timeout. The system must provide an automatic timeout after no more than 20 minutes of inactivity.

5.4.4.2 Warning Banners. All systems containing DHCS PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

5.4.4.3 System Logging. The system must log success and failures of user authentication at all layers. The system must log all system administrator/developer access and changes if the system is processing and/or storing PHI. The system must log all user transactions at the database layer if processing and/or storing DHCS PHI.

5.4.4.4 Access Controls. The system must use role-based access controls for all user authentication, enforcing the principle of least privilege.

5.4.4.5 Transmission Encryption. All data transmissions must be encrypted end-to-end using a DHCS approved solution or a solution using a vendor product specified on the CSSI, when transmitting DHCS PHI.

5.4.4.6 Host-Based Intrusion Detection. All systems that are accessible via the Internet or store DHCS PHI must actively use a comprehensive third-party real-time host-based intrusion detection and prevention program.

5.4.5 Audit Controls

5.4.5.1 System Security Review. All systems processing and/or storing DHCS PHI must have at least an annual system security review. Reviews must include administrative and technical vulnerability scanning tools.

5.4.5.2 Log Reviews. All systems processing and/or storing DHCS PHI must have a routine procedure in place to review system logs for unauthorized access. Logs must be maintained for six years after the occurrence.

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

5.4.6 Business Continuity/Disaster Recovery Controls

5.4.6.1 Emergency Mode Operation Plan. Covered Entity must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI in the event of an emergency.

5.4.6.2 Data Backup Plan. Covered Entity must have established documented procedures to backup DHCS data to maintain retrievable exact copies of DHCS PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup tapes, and the amount of time to restore DHCS data should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5.4.7 Paper Document Controls

- 5.4.7.1 Supervision of Data. Covered Entity must have a policy that:
 - 5.4.7.1.1 DHCS PHI 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 is not being observed by an employee authorized to access the information.
 - 5.4.7.1.2 DHCS PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - 5.4.7.2 Escorting Visitors. Visitors to areas where DHCS PHI is contained shall be escorted and DHCS PHI shall be kept out of sight while visitors are in the area unless they are authorized to view the PHI.
 - 5.4.7.3 Confidential Destruction. DHCS PHI must be disposed of through confidential means, such as shredding and pulverizing.
 - 5.4.7.4 Removal of Data. DHCS PHI must not be removed from the premises of the Covered Entity except for routine business purposes or with the express written permission of DHCS.
 - 5.4.7.5 Faxing. Faxes containing DHCS PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
 - 5.4.7.6 Mailing. DHCS PHI shall only be mailed using secure methods. Large volume mailings of DHCS PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted.
- 5.5 ensure that any agents, including subcontractors but excluding providers of treatment services, to whom Covered Entity provides PHI received from or created or received by Covered Entity on behalf of DHCS, agree to the same restrictions and conditions that apply to Covered Entity with respect to such PHI; and to incorporate, when applicable, the relevant provisions of the state contract into each Subcontract or subaward to such agents or subcontractors;

- 5.6 produce a Notice of Privacy Practices (NPP) in accordance with standards and requirements of HIPAA, the HIPAA regulations, applicable State and Federal laws and regulations, and Section 2.A. of this Exhibit. Such NPP's must include the DHCS Privacy Officer contact information included in part H. above of the state contract as an alternative means for Medi-Cal beneficiaries to lodge privacy complaints. All NPP's created or modified after August 1, 2003, must be submitted to Covered Entity's DHCS contract manager for review; and
- 5.7 address the Assistance in Litigation or Administrative Proceedings requirement that the Covered Entity shall make itself and its employees, and use all due diligence to make any subcontractors or agents assisting Covered Entity in the performance of its obligations under the state contract, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Covered Entity or its subcontractor, employee or agent is a named adverse party.

