

**GRANT AGREEMENT
BETWEEN
CALOPTIMA AND
THE COUNTY OF ORANGE**

DRAFT

**GRANT AGREEMENT BETWEEN
CALOPTIMA AND
THE COUNTY OF ORANGE**

THIS GRANT AGREEMENT (Grant Agreement) is made and entered into as of January 1, 2021 by and between Orange County Health Authority, dba CalOptima, a public agency and the county organized health system for the County of Orange, California (CalOptima), and the County of Orange, through its division, the Orange County Health Care Agency, a political subdivision of the State of California (County). CalOptima and County are sometimes referred to herein individually as “Party” and collectively as the “Parties”.

RECITALS

- A. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008, as a result of the efforts of the Orange County health care community.
- B. CalOptima has entered into an Agreement with the State of California, Department of Health Care Services (DHCS Agreement), pursuant to which CalOptima is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (referred to herein as the “Medi-Cal Program”).
- C. California’s Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was approved by the Centers for Medicare and Medicaid Services on December 30, 2015 and included funding for a Whole Person Care (WPC) Pilot Program.
- D. The California Department of Health Care Services (DHCS) published a Request for Application (RFA) relating to the WPC Pilot Program on May 16, 2016. In response to the RFA, County acting as the Lead Entity in County of Orange submitted an application for the WPC Pilot Program. The RFA required the participation of a managed care plan. CalOptima, as a Managed Care Plan provider in County of Orange agreed to collaborate in the WPC Pilot Program as a partner and submitted a letter of participation that was included in County’s application for the WPC Pilot Program.
- E. County, as a Lead Entity, and DHCS entered into a five-year contract for the WPC Pilot Program, Contract No. 16-14184-OR-30 (DHCS/County Contract) which takes a patient-centered approach to coordinate physical, behavioral health, and social services with the overall goal to improve health and well-being of Medi-Cal members experiencing homelessness. The WPC Pilot Program connects the individuals to services in the community that may include, but are not limited to, recuperative care, 1:1 Personal Care Coordinator, Housing Navigation and Supportive Services, and mental health/substance use disorder treatment, as appropriate.
- F. WPC was set to expire December 31, 2020. DHCS and Center for Medicare & Medicaid Services (CMS) agreed to a one-year extension of the WPC Pilot, ending December 31, 2021.

Although the DHCS/County Contract extension of the WPC Pilot has not been finalized, its WPC Pilot continues to provide key WPC services, including Housing Navigation and Supportive Services. Based on estimated roll-over funds from 2020 WPC Pilot year, County anticipates a short-fall of \$1.1-\$1.5 million, all of which is still being finalized for Housing Navigation and Supportive Services. County asked CalOptima, as its WPC Collaborative Partner in the WPC Pilot Program, to help bridge the gap.

- G. CalOptima agreed to and shall reallocate \$###,### of Intergovernmental Transfer (IGT) 1, 3, 4 and 6 funds to pay County 50% of County's WPC Housing Navigation and Supportive Services costs, retroactive to January 1, 2021 through December 31, 2021, on a percentage of cost reimbursement basis for Housing Navigation and Supportive Services provided to qualifying CalOptima Medi-Cal members who are not enrolled in CalOptima's Health Homes Program.

NOW, THEREFORE, in recognition of the Recitals above, and the mutual covenants, benefits, and promises contained herein, the receipt of which the Parties hereby acknowledge, County and CalOptima do hereby agree as follows:

I. COUNTY OBLIGATIONS

1.1 **County Responsibilities.** County agrees to provide or arrange for the competent and effective provision of Housing Navigation and Supportive Services, as described in Attachment A, attached hereto and incorporated herein by this reference.

