

**SUBORDINATE CONTRACT MA-017-25010308**

**FOR**

**CORRECTIONS COHORT CARE COORDINATION SERVICES**

**BETWEEN**

**COUNTY OF ORANGE/ COUNTY EXECUTIVE OFFICE**

**AND**

**PROJECT KINSHIP**





**SUBORDINATE CONTRACT MA-017-25010308  
FOR  
CORRECTIONS COHORT CARE COORDINATION SERVICES  
WITH  
PROJECT KINSHIP**

THIS Subordinate Contract MA-017-25010308 for Corrections Cohort Care Coordination Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Project Kinship, with a place of business at 2215 N. Broadway, Suite 2, Santa Ana, CA 92706 ("Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, the County of Orange, County Procurement Office ("CPO") has issued Regional Cooperative Agreement RCA-017-2301033 ("RCA"), effective January 10, 2023 through January 9, 2028; and,

**WHEREAS**, County and Contractor desire to enter into Contract MA-017-25010383 for Corrections Cohort Care Coordination pursuant to the Scope of Work, Pricing, Terms and Conditions of the RCA; and,

**WHEREAS**, Contractor agrees to provide Corrections Cohort Care Coordination to the County in accordance with the Specifications, Pricing, Terms and Conditions of the RCA and as outlined in Attachment B – Scope of Work, incorporated herein by reference; and,

**WHEREAS**, County agrees to pay Contractor the fees as further set forth in the RCA and as outlined in Attachment B – Scope of Work; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor shall provide Corrections Cohort Care Coordination Services in accordance with the RCA.
2. **Term of Contract:** The initial term of this Contract shall become effective October 1, 2024 and shall continue for two year(s), unless otherwise terminated as provided herein. This Contract may be renewed as set forth in Article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional year. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide Corrections Cohort Care Coordination Services at the fixed rate set forth in the RCA and as outlined in Attachment B – Scope of Work.
5. **Not-To-Exceed Limit:** The total amount of this Subordinate Contract shall not exceed \$800,000.00 The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by the Parties.

6. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when expenditures reach 75 percent of the dollar limit on the Subordinate Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Subordinate Contract unless an amendment to cover those costs has been issued.
7. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County
8. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Project Kinship  
Attn: Contact/Project Manager  
2501 N. Broadway, Suite 2  
Santa Ana, CA 92601  
Phone: (714) 941-8009  
Email: [steven@projectkinship.org](mailto:steven@projectkinship.org)

County's Project Manager: County of Orange/ County Executive Office  
Attn: Karen Betances  
400 West Civic Center Drive  
Santa Ana CA 92701  
Phone: (714) 834-2184  
Email: [karen.betances@ocgov.com](mailto:karen.betances@ocgov.com)

cc: County of Orange/ County Executive Office  
Attn: Stephanie Smith-Pitts, County DPA  
400 W Civic Center Dr.  
Santa Ana, CA 92701  
Phone: 714-567-7305  
Email: [Stephanie.Smith-Pitts@ocgov.com](mailto:Stephanie.Smith-Pitts@ocgov.com)

9. Invoices and support documentation are to be forwarded to:

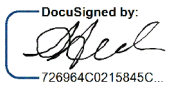
**INVOICING:** Contractor shall email invoice to: [CEOCareCoordination@ocgov.com](mailto:CEOCareCoordination@ocgov.com) with Contractor's name in the subject line for reference.