6. INDEMNIFICATION

Business Associate shall indemnify, defend and hold harmless Covered Entity from and against any claims, actions, liabilities, losses or damages, including expenses such as reasonable attorneys' fees and other costs of litigation or dispute resolution in connection with any Breach, as defined above, caused by Business Associate's failure to carry out its responsibilities under Section 2 and Section 5 of this BAA, except to the extent that any such Breach may have been caused by the failure of Covered Entity to meet its obligations under this BAA, the Agreement or under the provisions of HIPAA and HITECH.

7. TERMINATION AND COOPERATION

- 7.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this BAA then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following:
- 7.1.1 if feasible, terminate the Agreement, including this BAA; or
 - 7.1.2 if termination of the Agreement is infeasible, report the issue to HHS.
- 7.2 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall

return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing and may retain the PHI subject to this Section 6.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

- 7.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

8. MISCELLANEOUS

- 8.1 Contradictory Terms; Construction of Terms. Any other provision of the Agreement that is directly contradictory to one or more terms of this BAA ("Contradictory Term") shall be superseded by the terms of this BAA to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's and Business Associate's compliance with HIPAA and HITECH, and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this BAA. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and HITECH.
- 8.2 Survival. Sections 2.2, 2.3, 2.4, 2.6, 2.7 and 7.2 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 8.3 No Third-Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 8.4 Independent Contractor. Business Associate and Covered Entity are and shall remain independent contractors throughout the term. Nothing in this BAA or otherwise in the Agreement shall be construed to constitute Business Associate and Covered Entity as partners, joint venturers, agents, or anything other than independent contractors.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such Party will promptly execute and deliver to the other Party a manually signed original if requested by the other Party.

[Signature page to follow]

**CENCAL HEALTH
CORPORATION**

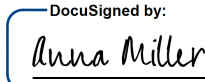
By: _____

Name: _____

Title: _____

Date: _____

PEOPLE'S SELF-HELP HOUSING

By:  _____
9626AB7A4713402...

Name: Anna Miller _____

Title: COO _____

Date: 12/14/2022 _____

EXHIBIT H
COMMUNITY SUPPORTS – HOUSING TENANCY AND SUSTAINING SERVICES

1. DEFINITIONS

1.1 “At Risk of Homelessness” as defined in 24 CFR, Section 91.5 and modified by the Standard Terms and Conditions of the CalAIM Section 1115(a) Demonstration, means:

1.1.1 An individual or family who:

1.1.2 Has an annual income below thirty (30) percent (30%) of median family income for the area, as determined by the Department of Housing and Urban Development (“HUD”);

1.1.3 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place that would cause them to be housed; and

1.1.4 Meets one of the following conditions:

1.1.4.1 Has moved because of economic reasons two (2) or more times during the sixty (60) days immediately preceding the application for homelessness prevention assistance;

1.1.4.2 Is living in the home of another because of economic hardship;

1.1.4.3 Has been notified in writing that their right to occupy their current housing or living situation will be terminated within thirty (30) days after the date of application for assistance;

1.1.4.4 Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

1.1.4.5 Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two (2) persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

1.1.4.6 Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or

institution), if they were homeless immediately prior to entering that institutional stay, regardless of the length of the institutionalization; or

1.1.4.7 Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Participant’s approved consolidated plan; or

1.1.5 A child or youth who does not qualify as “homeless” pursuant to the definition in 24 CFR, Section 91.5 but qualifies under various federal statutes described at 24 CFR, Section 91.5, subdivisions (2) and (3).

1.2 “Homeless” as defined in 24 CFR, Section 91.5 and modified by the Standard Terms and Conditions of the CalAIM Section 1115(a) Demonstration, means:

1.2.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence;

1.2.2 An individual or family with a primary residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

1.2.3 An individual or family living in a supervised public or privately operated shelter designated to provide temporary living arrangements;

1.2.4 An individual exiting an institution to homelessness (if exiting an institution, individuals are considered homeless if they resided in an emergency shelter or place not meant for human habitation immediately prior to entering that institutional stay, regardless of the length of the institutionalization);

1.2.5 An individual or family who will imminently lose their primary nighttime residence in next thirty (30) days, provided that (i) no subsequent residence has been identified, and (ii) the individual or family lacks the resources or support networks, to obtain other permanent housing;

1.2.6 Unaccompanied youth and homeless families and children and youth who do not qualify as “homeless” under 24 CFR, Section 91.5, but who are defined as homeless under other federal statutes described in the definition of “homeless” at 24 CFR, Section 91.5, subsection (3); or

1.2.7 Victims fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either

taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and (i) has no other residence or (ii) lacks the resources to obtain other permanent housing.