1.2 **Equal Opportunity.** County shall be, and state that it is, an equal opportunity employer, and shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided by DHCS, advising the labor union or workers' representative of County's commitments as an equal opportunity employer and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.3 **Non-Discrimination.** During the performance of this Grant Agreement, County shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, creed, color, national origin, ancestry, physical or mental disability (including Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), medical condition (including cancer), marital status, age (over 40), sexual orientation, or the use of family and medical care leave and pregnancy disability leave. County shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. County shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder, (Title 2, CCR, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. County shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

County shall not discriminate against members or eligible beneficiaries because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. For the purpose of this Contract, discriminations on the grounds of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56.

1.4 **Limitations on Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of County, its directors and employees were a substantial inducement for CalOptima to enter into this Grant Agreement. County shall be fully responsible to CalOptima for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Grant Agreement shall create any contractual relationship between any subcontractor and CalOptima. All persons engaged in the work will be considered employees of County. CalOptima will deal directly with and make all payments to County.

1.5 **Subcontracts.** County shall assure that all subcontracts are in writing and include any requirements of this Grant Agreement that are appropriate to the service or activity and assure that the Subcontract shall not terminate legal liability of County under this Grant Agreement.

1.6 **Excluded Providers.** County shall ensure that no subcontractor receiving funds provided under this Grant Agreement is or has been suspended or excluded from participation in Federal and/or State health care programs.

II. COMPENSATION

2.1 **County Compensation.** Compensation to County under this Grant Agreement will be the payments set forth in Attachment B, incorporated herein by this reference, which shall be payment in full.

2.2 **Payments.** County agrees to submit invoices, along with any supporting materials, to CalOptima in such format as CalOptima may direct. No payment under this Grant Agreement shall be made except pursuant to a properly formatted invoice accompanied by all applicable supporting materials.

III. WARRANTIES/COMPLIANCE WITH CALOPTIMA AND REGULATORY AGENCY RULES AND REGULATIONS

3.1 **County Certification, Accreditation and License Requirements.** County warrants and represents that County and its professional personnel currently have, and during the term of this Grant Agreement shall maintain, any necessary certification, permits, accreditation and licensure

required by the State of California, federal government including CMS, or any applicable local government or agency, for all services furnished under this Grant Agreement. Upon request, County shall provide copies of such information as acceptable to CalOptima.

3.2 **Compliance with Applicable Law.** In carrying out the Housing Navigation and Supportive Services, County shall comply with state and federal laws and regulations applicable to the Housing Navigation and Supportive Services and DHCS/County Contract and CalOptima policies to the extent applicable to this Grant Agreement.

IV. **RECORDS AND REPORTS**

4.1 **Maintain Complete Books and Records.** County shall keep such books and records as shall be necessary relating to the services performed under this Grant Agreement. All financial records shall be maintained in accordance with generally accepted accounting principles (“GAAP”). Records generated in the course of carrying out this Grant Agreement shall be maintained for five (5) years from the final date of the Grant Agreement period, or the date of the completion of any audits related to this Grant Agreement, whichever is later. County shall provide CalOptima or its designated agents, within ten (10) calendar days of a written request, information or copies of records necessary to verify and substantiate compliance with the terms of this Grant Agreement. County shall pay all duplication and postage costs associated with any Audits and/or reviews necessary to ensure compliance with this Grant Agreement or CalOptima’s regulatory requirements.

4.2 **Final Report and Audit.** Within sixty (60) calendar days after the end of this Grant Agreement, County shall provide CalOptima with a final report and attestation. This final report and attestation shall consist of the following: (i) a narrative summarizing the services provided by County during the term of this Grant Agreement and the outcomes thereof, and (ii) an attestation by the WPC Project Manager certifying that the report of expenditures is accurate and complete. County shall refund to CalOptima any amounts that are found to not have been utilized in accordance with the requirements of Attachment A.