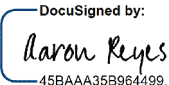
Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**Signature Page follows**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**PROJECT KINSHIP, A STATE OF CALIFORNIA CORPORATION**

DocuSigned by:  726964C0215845C...	Steven Kim	Executive Director	9/19/2024
Signature	Name	Title	Date

DocuSigned by:  45BAAA35B964499...	Aaron Reyes	Associate Executive Director	9/18/2024
Signature	Name	Title	Date

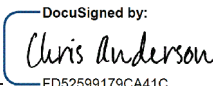
COUNTY OF ORANGE, A political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

Signature	Name	Title	Date
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**APPROVED AS TO FORM:**

County Counsel

By:   
FD52599179CA41C... Deputy  
Chris Anderson  
Name: \_\_\_\_\_  
Date: 9/19/2024  
\_\_\_\_\_

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A**

**REGIONAL COOPERATIVE AGREEMENT NO. RCA-017-23010033**

## **ATTACHMENT B**

### **SCOPE OF WORK**

#### **I. COMMON TERMS AND DEFINITIONS**

A. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Access Point means the point of entry into the Coordinated Entry System (CES) for households experiencing homelessness or at-risk of homelessness.
2. Admission means documentation, by Contractor, of completion of the entry and program enrollment into SOCDIS.
3. Administrator means the County is the Administrator
4. Care Plus Program (CPP) means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced Care Coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
5. Care Coordination means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources to achieve and maintain housing stability.
6. Care Team means a team comprised of staff from County of Orange (County) departments and community providers who provide the supportive services that clients need to address their greatest concerns and make progress on their Care Plan.
7. Care Plan means a plan developed by the Care Team to identify goals, coordinate services and provide support for an individual Client. The platform facilitates the care coordination of clients through direct communication within the platform.
8. Participant means an individual (age 18-years-old or older), referred by County or enrolled in Contractor's program for services under the Contract, who are justice involved as referred by the Administrator.
9. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program Participants. The CES covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.
10. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet



the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

11. Confirmed Linkages means Contractor staff have confirmed the Participant has connected to the referred service or provider, usually within 30 calendar days timeframe.
12. Corrections Cohort The cohort will focus on justice involved high-utilizers who are not homeless.
13. Data Collection System means software designed for collection, tracking, and reporting outcomes data for Participants enrolled in the Care Plus Program. . The primary data collection system utilized for the Care Plus Program is SOCDIS.
14. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including outreach within the jail system, care coordination within County agencies, emergency shelter and housing programs. Engagement of Participant(s) is the objective of a successful Outreach.
15. High Utilizer is a Participant who has been incarcerated four or more times within the last year (this number is an approximation and subject to change).
16. Housing Navigation means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.
17. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, including, but not limited, to behavioral health and/or SUD treatment services, government benefits, educational and employment services, obtaining identification, etc.
18. Intake means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets program criteria and is willing to seek services.
19. Outreach means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.
20. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.
21. Referral means the Contractor is making a warm handoff to another provider or services, as a best practice approach, and barriers to access are discussed.

22. Service Planning Areas (SPA) means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.
  23. System of Care Data Integration System (SOCDIS) means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team (MDT) that meets twice a month to coordinate care for high utilizers accessing County services/programs.
  24. U.S. Department of Housing and Urban Development (HUD) means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services
- B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract through an addendum.

## **II. SERVICES**

### **A. Scope of Services**

#### **1. Overview**

- a. The purpose of this Contract is for Contractor to provide Corrections Cohort Care Plus Program services in support of the County's implementation of OC CARES, specifically to reduce recidivism by focusing on justice involved high utilizers.

#### **2. Program Description Summary**

- a. The Program provides comprehensive regional Care Coordination services five days a week for standard business operating hours. The purpose is to engage and serve justice-involved high-utilizers individuals of the corrections systems, specifically those who have been incarcerated four or more times within the last year, and ensuring they receive reentry support services upon their transition to the community. Through the services, a provider will be able to engage and assess individuals that need and are eligible for comprehensive Care Coordination services as referred by the Administrator. Services through the Program are inclusive of comprehensive case management, connections to supportive services, and housing stabilization/navigation services to individuals with the goal of reducing recidivism.
- b. The Program will become an integral part of the Care Plus Program and function as a closed Corrections Cohort service provider access point throughout Orange County, to support Participants in accessing available and appropriate resources.
- c. The Program will incorporate evidenced-based approaches such as motivational interviewing, critical time intervention, trauma-informed care,

harm reduction and risk management, to address barriers within the criminal justice system. The program is to be implemented in a manner that increases equitable service access across the County.