- 1.3 “Housing Tenancy and Sustaining Services” or “HTSS” is a Community Supports (“CS”) service that provides tenancy and sustaining services, with a goal of maintaining safe and stable tenancy once housing is secured.
- 1.4 “Housing Tenancy and Sustaining Services Provider” or “HTSS Provider” is a CS Provider qualified to provide HTSS to Members.
- 1.5 “Housing Transition Navigation Services” or “HTNS” is a CS service aimed to assist Members experiencing homelessness, or Members that are At Risk of Homelessness, where housing transition navigation services act as a quick and effective pathway to permanent housing through a low-barrier approach.
- 1.6 “Individualized Housing Support Plan” addresses identified barriers, includes short- and long-term measurable goals for each issue, establishes the Member’s approach to meeting the goal, and identifies when other providers or services, both reimbursed and not reimbursed by Medi-Cal, may be required to meet the goal. The Individualized Housing Support Plan is developed as part of the delivery of HTNS, using the HTNS housing assessment.

2. **GENERAL HTSS PROVIDER REQUIREMENTS**

- 2.1 Allowable CS Providers of HTSS. Qualified CS Providers of HTSS include, but are not limited to:
 - 2.1.1 Vocational services agencies;
 - 2.1.2 Providers of services for individuals experiencing homelessness;
 - 2.1.3 Life skills training and education providers;
 - 2.1.4 County agencies;
 - 2.1.5 Public hospital systems;
 - 2.1.6 Mental health or SUD treatment providers, including county behavioral health agencies;
 - 2.1.7 Social services agencies;
 - 2.1.8 Supportive housing providers; and

- 2.1.9 Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs).
- 2.2 HTSS Provider Qualifications. All HTSS Providers, regardless of enrollment as a Medi-Cal Provider, shall have the following experience and qualifications:
 - 2.2.1 HTSS Provider shall have experience and expertise providing HTSS to individuals such as those identified in Section 3 below; and
 - 2.2.2 HTSS Provider shall have the capacity to provide the HTSS in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by CenCal Health.
- 2.3 HTSS Delivery Requirements.
 - 2.3.1 HTSS Provider shall deliver contracted HTSS in accordance with DHCS service definitions and in compliance with the Applicable Requirements set forth in this Agreement.
 - 2.3.2 HTSS Provider shall comply with cultural competency and linguistic requirements required by the Applicable Requirements set forth in this Agreement.
 - 2.3.3 HTSS Provider shall comply with non-discrimination requirements set forth in this Agreement.
- 2.4 Training. HTSS Providers shall participate in all mandatory, HTSS Provider-focused training and technical assistance provided by CenCal Health, including in-person sessions, webinars, and/or calls as necessary.

3. **MEMBER ELIGIBILITY**

- 3.1 HTSS Eligibility Criteria. Member participation in HTSS requires the Member to meet the following criteria defined, required, and updated from time to time by DHCS (such updates are hereby incorporated by reference):
 - 3.1.1 Member received HTNS; or
 - 3.1.2 Member is prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System (“CES”) or similar system designed to use information to identify highly vulnerable individuals with disabilities and/or one or more serious chronic conditions and/or Serious Mental Illness (“SMI”), institutionalization or requiring residential services because of a Substance Use Disorder (“SUD”) and/or is exiting incarceration; or