V. **INSURANCE AND INDEMNIFICATION**

5.1 **County Comprehensive General Liability (“CGL”)/Automobile Liability.** County at its sole cost and expense shall maintain such policies of comprehensive general liability and automobile liability insurance and other insurance as shall be necessary to insure it and its business addresses, customers, employees, agents, and representatives against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the carrying out the project, b) the use of any property of the County, and c) Grant Activities performed in connection with this Grant Agreement, with minimum coverage of \$1,000,000 per incident/\$3,000,000 aggregate per year.

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

- (a) rated by Best’s with a rating of B or better; and

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

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

5.4 **Cancellation or Material Change.** The County shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Grant Agreement.

5.5 **Certificates of Insurance.** Except to the extent waived pursuant to Section 5.3, prior to execution of this Grant Agreement, County shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

5.6 **Indemnification.**

5.6.1 **General Indemnification.** County shall defend, indemnify and hold harmless CalOptima, its officers, directors, and employees from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) which are related to or arise out of the negligent or willful performance or non-performance by the County, of any functions, duties or obligations of County arising under this Grant Agreement. Neither termination of this Grant Agreement nor completion of the acts to be performed under this Grant Agreement shall release County from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

5.6.2 **Funding Indemnification.** Notwithstanding Section 5.6.1, the Parties acknowledge that the indemnification obligations in this section 5.6.2 apply to the subject matter addressed herein. County acknowledges that CalOptima is using Intergovernmental Transfer Funds to fund the amounts set forth in Attachment B (“IGT Funds”). County will without delay defend, hold harmless and indemnify CalOptima from and against any and all claims and liabilities that result from recapturing, recoument or repayment of the IGT Funds (including reasonable attorneys’ fees and reasonable expenses) and any amounts for fines, assessments, sanctions and/or civil penalties assessed or

imposed, due to a disallowance of the IGT Funds by DHCS and/or the Centers for Medicare and Medicaid Services (“CMS”). Such claims and liabilities include, without limitation, attorneys’ fees and reasonable expenses incurred to respond to informal or formal communications (e.g., subpoenas) from DHCS, CMS and/or other regulatory or law enforcement agencies. Acceptance by CalOptima of any insurance certificates and endorsements required under the Grant Agreement does not relieve County from liability under the indemnification obligation herein. This provision shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.7 **Notification of Claims.** CalOptima agrees to promptly notify County of any claims or demands which arise and for which indemnification hereunder is sought.

5.8 **Termination.** The terms of this Article V shall survive the termination of this Grant Agreement.

VI. TERM AND TERMINATION

6.1 **Term of Agreement.** This Grant Agreement will commence on January 1, 2021 and will remain in effect up to and including December 31, 2021, unless earlier terminated as permitted in this Grant Agreement.

6.2 **Termination.** If County fails to fulfill any of its duties and obligations under this Grant Agreement, including but not limited to: (i) committing acts of unlawful discrimination; (ii) engaging in prohibited marketing activities; and, (iii) committing fraud or abuse relating to any obligation, duty or responsibility under this Grant Agreement, CalOptima may terminate this Agreement for cause pursuant to this Article VI.

6.3 **Termination for Cause.** Notwithstanding and in addition to any other provisions of this Grant Agreement, CalOptima may terminate this Grant Agreement for cause effective upon thirty (30) calendar days’ written notice. Cause shall include, but shall not be limited to, the actions set forth in Section 6.2 of this Article. County may appeal CalOptima’s decision to terminate the Grant Agreement for cause by filing a complaint pursuant to CalOptima Policies. County shall exhaust this administrative remedy, including requesting a hearing if permitted under CalOptima Policies, for any and all County complaints, before commencing any civil action. CalOptima’s rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Grant Agreement.

6.4 **CalOptima's Right to Terminate Grant Agreement for Convenience.** Nothing herein will be construed as limiting the right of CalOptima to terminate this Grant Agreement for convenience without cause by giving County at least thirty (30) calendar days prior notice to the effective date of such termination.

6.5 **Automatic Termination.** This Grant Agreement shall terminate automatically upon termination of the DHCS/County Contract, or upon termination of the Medi-Cal 2020 Section 1115(a) Medicaid Waiver.