- d. The Program must include the following services at minimum:
  - i. Targeted outreach and engagement to Participants of the Care Plus Program, working to build relationships that offer Care Coordination and support to access services and assistance programs, mainstream services, and other programs.
  - ii. Contractor will provide linkages post-custody programs via “warm-handoffs” to community care upon release with no lapse in the continuity of services.
  - iii. Intake and assessment to determine the history of participation in other public service assistance programs and collection of required demographic information from Participants. Program must be able to assess and re-evaluate the Participant’s assessed needs and make recommendations to appropriate supportive services that best meet the needs of the Participant.
  - iv. Case management services to Participants that promote Care Coordination, addressing all the needs of the Participants with a focus on providing support with wraparound services that meet the Participant’s needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined by the Care Plus Program.
  - v. Care Coordination:
    1. Joint case management between facility staff, supporting community-based organizations, and the Contractor.
  - vi. TCP (Transition Case Planning):
    1. Transition planning that connects individuals to resources pre/post reentry.
    2. Assistance in obtaining Identification (CA ID, SSN, BC, or necessary documentation.)
    3. Securing available Government Benefits (Medi-Cal, Cal Fresh, other applicable local/state/federal benefits).
  - vii. TCP should bridge in-custody and out-of-custody services and provide linkages to:
    1. Education services
    2. Housing services
    3. Employment services
    4. Legal Aid services
    5. Peer mentorship services
    6. Basic needs services

## viii. Educational, Employment and Vocational Supports:

1. Assistance with school and vocational program enrollment
2. Credit recovery services
3. Assistance with High School Equivalency (HSE) Tests
4. Assistance searching for employment
5. Interview preparation
6. Assistance with job placement

ix. Housing navigation services in person or teleconference to support the Participant in identifying available housing opportunities and resources including but not limited to, housing search, identifying units, and completing documentation/applications required for housing. These activities may include linkage to support for financial assistance such as rental subsidies, rental arrearages, interim housing, landlord mediation, landlord incentives, landlord outreach, and housing identification and search activities.

x. Function as a CES Access Point to support Participants in accessing CES through the completion of an assessment, the collection of required documentation to verify length of homelessness, homeless status and/or disabling condition. Program must actively participate in relevant CES meetings and participate in case conferencing.

xi. Case conference, coordinate and collaborate with the County Executive Office (CEO), Probation, Public Defender, Sheriff Department, Health Care Agency (HCA), and other community agencies for the additional components of the System of Care, Orange County CoC, and key stakeholders countywide to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

xii. System of Care Data Integration System (SOCDIS) and any other data systems as requested by the Administrator

## 3. Use of Funds

- a. Funds shall be used to provide contracted services and operations of the Program. Program and eligible costs have been informed by best practices frameworks focused on reducing recidivism.
- b. Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural Program staff to engage and guide underserved Participants throughout the re-entry process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
- c. Program shall also promote connections to supportive service providers, increased housing stability and increased access to benefits and employment

resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.

B. Target Population and Eligibility Requirements

1. The target population for the Program will be as defined by the criteria used by the SOCDIS platform to identify individuals who are high-utilizers of the justice system.
2. Individuals will be identified by the Orange County Sheriff's Department database and/or SOCDIS database.
3. Program will work collaboratively with the Care Plus Program for Participants to be strategically identified by the referring partner(s) to ensure efficiency in addressing and meeting the individual's needs.