- 3.1.3 Member is Homeless and receives ECM, or has one or more serious chronic conditions and/or SMI and/or is at risk of institutionalization or requiring residential services as a result of a SUD. For this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, SUD treatment facility, recovery residences, Institutions for Mental Disease, and State Hospitals; or
- 3.1.4 Member is At Risk of Homelessness, and meets at least one of the following criteria:
 - 3.1.4.1 Has one or more serious chronic conditions;
 - 3.1.4.2 Has a SMI;
 - 3.1.4.3 Is at risk of institutionalization or overdose or is requiring residential services because of a substance use disorder or has a Serious Emotional Disturbance (“SED”) (children and adolescents);
 - 3.1.4.4 Is receiving ECM; or
 - 3.1.4.5 Is a Transition-Age Youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with SED and/or who have been victims of trafficking or domestic violence.

4. DELIVERY OF HOUSING TENANCY AND SUSTAINING SERVICES

- 4.1 Referrals for HTSS. Referrals for Members to receive HTSS from HTSS Provider may be made by various referral sources including, but not limited to, the following:
 - 4.1.1 Member, Member’s caregiver, or Member’s Authorized Representative;
 - 4.1.2 Member’s ECM Provider or Lead Care Manager;
 - 4.1.3 CenCal Health Internal Departments; and
 - 4.1.4 CS Providers, Primary Care Providers, Specialty Providers, Mental Health Providers, and Community Based Organizations (e.g., housing and homeless providers).

4.2 Authorization Requests.

4.2.1 HTSS Provider will be reimbursed only for HTSS that are authorized by CenCal Health. HTSS Provider shall verify a Member's eligibility with CenCal Health prior to rendering HTSS.

4.2.2 Member shall be authorized for HTSS by CenCal Health, in accordance with CenCal Health's pre-service review policy, prior to the commencement of services.

4.2.2.1 When Members are referred for HTSS to HTSS Provider, including when Members refer themselves, HTSS Provider will submit an authorization request to CenCal Health, along with any and all required documentation (inclusive of member consent), as appropriate and pursuant to CenCal Health's HTSS policy.

4.2.2.2 Upon receiving the required documentation from HTSS Provider, if Member meets the eligibility criteria in Section 3.1, and is not excluded from eligibility based on program limitations and restrictions as stated in Section 4.7 below, CenCal Health shall authorize HTSS for the Member.

4.2.2.3 Authorization determination and referral to HTSS Provider, as well as notification to Member and HTSS Provider about such determination and referral, shall be provided by CenCal Health, in accordance with Section 4.2.2.2 above as well as CenCal Health's pre-service review and HTSS policies.

4.2.2.4 Authorization shall be granted to eligible Members in a Medically Appropriate, equitable, and non-discriminatory manner.

4.2.3 HTSS Providers (i) shall confirm that Members consent to receiving HTSS prior to commencement of services and (ii) are responsible for utilizing member consent forms to ensure they have the appropriate documentation of Member consent before providing services.

4.2.4 For Members previously receiving HTSS from a different managed care plan, CenCal Health shall make all efforts necessary to obtain the Member's previous service history to avoid gaps in care.