6.6 **Bankruptcy.** CalOptima or County may terminate this Grant Agreement with thirty (30) calendar days written notice to the other Party in the event a petition is filed in a court of record jurisdiction to declare either party bankrupt or for reorganization under the bankruptcy laws of the United States or any similar statute of a state of the United States, or if a trustee in bankruptcy or a receiver is appointed for such party, and such petition, trustee, or receiver, as the case may be, is not dismissed within one hundred and twenty (120) calendar days thereof.

6.7 **Recovery upon Termination.** In the event that this Grant Agreement is terminated pursuant to this section VI, County shall repay to CalOptima any amounts previously paid to County for services under this Grant Agreement that have not been provided as of the effective date of that termination. Such repayment shall be made within thirty (30) days of the effective date of the termination.

VII. GENERAL PROVISIONS

7.1 **Interpretation of Agreement Language.** CalOptima has the right to final interpretation of the Grant Agreement language when disputes arise. County has the right to appeal disputes concerning Grant Agreement language to CalOptima.

7.2 **Waiver.** The waiver by either Party of a breach or violation of any provision of this Grant Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

7.3 **Assignment.** Neither this Grant Agreement nor any of the duties delegated herein shall be assigned, delegated or transferred by County without the prior written consent of CalOptima. CalOptima may assign this Grant Agreement and its rights, interests and benefits hereunder to any entity which has at least majority control of CalOptima or to any entity whose financial solvency has been approved by County, which approval shall not be unreasonably withheld. If required, any assignment or delegation of this Grant Agreement shall be void unless prior written approval is obtained from the appropriate state and federal agencies.

7.4 **Independent Parties.** Grantee acknowledges that it is, at all times, acting as an independent contractor under this Grant Agreement and, except as specifically provided herein, not as an agent, employee, or partner of CalOptima. Grantee agrees to be solely responsible for all matters relating to compensation of its employees, including, but not limited to, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

7.5 **Integration of Entire Agreement.** This Grant Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Grant Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Grant Agreement, which are not expressly set forth in

this Grant Agreement are null and void and of no further force or effect. All Attachments to this Grant Agreement are considered part of this Grant Agreement and are hereby incorporated herein.

7.6 **Invalidity or Unenforceability.** The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other term or provision.

7.7 **Amendment.** CalOptima may amend this Grant Agreement immediately upon written notice to County, only to the extent necessary, in the event such amendment is required in order to maintain compliance with applicable state or federal laws. Other amendments to the Grant Agreement shall be effective only upon mutual, written agreement of the Parties.

7.8 **Independent Agreement.** Nothing in this Grant Agreement shall affect any other contractual relationships between the Parties, such as an agreement for the provision of medical services to CalOptima members. No monies paid under this Grant Agreement may be used for the provision of services that are payable under a different Grant Agreement between the Parties, or for any other purpose beyond the Housing Navigation and Supportive Services identified in Attachment A.

7.9 **No Waiver of Immunity or Privilege.** Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner, which does not constitute a waiver of immunity or privilege under applicable law.

7.10 **Omissions.** In the event that either Party hereto discovers any material omission in the provisions of this Grant Agreement which such Party believes is essential to the successful performance of this Grant 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 Grant Agreement.

7.11 **Choice of Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties hereto consent to the jurisdiction of the California Courts with venue in Orange County, California.

7.12 **Force Majeure.** Both Parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Grant Agreement as a result of a catastrophic occurrence or natural disaster, including, but not limited to, an act of war, but excluding labor disputes.

7.13 **Headings.** The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

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

7.14.1 By signing this Grant Agreement, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency;
- (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subsection 1(b) of this Section 7.14;
- (d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- (e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
- (f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

7.14.4 If County knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Grant Agreement for cause or default.

7.15 **Non-liability of Officials and Employees of CalOptima**. No official or employee of CalOptima shall be personally liable to County in the event of any default or breach by CalOptima,

or for any amount that may become due to County, or any obligation under the terms of this Grant Agreement.