C. Description of Services

1. Essential Requirements:
  - a. The Contractor shall offer core and flex delivery to ensure availability and accessibility for justice-involved individuals. The Program will operate Monday–Friday, 8 am to 5 pm.
  - b. Contractor shall operate the Program to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.
  - c. Contractor will make flex scheduling available as needed to accommodate Participant needs and/or County needs. This approach will augment opportunities to connect with outreach staff and maximize Participant engagement with supportive services. Staff will be recruited to scheduling and understand that the service will meet the needs of the Participant.
  - d. Contractor shall maintain a holiday schedule consistent with County's holiday schedule or submit a Contractor's holiday schedule for approval, in advance and in writing, by Administrator.
  - e. Contractor shall have a 24-hour contact available to program staff for emergency purposes and communication policies and procedures in place to notify Administrator as appropriate.
  - f. Contractor shall have a 24-hour contact available to County for emergency purposes and to coordinate response as appropriate.
  - g. Contractor shall ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to ensure that all Applicant information and personally identifiable information of all persons are kept private, confidential, secure, etc.
2. Administrative Management Tasks – Contractor shall:
  - a. Work in partnership with County to deliver the services as outlined in the program by being responsive to the needs of the individual eligible for services.

- b. Submit policies and procedures for the operations of the program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.
  - c. Track program costs and ensure eligibility for payment within the funding requirements.
  - d. Operate, maintain, coordinate and staff the resources of the program.
  - e. Coordinate with County agencies to provide appropriate supportive services to program Participants including but not limited to HCA, Social Services Agency (SSA), Public Defender, Probation, OC Sheriff, County Executive Office (CEO), and OC Community Resources (OCCR).
  - f. Coordinate with County agencies and community-based organizations on administrative functions such as the operations of meetings, as necessary and appropriate. This may incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19. This may also include in person meeting and/or in the field meetings.
  - g. Enter Program data into SOCDIS and/or comparable database(s).
3. Program Operations – Contractor is responsible for providing reentry program services to the Care Plus Program Corrections population.
4. Contractor shall conduct:
- a. Targeted Outreach and Engagement to justice involved individuals, working to build relationships that offer Care Coordination and support to access services and assistance programs, mainstream services, and other programs.
  - b. The Program must conduct activities geared at identified need, targeting resources, and/or connecting likely eligible individuals to Care Coordination services. Enhanced Care Coordination shall be aimed to expedite supportive service linkages quickly and efficiently by connecting individuals to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
  - c. Including screening and assessment activities.
    - i. Program shall provide targeted outreach and engagement shall focus on identifying justice involved individuals who are high-utilizers of the criminal justice system. One area of client engagement will occur within the jail during the incarceration period and begin the post-custody programs via “warm-handoff” linkages to community resources upon release with no lapse in the continuity of services. Program shall further provide coordination with local law enforcement and/or additional community stakeholders providing supportive service programs as well.
    - ii. Program must utilize various best practices and approaches, including the Credible Messenger program, which employs individuals with personal experience within the criminal justice system as mentors



- and role models. The Credible Messengers will conduct face-to-face interactions with individuals involved within the criminal justice system by collaborating with community organizations, local law enforcement agencies, and social services to create a supportive environment that encourages personal growth and successful reintegration.
- iii. Program must develop a mechanism to receive referrals, including but not limited to, the following entities: HCA, Social Services Agency (SSA), Public Defender, Probation, OC Sheriff, County Executive Office (CEO), OC Community Resources (OCCR) and the targeted multidisciplinary team. The Contractor will establish reasonable timelines for subsequent engagement with potential participants and subsequent assessment and screening.
  - iv. Program shall provide ample time to engage participants and repeatedly engage with participants who are hesitant or unsure about engaging in a justice involved Care Coordination system. Program should also ensure that outreach and engagement efforts are voluntary, participant centered, and trauma informed care focused.
- d. Intake and Assessment: Program must conduct an assessment to determine the history of participation in other public service assistance programs as well as collect and document all needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make appropriate recommendations and referrals to supportive services.
- i. Program must create a Care Plan, in partnership with the Participant, that considers and incorporates the goals of the Participant and focuses on reentry supportive services. The Care Plan must address specific needs, barriers, services and track process on established goals in order to successfully achieve self-sufficiency and reduce reincarceration.
  - ii. Participant's housing and/or service needs shall be continuously reassessed to address potential areas that may impact reentry services.
- e. Case Management: Program must provide Care Coordination to Participants and assist in navigating reentry services as they transition back to the community. Connections must include but not be limited to; Medi-Cal, CalFresh, healthcare, behavioral health services, substance use treatment, legal aid, etc. Care Coordination will be focused on furthering the progress towards the goals and objectives as outlined in the Care plan. The case management focus will be to assist the Participant in reentry services including and ensuring access to community-based services.