4.3 Initiation of HTSS. Upon authorization of HTSS by CenCal Health, HTSS Provider shall:

- 4.3.1 Accept and act upon Member referrals from CenCal Health for authorized HTSS unless the HTSS Provider is at pre-determined capacity;
 - 4.3.2 Conduct outreach to the referred Member for authorized HTSS as soon as possible, including by making best efforts to conduct initial outreach within twenty-four (24) hours of assignment, if applicable;
 - 4.3.3 Be responsive to incoming calls or other outreach from Members, including by maintaining a phone line that is staffed or able to record voicemail twenty-four (24) hours a day, seven (7) days a week; and
 - 4.3.4 Coordinate with other providers in the Member’s care team, including ECM Providers, other CS Providers, and CenCal Health.
- 4.4 Duration and Continuation of HTSS.
- 4.4.1 HTSS are available for a duration of time consistent with the Participant’s Individualized Housing Support Plan, in accordance with CenCal Health’s HTSS policy, and subject to the parameters provided in this Section 4 (including, but not limited to, Sections 4.2 above as well as Sections 4.5 and 4.7 below).
 - 4.4.2 While an authorized HTSS duration may be as long as necessary (as stated in Section 4.4.1 above), CenCal Health will only authorize HTSS for periods of up to twelve (12) months at a time.
 - 4.4.2.1 If the duration of the Individualized Housing Support Plan requires the provision of HTSS beyond the initial 12-month period, the HTSS Provider shall submit a request to continue providing HTSS to the Participant, along with any and all required documentation, as appropriate and pursuant to CenCal Health’s HTSS policy, to CenCal Health prior to the conclusion of the 12-month period.
 - 4.4.2.2 The HTSS Provider shall repeat the process in Section 4.4.2.1 above, prior to the conclusion of each authorized 12-month period, to request to continue providing HTSS to the Participant for as long as the Participant’s Individualized Housing Support Plan requires.
 - 4.4.2.3 With each continuation request, the HTSS Provider and CenCal Health shall assess the Participant’s progress and address the Participant’s ongoing needs in light of the Participant’s Individualized Housing Support Plan and in accordance with CenCal Health’s HTSS policy.

- 4.4.3 As a rule, Participants are authorized to receive HTSS for one uninterrupted duration (with any number of continuations, consistent with their Individualized Housing Support Plan) in their lifetime; however, an exception may be made under specific circumstances to allow them to receive HTSS, following a discontinuation for any amount of time, for one (1) additional duration. To obtain this additional approval, at the end of the authorized period for the initial HTSS, HTSS Provider shall:
 - 4.4.3.1 Submit a new authorization, following the process outlined in Section 4.2 above; and
 - 4.4.3.2 Provide documentation showing what conditions have changed to demonstrate why HTSS would be more successful on the second attempt.
- 4.5 Discontinuation of HTSS.
 - 4.5.1 HTSS will be discontinued for Participants who no longer qualify for, no longer require, or no longer want to receive HTSS, which may result from, but are not limited to, any of the following circumstances:
 - 4.5.1.1 Participant no longer meets program eligibility criteria and/or program limitation has been met without approval for continuation of services, following the process outlined in Section 4.4 above; or
 - 4.5.1.2 Participant’s Medi-Cal eligibility is terminated; or
 - 4.5.1.3 Participant requests to discontinue services; or
 - 4.5.1.4 Participant is unable to be reached by HTSS Provider.
 - 4.5.2 If HTSS Provider identifies or is notified by CenCal Health or the Participant that discontinuation is appropriate, HTSS Provider shall notify CenCal Health to make the discontinuation determination and provide CenCal Health with transition plan and reason for discontinuation of HTSS in accordance with CenCal Health’s HTSS policy.
 - 4.5.3 Upon determination that HTSS shall be discontinued or terminated, CenCal Health shall:
 - 4.5.3.1 Notify HTSS Provider of the discontinuation for a particular Participant by a stated discontinuation date; and
 - 4.5.3.2 Unless Participant chose to discontinue participation, provide Participant with a written Notice of Action

(“NOA”) stating that HTSS will be discontinued, providing an end date, and providing information about their right to appeal and the appeals process, in accordance with CenCal Health’s grievance and appeals policy.

- 4.5.4 If HTSS are discontinued for any reason, HTSS Provider shall support transition planning for the Member into other programs or services that meet their needs. HTSS Provider is encouraged to identify additional CS the Member may benefit from and send any additional request(s) for CS to CenCal Health for authorization.

- 4.6 Adoption of Best Practices. The HTSS provided should utilize best practices for Participants who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions including Housing First, Harm Reduction, Progressive Engagement, Motivational Interviewing, and Trauma-Informed Care.