7.16 **Time of Essence.** Time is of the essence in the performance of this Grant Agreement.

7.17 **Authority to Execute.** The persons executing this Grant Agreement on behalf of the Parties warrant that they are duly authorized to execute this Grant Agreement, and that by executing this Grant Agreement, the Parties are formally bound.

7.18 **Notices.** All notices shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom notice is given, or seventy-two (72) hours after mailing by United States mail first class, Certified Mail or Registered Mail, return-receipt-requested, postage-prepaid, addressed to the party to whom notice is to be given and such party's address as set forth below or such other address provided by notice.

To: CalOptima
Attention: Chief Operating Officer
505 City Parkway West
Orange, California 92868

To: County
Attention: Contract Services
405 West 5th Street
Suite 600
Santa Ana, CA 92701

[SIGNATURES FOLLOW ON NEXT PAGE]

VIII: SIGNATURES

IN WITNESS WHEREOF, CalOptima and County have executed this Grant Agreement, to be effective the date first written above:

FOR COUNTY:

FOR CALOPTIMA

Signature

Signature

Print Name

Richard Sanchez
Print Name

Title

Chief Executive Officer
Title

Date

Date

Approved as to Form:
County Counsel
County of Orange, California

By: _____

DocuSigned by:
Brittany McLean
9713A4061D4343D...
4/27/2021

Date: _____

ATTACHMENT A

WPC HOUSING NAVIGATION AND SUPPORTIVE SERVICES

I. WPC HOUSING NAVIGATION AND SUPPORTIVE SERVICES:

“Housing Navigation Services” means the process by which homeless individuals that have entered the Coordinated Entry System (CES), which is the County’s system that connects these individuals to the appropriate services and housing interventions in the community, are provided with ongoing engagement, document collection, and case management services in order to facilitate a match to an appropriate house resource. In the context of CES, outreach workers, case managers, and other providers that service the homeless, may provide housing navigation services. “Supportive Services” means services that may assist homeless participants in the transition from the streets or shelters into permanent or permanent supportive housing, and that assist persons with living successfully in housing. To the extent that services are not covered under the CalOptima Medi-Cal program, Housing Navigation and Supportive Services may include, but are not necessarily limited to the following:

- a. Aiding WPC clients with document and income readiness such as helping obtain identification card, social security card, social security/disability income applications, etc;
- b. Matching WPC clients with a voucher to appropriate housing resources or providing navigation services to those who do not have housing vouchers;
- c. Acting as a liaison in collaboration with and between WPC client and landlord;
- d. Transporting or arranging for transportation of WPC clients to potential housing placement opportunities;
- e. Assisting with the housing application process;
- f. Securing reasonable letters of support as needed;
- g. Ensuring that WPC client becomes a resident after housing placement;
- h. Arranging for utilities to be turned on;
- i. Educating WPC clients on housekeeping issues and “good neighbor” issues such as maintenance, community living, and independent living skills;
- j. Coaching WPC clients in order to have successful interactions when meeting with potential property managers, and to prepare them for placement; and
- k. Linking WPC clients to peer mentoring and other sustainability services for ongoing support in an effort to further ensure housing sustainability.

County warrants that Housing Navigation and Supportive Services provided hereunder shall be in compliance with all requirements of the DHCS/County Contract.

II. REFERRALS FOR HOUSING NAVIGATION AND SUPPORTIVE SERVICES:

The criteria for approval of Member referrals to Housing Navigation and Supportive Services Providers shall be according to WPC Program criteria for Housing Navigation and Supportive Services, which shall be determined by County prior to the effective date of this Grant Amendment. Housing Navigation and Supportive Services continue until it is determined that the individual no longer requires the services.