The following case management activities must be made available to

participants:

- i. Program must incorporate best practices, including regular check-ins and communication with Participants to ensure linkages to appropriate supportive services. On-going tracking of Participants' cases, including but not limited to, housing status, disability applications, enrollment of local/government benefits, and any case conferencing notes.
- ii. Case management must begin at entry to the Program and continue throughout enrollment until the Participant is successfully connected to applicable reentry services, such as, government assistance programs, short-term housing, educational and job placement services and connected to applicable services.
- iii. Case managers will meet with Participants at least weekly, in person, to review progress towards the client's goals and plans within the Care Plus Program. Case managers will support Participants in setting up appointments, providing transportation to appointments and attend appointments with the Participants, as well as aiding in completing needed paperwork to meet established goals related to accessing services provided by the Care Plus Program. Case managers will follow a "whatever-it-takes" approach to ensuring Participants receive assistance with obtaining necessary documents, paperwork completion and applications.
- iv. Program is required to build and have a network of resources that can provide referrals and linkages to Participants. Network of services must include the resources listed below. Referrals and linkages to services and programs that address the needs of individuals will be provided and facilitated on an ongoing basis. Program will also assist with any subsequent follow up from the appointment and/or access to supportive services thus reducing the likelihood for missed appointments and other recidivism, including but not limited to:
  - a. Physical Health Care
  - b. Mental Health Care
  - c. Substance Use Treatment
  - d. Mainstream Benefits (e.g., Medi-Cal, SNAP, TANF, CalFresh)
  - e. Federal benefits (SSI/SSDI)
  - f. Employment Services
  - g. Legal Services
  - h. Credit Counseling
  - i. Education
- v. Essential services provided must address the needs of specialized populations, including but not limited to transitional aged youth,



- victims of domestic violence, dating violence, sexual assault, or stalking, and veterans.
- vi. Based upon housing support required, the contractor will assist in working with the Participant with linkage to appropriate community support and resources to aid in improving their housing situation to prevent eviction and provide linkage to supportive services in the following areas: housing stability, developing independent living skills, and meeting their primary housing needs.
  - vii. Utilize a strength and needs-based list of services driven by Participants' needs.
    - a. In Custody Pre-release rapport building and re-entry planning.
    - b. Pre-release case conferences as needed.
    - c. 1:1 and family/caregiver intensive case management meetings to support individuals.
    - d. Post-release follow-up case conferencing and court appearances.
    - e. Weekly community integration, including Pro-Social activities focused on addressing needs or interests of the individuals that further promote positive transition into community.
    - f. On-call capabilities to support after hours and on Saturday and Sunday as needed.
  - f. Provide transportation assistance for Participants to access reentry services, emergency shelter, housing resources, community activities, events, and any other supportive services. The goal of providing transportation assistance is to ensure that Participants do not experience additional barriers or delays in accessing benefits, services and/or housing resources. Participants shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible as part of building self-sufficiency skills.
  - g. Maintain the ability to provide a continuum of transportation options, ranging from bus passes and taxi vouchers to providing a driver and vehicle for transporting.
  - h. Provide services to participants until Participant is successfully linked to and stabilized with primary community care agency after released.
  - i. Provide Care Coordination within the Corrections multi-disciplinary team: HCA, SSA, Public Defender, Probation, OC Sheriff, CEO, OC OCCR, and key stakeholders. Employ a multi-disciplinary approach to assist the Participant in accessing services and/or programs. This will support the coordination and monitoring of other needs and services for the Participant as well as measuring progress on the Care Plan.
  - j. Services will continue to be provided to the Participant while enrolled in another corrections service system program. The Participant may have several case managers at one point depending on the supportive services being accessed, as such the program is expected to work collaboratively with other stakeholders for the benefit of the Participant. The goal of the Program is to reduce recidivism by ensuring Care Coordination. The

program is to case conference and collaborate with other case managers providing services to the Participant.