- 4.7 Restrictions/Limitations. In addition to the parameters provided in this Section 4, HTSS Provider’s provision of HTSS to Participants is subject to the following restrictions and/or limitations:
 - 4.7.1 HTSS must be identified as reasonable and necessary in the Member’s Individualized Housing Support Plan and are available only when the Member is unable to successfully maintain longer-term housing without such assistance.

 - 4.7.2 HTSS do not include the provision of room and board or payment of rental costs.

 - 4.7.3 HTSS Provider shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM Standard Terms and Conditions and federal and DHCS guidance.

- 4.8 Data Sharing.
 - 4.8.1 CenCal Health will utilize its secure, online Provider Portal to share required data elements to support HTSS.

 - 4.8.2 Any additional data elements and any changes to common standards will be included only upon mutual consent between CenCal Health and HTSS Provider.

5. HOUSING TENANCY AND SUSTAINING SERVICES

- 5.1 HTSS Provider shall provide the following HTSS services, as applicable and necessary in accordance with each Participant’s individualized assessment of needs documented in the Participant’s Individualized Housing Support Plan, with a goal of maintaining safe and stable tenancy once housing is secured:
- 5.1.1 If the Participant does not have an Individualized Housing Support Plan because they are not receiving HTNS services, HTSS Provider shall, in accordance with the HTSS policy:
 - 5.1.1.1 Conduct a tenant screening and housing assessment that identifies the Participant’s preferences and barriers related to successful tenancy. The assessment may include collecting information on the Participant’s housing needs, potential housing transition barriers, and identification of housing retention barriers; and
 - 5.1.1.2 Develop an Individualized Housing Support Plan based upon the housing assessment that addresses identified barriers, includes short- and long-term measurable goals for each issue, establishes the Participant’s approach to meeting the goal, and identifies when other providers or services, both reimbursed and not reimbursed by Medi-Cal, may be required to meet the goal.
 - 5.1.2 Provide early identification and intervention for behaviors that may jeopardize housing, such as late rental payment, hoarding, substance use, and other lease violations.
 - 5.1.3 Educate and train on the role, rights, and responsibilities of the tenant and landlord.
 - 5.1.4 Coach on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy.
 - 5.1.5 Coordinate with the landlord and case management provider to address identified issues that could impact housing stability.
 - 5.1.6 Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action including developing a repayment plan or identifying funding in situations in which the Participant owes back rent or payment for damage to the unit.
 - 5.1.7 Advocate and link with community resources to prevent eviction when housing is or may potentially become jeopardized.

- 5.1.8 Assist with benefits advocacy, including assistance with obtaining identification and documentation for SSI eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skillset.
- 5.1.9 Assist with the annual housing recertification process.
- 5.1.10 Coordinate with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers.
- 5.1.11 Assist with lease compliance on a consistent basis, including ongoing support with activities related to household management.
- 5.1.12 Conduct health and safety visits, including unit habitability inspections. Does not include housing quality inspections.
- 5.1.13 Provide other prevention and early intervention services identified in the crisis plan that are activated when housing is jeopardized (e.g., assisting with reasonable accommodation requests that were not initially required upon move-in).
- 5.1.14 Provide independent living and life skills including assistance with and training on budgeting, including financial literacy and connection to community resources.
- 5.2 HTSS Provider shall provide HTSS services deemed appropriate and necessary in accordance with Participant's individualized assessment of needs documented in the Participant's Individualized Housing Support Plan.
- 5.3 Billable Services. Authorized HTSS shall be billed utilizing the procedure codes set forth in Exhibit H-2.

6. QUALITY AND OVERSIGHT

6.1 Reporting.

6.1.1 Encounter Reporting.

- 6.1.1.1 HTSS Provider shall submit encounter data pursuant to standards defined by CenCal Health policies, or as set forth in this Agreement or in the Provider Manual. HTSS Providers that do not have these capabilities will be allowed to submit invoices to CenCal Health for conversion to encounters for submission to DHCS.