III. CRITERIA FOR REIMBURSEMENT:

In the event County refers and pays for the provision of Housing Navigation and Supportive Services for qualifying CalOptima Medi-Cal members who are not enrolled in CalOptima's Health Homes Program, County may seek reimbursement from CalOptima for such Housing Navigation and Supportive Services subject to the terms and conditions below and this Grant Agreement.

- a. County shall have agreements in place with Housing Navigation and Supportive Services providers.
- b. County shall pay the Housing Navigation and Supportive Services providers for services rendered. CalOptima shall not have liability to Housing Navigation and Supportive Services providers for any services.
- c. Funding for Housing Navigation and Supportive Services is limited to those funds remaining in the Housing Navigation and Supportive Services Fund, which consists of those funds allocated from Intergovernmental Transfer Funds for Housing Navigation and Supportive Services. No payments may be made under this Grant Agreement for Housing Navigation and Supportive Services other than from the Housing Navigation and Supportive Services Fund.

IV. LIMIT ON FUNDING AVAILABLE FOR REIMBURSEMENT:

CalOptima's funding shall be limited to the unspent CalOptima Intergovernmental Transfer ("IGT") dollars allocated for Housing Navigation and Supportive Services approved by the CalOptima Board of Directors. Reimbursement shall be available for Housing Navigation and Supportive Services for CalOptima Members who are not enrolled in CalOptima's Health Homes Program, regardless of whether the CalOptima member is assigned to CalOptima Direct, to a CalOptima Shared Risk Health Network, to a CalOptima HMO Health Network, or to a CalOptima Physician-Hospital Consortium. Regardless of the quantity or volume of Housing Navigation and Supportive Services provided by County, in no event will CalOptima's obligations exceed said remaining CalOptima IGT dollars specifically allocated for Housing Navigation and Supportive Services, payable at a rate of 50% of the Direct Housing Navigation and Supportive Services costs incurred by County per CalOptima Member receiving such services for the month invoiced. Qualifying for reimbursement for Housing Navigation and Supportive Services, however, does not make CalOptima responsible for services that are the financial responsibility of a Health Network.

ATTACHMENT B

PAYMENT FOR SERVICES

- I. HOUSING NAVIGATION AND SUPPORTIVE SERVICES FUND---For purposes of this Attachment B, “Housing Navigation and Supportive Services Fund” shall consist of those funds allocated from Intergovernmental Transfer Funds by the CalOptima Board of Directors for Housing Navigation and Supportive Services.
- II. REIMBURSEMENT—To the extent that adequate funds remain in the Housing Navigation and Supportive Services Fund, CalOptima shall reimburse County at the rate of 50% of the Direct Housing Navigation and Supportive Services costs incurred by County retroactive to January 1, 2021 through December 31, 2021, for Housing Navigation and Supportive Services provided to CalOptima Members who meet WPC Pilot Program criteria and who are not enrolled in CalOptima’s Health Homes Program, as reflected in supporting documentation attached to an invoice. County shall accept this rate as payment in full from CalOptima. If the funds in the Housing Navigation and Supportive Services Fund are exhausted, CalOptima shall have no further obligation to compensate County for Housing Navigation and Supportive Services.
- III. INVOICE SUBMISSION---Invoices for Housing Navigation and Supportive Services, along with all required supporting documentation, shall be submitted to CalOptima, in a format provided by CalOptima, to the following address:

CalOptima
Attn: Accounts Payable
505 City Parkway West
Orange, CA 92868
- IV. DIRECT HOUSING NAVIGATION AND SUPPORTIVE SERVICES COSTS---For purposes of this Grant Agreement, “Direct Housing Navigation and Supportive Services Costs” mean those amounts actually paid to a Housing Navigation and Supportive Services provider for Housing Navigation and Supportive Services provided to a homeless CalOptima Medi-Cal Member who, during the duration of such services, meets WPC Pilot Program criteria for such services and is not enrolled in CalOptima’s Health Homes Program.