- k. Services will be recorded in SOCDIS in accordance with the Care Plus Program. This includes timely within 72 hours of service delivery and appropriate data input in SOCDIS, including progress notes after each engagement and/or case management session with a Participant.
- l. For those Participants in the CPP, services/resources will be monitored within the SOCDIS. Those that qualify for CPP are high utilizers of County services and resources. It will be expected of the Contractor to gather consent, connect individuals expeditiously to the right service/resource at the right time and assist the individuals in navigating the system.

D. File Maintenance and Documentation

1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
2. Contractor shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, and 570.508 that are pertinent to the activities to be funded under this Contract.
3. Contractor shall maintain records providing a full description of each activity undertaken.
4. Contractor shall maintain financial records as required by 24 CFR 570.502, and OMB Circular A-87.
5. Contractor shall maintain other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits shall be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

### **III. REPORTS/OUTCOMES**

- A. Contractor shall maintain records and make statistical reports as required by Administrator.

## B. Fiscal

- a. Contractor shall submit monthly Expenditure and Revenue Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will report actual costs and revenues for Contractor 's program described in the Services Paragraph of this Exhibit A to the Contract. The reports will be received by Administrator no later than the twentieth (20th) day following the end of the month being reported. Contractor must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.
- b. Contractor shall submit monthly Year-End Projection Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will report anticipated year-end actual costs and revenues for Contractor's program described in the Services Paragraph of this Exhibit A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

## C. Performance Measures and Monitoring:

- a. Contractor shall track and provide regular updates/reports to the Administrator on the number of individuals connected with services/programs and the services and measurable outcomes, including those developed mutually by provider and the Administrator. Other monthly reports will be produced as determined by the County's project manager.
- b. Contractor shall provide contact monthly reports related to time spent with individuals, types of activities involved (pro-social, community referral, other services provided), and any achievements or concerns related to transition into the community.
- c. Contractor shall provide quarterly tracking data, including, but not limited to:
  - i. Number of individuals accepted or declined Care Plus program
  - ii. Individuals enrolled in the Corrections Cohort:
    - a. Virtual Care Coordination (VCC)
    - b. Intense Care Coordination (ICC)
      1. First Name, Last Name and other unique identifiers
      2. Date of Birth
      3. Demographics (gender, ethnicity, etc.)
      4. Authorization Form obtained
      5. Date individual enrolled within the Care Plus Program
  - iii. Number of individuals linked to in-custody and out-of-custody services:
    - a. Housing
    - b. Benefits and supportive services
    - c. Healthcare
    - d. Correctional Health
    - e. Behavioral health

- f. Probation
- g. Legal aid
- h. Education
- iv. Number of individuals linked to educational, employment and vocational supports:
  - a. Assistance with school and vocational program enrollment
  - b. Credit recovery services
  - c. Assistance with High School Equivalency (HSE) Tests
  - d. Assistance searching for employment
    - 1. Interview preparation
    - 2. Assistance with job placement
- v. Number of exits from either VCC or ICC:
  - a. Completed
  - b. Ending Care Plan
  - c. Exit with no contact

**D. Performance Metrics** – Contractor shall, during the term of the Contract, be required to achieve, track, and report Performance Outcome statistics in programmatic reports as identified below:

- a. Eighty five percent (85%) of Program Participants will have a defined Service Plan within thirty (30) days of enrollment.
  - b. Seventy percent (70%) of Program Participants will secure a confirmed linkages though their individualized Service Plan.
  - c. Seventy percent (70%) of Program Participants will be connected to supportive services, benefits, and/or resources.
  - d. Within six (6) months of enrollment, seventy percent (70%) of Program Participants will have a connection to income through public assistance, employment, or combination.
  - e. Sixty percent (60 %) of Program Participants will have a reduction in the amount of County jail bookings.
1. Administrator in coordination with Contractor will conduct on-site or virtual annual monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:
    - a. Review of Participant file documentation
    - b. Review of policies and procedures and consistent adherence to Program practices
    - c. SOCDIS and other data entry completion
    - d. Interviews with program staff
  2. Administrator shall monitor the performance of Contractor against the goals, outcomes, milestones, and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