6.1.1.2 HTSS Provider shall furnish CenCal Health, no less than monthly, with complete, accurate, reasonable, and timely encounter data in a manner which enables CenCal Health to meet its administrative functions and encounter data reporting requirements to DHCS.

6.1.1.3 HTSS Provider shall also cooperate with CenCal Health’s mechanisms, including edits and reporting systems to ensure encounter data is complete and accurate prior to submission to DHCS.

6.1.2 Services Reporting.

6.1.2.1 HTSS Provider shall provide ongoing oversight of the structures, processes, and outcomes of its operations.

6.1.2.2 On a quarterly basis, HTSS Provider shall submit data to CenCal Health to support HTSS program management, including but not limited to each Participant’s Individualized Housing Support Plan, including goals and progress (the “HTSS Quarterly Service Report”).

6.1.2.3 This reporting shall be provided in accordance with CenCal Health’s HTSS policy.

6.1.3 Other Reporting.

6.1.3.1 HTSS Provider shall also supply CenCal Health, upon request, with other periodic reports and information pertaining to: (i) HTSS provided to Participants by HTSS Provider or HTSS Provider’s Subcontractors; (ii) HTSS Provider’s financial resources, on such forms and within such times as requested by CenCal Health, to enable CenCal Health to meet federal and State legal and contractual reporting requirements; (iii) complete, accurate, reasonable, and timely HTSS Provider data in order for CenCal Health to meet its HTSS Provider data reporting requirements to DHCS; and (iv) any other reports which may be required by CenCal Health upon request and in a format agreeable to the parties.

6.1.3.2 HTSS Provider shall respond to all CenCal Health requests for information and documentation to permit ongoing monitoring.

6.2 Monitoring and Oversight.

6.2.1 CenCal Health shall monitor the provision of all HTSS and shall review HTSS Provider reports listed in Section 6.1 above.

6.2.2 Upon review of HTSS Provider's encounter reports, if CenCal Health determines that HTSS Provider is reporting less than all encounters in the required format and timelines, CenCal Health will work with HTSS Provider to meet this requirement.

6.2.3 CenCal Health will review HTSS Provider reports (including, but not limited to, the HTSS Quarterly Service Report) to ensure that HTSS are provided in an equitable and non-discriminatory manner.

6.2.3.1 Escalation will occur if either quarterly monitoring, review of HTSS Provider reports, or CenCal Health's established grievance process identifies a concern regarding inequity or discrimination in service approval.

6.2.3.2 Where CenCal Health identifies a concern regarding inequity or discrimination in approval of HTSS, CenCal Health shall conduct a review and make a determination about appropriate next steps, in accordance with CenCal Health's HTSS policy. Based on the determination, CenCal Health will develop a corrective action plan to address the findings of inequity and/or discrimination, as appropriate.

6.3 HTSS Provider shall participate in a joint operation committees, boards, and coalitions as requested and relevant to the administration of HTSS.

7. **COMPENSATION**

7.1 Payment for HTSS.

7.1.1 CenCal Health shall pay contracted HTSS Providers for the provision of HTSS in accordance with Exhibit H-1 Community Supports – Housing Tenancy and Sustaining Services Compensation Schedule.

7.1.2 CenCal Health will provide expedited payments for urgent CS as applicable and appropriate to ensure the Participant’s condition would not be exacerbated without said service, pursuant to its Medi-Cal Agreement with DHCS and any other related DHCS guidance.

**EXHIBIT H-1
COMMUNITY SUPPORTS – HOUSING TENANCY AND SUSTAINING SERVICES
COMPENSATION SCHEDULE**

Notwithstanding rates established for any Covered Services other than HTSS as set forth in this Agreement, CenCal Health shall pay HTSS Provider for HTSS in accordance with the terms and conditions of this Agreement and the reimbursement terms set forth in this Exhibit H-1 and any applicable exhibits referenced hereto and incorporated herein.

1. COMPENSATION TERMS.

1.1. Payment Terms.

1.1.1. Claims Submission. HTSS Provider shall submit Claims (or invoices, as applicable) for HTSS provided to Participants in accordance with this Agreement.

1.1.2. Claims Reimbursement. For all Clean Claims (and invoices, as applicable) for HTSS provided to Participants and submitted in accordance with Section 1.1.1 above, CenCal Health shall reimburse HTSS Provider in accordance with the rates and subject to the limitations set forth in Section 1.2 below.

1.2. Limitations.

1.2.1. HTSS are described in Exhibit H, Section 5, of this Agreement. Payment for HTSS is referred to as the HTSS “Monthly Rate.” The DHCS-permissible codes and modifiers can be found in Exhibit H-2, however CenCal Health shall reimburse HTSS Provider the HTSS Monthly Rate only when the specified code (T2050) and modifier (U6) are submitted with the claim, as set forth in Table 1 of this Exhibit H-1. CenCal Health will not recognize or reimburse HTSS claims utilizing the T2051 code at this time.

1.2.2. The HTSS Monthly Rate is the total contracted, maximum amount to be reimbursed per Participant, per month for an authorization period of up to twelve (12) months for HTSS.

1.2.3. If HTSS Provider submits one (or more) claims using the HTSS code and modifier in a single month within the authorization period, HTSS Provider will be reimbursed for any and all HTSS for that month at the HTSS Monthly Rate. Submitting additional claims does not increase reimbursement beyond the HTSS Monthly Rate.

- 1.2.4. If HTSS Provider submits no HTSS code and modifier, as applicable, in a month within the authorization period, HTSS Provider will NOT receive reimbursement for that month.
- 1.2.5. Reimbursement for HTSS shall be subject to the further limitations set forth in this Agreement and shall be in accordance with the applicable payment provisions of this Agreement.

Table 1: Payment Rates for Housing Tenancy and Sustaining Services

Code	Description	Required Modifier	Monthly Rate
T2050	Financial management, self-directed; per diem	U6	\$444.00

Provider understands that while the description and claim submission guidance for the above HCPCS indicates use per diem, CenCal Health’s payment for HTSS is made once per month. Provider agrees to submit claims indicating all dates of service provided to Participants using this code and modifier per date of service rendered; however, the rate paid is monthly and in accordance with Section 1.2 of this Exhibit H-1.

**EXHIBIT H-2
COMMUNITY SUPPORTS – HOUSING TENANCY AND SUSTAINING SERVICES
PROCEDURE CODES**

The following Healthcare Common Procedure Coding System (“HCPCS”) codes must be used for HTSS. The HCPCS codes applicable for CS Services provided in the table below are sourced from and further defined in the DHCS ECM and CS Coding Options guide (March 2022), as it may be updated from time to time, which is hereby incorporated by reference.

The HCPCS code and modifier combined define the service as a CS. As an example, HCPCS code T2050 by itself does not define the service as a CS. HCPCS code T2050 must be reported with modifier U6 for the service to be defined and categorized as a CS.

HCPCS CODE	HCPCS DESCRIPTION	MODIFIER	MODIFIER DESCRIPTION
T2050	Financial management, self-directed; per diem	U6	Used by Managed Care with HCPCS Code T2050 to indicate CS HTSS
T2051	Support brokerage, self-directed; per diem	U6	Used by Managed Care with HCPCS Code T2051 to indicate CS HTSS

EXHIBIT H-3
COMMUNITY SUPPORTS – HOUSING TENANCY AND SUSTAINING SERVICES
ATTESTATION OF NON-SUPPLANTATION OF MEDI-CAL SERVICES

HD Provider hereby attests that Housing Tenancy and Sustaining Services provided to Participants under this Agreement do not supplant services received by a Medi-Cal beneficiary from other State, local, or federally funded programs and are in accordance with the CalAIM Standard Terms and Conditions and federal and DHCS requirements.

Date:
DocuSigned by:

12/14/2022

Anna Miller

Signature of Authorized Representative of
CS Provider Housing Tenancy and Sustaining Services