3. Administrator shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.
- B. Staffing – Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.
  - C. Programmatic – Contractor may be required to submit monthly and quarterly reports to Administrator. These reports shall be on a form acceptable to, or provided by, Administrator. Administrator may request additional program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for Contractor to respond to request.
  - D. Additional Reports – Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.
  - E. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement, or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.
  - F. Contractor and Administrator may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A to the Contract.

#### **IV. STAFFING**

- A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
  1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
  2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting;
  4. Maintain appropriate staffing levels;
  5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
  6. Effectively communicate and monitor the program for its success;
  7. Maintain communication between the Contract key staff and Program Administrators; and,
  8. Act quickly to identify and solve problems.
- B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintained of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.
- C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.
- Corrections Cohort Coordination Services

<u>PROGRAM</u>	<u>FTEs</u>
Program Coordinator	1.00
Clinical Case Manager	1.00
Case Manager	1.00
 SUBTOTAL PROGRAM	 3.00
 <b>TOTAL FTEs</b>	 <b>3.00</b>

- D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.

## **V. BUDGET**

- A. County shall pay Contractor in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator



and Contractor.

1. Corrections Cohort Care Coordination Services

**Period One                      October 1, 2024, to June 30, 2025**

Indirect Costs: \$33,622

**Subtotal Admin Costs                      \$33,622**

Program Costs:

Salaries                      \$233,508

Benefits                      \$ 51,372

**Subtotal Program S&EB Costs                      \$284,880**

Services and Supplies                      \$ 36,717

Subcontractors                      \$ 7,286

Flexible Funds                      \$ 7,350

Subtotal of S&S                      \$ 51,355

**Subtotal Program Costs                      \$336,233**

**Total Costs                      \$369,855**

**Period Two                      July 1, 2025, to June 30, 2026**

Indirect Costs: \$39,104

Subtotal Admin Costs                      \$39,104

Program Costs:

Salaries                      \$279,149

Benefits                      \$ 64,204

**Subtotal Program S&EB Costs                      \$343,353**

Services and Supplies                      \$ 31,000

Subcontractors                      \$ 7,688

Flexible Funds                      \$ 9,000

Subtotal S&S                      \$ 47,688

**Subtotal Program Costs                      \$391,041**

**Total Costs                      \$430,145**

- B. Budget/Staffing Modifications – Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the

amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

- C. Financial Records – Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.
- D. Contractor and Administrator may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

## **VI. PAYMENTS**

- A. Administrator shall pay Contractor monthly in arrears. Period One, initial payment of ten percent (10%) of the Period One Not To Exceed Amount of \$369,855 to be paid at the beginning of Period 1. Subsequent provisional payments in the amount of ~ \$27,739.13 (1/12 of the remaining balance) will be paid monthly in arrears.
- B. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.
  - 1. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
  - 2. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
  - 3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to



- Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
- C. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
  - D. Contractor will have forty-five (45) days following the end of each Contract period to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement for any previous Contract periods.
  - E. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
  - F. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.
  - G. Administrator shall reconcile the provisional payment in the last three (3) months of the fiscal year by deducting no more than 50% of the provisional payment each month.
  - H. Administrator shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.
  - I. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.

**ATTACHMENT C****ATTACHMENT ENTER ATTACHMENT #  
BUSINESS ASSOCIATE  
AGREEMENT****A. GENERAL PROVISIONS AND RECITALS**

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (DHHS) ("the HIPAA regulations") (45 CFR Parts 160, 162 and 164) as they may exist now or be hereafter amended.

2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

**B. DEFINITIONS**

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect

September 2024