

SUBCONTRACT
For
Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

Project Name:	Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth	Subcontract Number:	CA21MAT554
Effective Date:	November 20, 2021	Expiration Date:	November 30, 2022

SELECT	“ORGANIZATION”	
	<input type="checkbox"/> Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833	<input checked="" type="checkbox"/> Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833

Subcontractor Name:	Mendocino County Behavioral Health and Recovery Services
Address	1120 South Dora Street Ukiah, CA 95482
Site Location (if applicable)	
DUNS #:	782063531
Tax ID:	94-6000520

1. Subcontractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input checked="" type="checkbox"/> Other: Government/Public

2. Enter all funding sources for the Subcontractor award.

Public Funding Source	CFDA#	Award #	Award Year	Jurisdiction	GS #	Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	280	\$99,594.00
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local		
Identification of type of federal subaward relationship according to 2 CFR 200.				<input checked="" type="checkbox"/> Subrecipient § 200.93	<input type="checkbox"/> Subcontractor § 200.23	
Private Funding Source		Award #	Award Year			Amount

3. “Subcontractor Price” is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

SUBCONTRACTOR PRICE	\$99,594.00
ADVANCE PAYMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$99,594.00

AGREEMENT TYPE	
<input type="checkbox"/> Standard Subcontract Agreement	<input checked="" type="checkbox"/> Non-Standard Subcontract Agreement <input checked="" type="checkbox"/> Modification of insurance requirements <input type="checkbox"/> Indemnification modifications

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.)
Attachment 1	Standard Terms and Conditions
Attachment 2	Scope of Services
Attachment 3	Budget
Attachment 4	Insurance Requirements
Attachment 5	Dispute Resolution
Attachment 6	Certification Regarding Debarment and Suspension
Attachment 7	Certificate for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Schedule of Federal Funds
Attachment 9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Personally Identifiable Information
Attachment 10 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Confidentiality
Attachment 11 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Additional Provisions
Attachment 12 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Terms and Conditions for Federal Awards
Attachment 13 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certification Regarding Lobbying
Attachment 14 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Disclosure of Lobbying Activities
Attachment 15 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Associate Agreement

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

SPECIAL PROVISION	Approved
Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring.	
The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles.	
Subcontract Agreement Section 2.03 <u>Invoice Instructions. Does not apply.</u>	
Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived.	

MEDICATION ASSISTED TREATMENT (MAT)
SOR 2 CORONAVIRUS TELEHEALTH
SUBCONTRACT AGREEMENT

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the “Agreement”) is made and entered into as of **November 20, 2021** (the “Effective Date”) by and between Sierra Health Foundation: Center for Health Program Management (“The Center”) and **Mendocino County Behavioral Health and Recovery Services**, a “Government” (“Subcontractor”).

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the “Funder”) entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the “Prime Contract”), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the “Project”) whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: <https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf>. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. Scope of Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the “Services”). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. Total Subcontract Price. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, “Compensation”), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **\$99,594.00** (“Total Subcontract Price”).
 - a. Advance payment. Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **\$99,594.00** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.

3. Term. The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the “Expiration Date”) or earlier termination in accordance with the terms of this Agreement (the “Term”).
4. Insurance. Without limiting Subcontractor’s duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the “Insurance”), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.
5. Attachments. The following attachments hereto are incorporated by reference into the Agreement (“Attachments”):

Attachment 1: Standard Terms and Conditions

Attachment 2: Scope of Services

Attachment 3: Budget

Attachment 4: Insurance Requirements

Attachment 5: Dispute Resolution Provisions

Attachment 6: Certification Regarding Debarment and Suspension

Attachment 7: Certification for Contracts, Grants, Loans, and Cooperative Agreements

Attachment 8: Schedule of Federal Funds

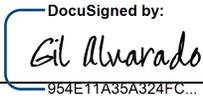
The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

- Attachment 9:** Personally Identifiable Information
- Attachment 10:** Confidentiality
- Attachment 11:** Additional Provisions
- Attachment 12:** Special Terms and Conditions for Federal Award
- Attachment 13:** Certification Regarding Lobbying
- Attachment 14:** Disclosure of Lobbying Activities
- Attachment 15:** Business Associate Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

THE CENTER

BY  _____
954E11A35A324FC...

Gil Alvarado
Sr. Vice President of Finance and Administration
Chief Financial Officer

SUBCONTRACTOR

 _____

Authorized Representative Signature

Dr. Jenine Miller BHRS Director

Print Name of Authorized Representative & Title

DATE: 1/27/2022

The Center Program Contact:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Senior Program Officer

1321 Garden Highway, Suite 210
Sacramento, CA 95833

DATE: 2/7/22

Subcontractor's Address:

Mendocino County Behavioral Health and
Recovery Services
Dr. Jenine Miller
Director Behavioral Health and Recovery
Services
1120 South Dora Street
Ukiah, CA 95482

Subcontractor's Contact Information:

(707) 472-2341
millerje@mendocinocounty.org

Secondary Contact Information:

Joy Beeler
Acting Staff Services Administrator
(707) 472-2388
beelerj@mendocinocounty.org

Subcontractor's Tax ID Number:

94-6000520

Contract Number:

CA21MAT554

DUNS Number

782063531

ATTACHMENT 1

Standard Terms and Conditions

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from

Subcontractor's failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01. Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10th) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Invoices must be emailed to centerinvoices@shfcenter.org with a cc: to at or mailed to:
The Center
Attn:
1321 Garden Highway
Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Default under Section 6.03; or
- (b) Disability or death of Subcontractor; or
- (c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1**, will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission (“e-mail”) that provides for proof of receipt, to the parties at the addresses appearing below the parties’ signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys’ Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor’s employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq.*

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

ATTACHMENT 2

Scope of Services

The purpose of this project is to develop of enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness. or with serious emotional disturbances.

Required	Task	Deliverable	Timeframe
✓ Required for all Subrecipients	Complete subrecipient grant program onboarding	Webinar attendance	December 2021
✓ Required for all Subrecipients	Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application.	1. Progress Report 2. Final Report	March 30, 2022 November 30, 2022
✓	<u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture.	· Equipment purchased · Equipment tagged · Equipment Disposition	Effective start date – November 30, 2022
Not Applicable	<u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget.	Verification of training completion by staff. Verification may include certificates of completion and receipts.	Effective start date – November 30, 2022
✓	<u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth.	Receipt for services	Effective start date – November 30, 2022

ATTACHMENT 3**Budget****MAT SOR 2 CVT**Applicant Organization: County of Mendocino, Behavioral Health and Recovery Services

Site Name:

SUD or MH Opportunity: SUD

Requested Budget**Telehealth Infrastructure**

1	Three (3) Computer Carts \$4781 each	\$14,343.00
2	Three (3) Mini PCs \$610 each	\$1,830.00
3	Fifteen (15) MS Office Software \$307 each	\$4,605.00
4	Three (3) Windows Enterprise \$350 each	\$1,050.00
5	Three (3) Monitors w/Built-in Cameras \$310	\$930.00
6	SUDT EHR User Fee (20% of 1 year)	\$20,000.00
7	Twelve (12) Electronic Signature Pads AVATAR compatible \$150 each	\$1,800.00
8	Four (4) Smart Boards \$4900 each	\$19,600.00
9	Five (5) Videoconferencing Accounts \$400 each	\$2,000.00
10	Twelve (12) Telepractice Training and Certification \$295 each	\$3,540.00
11	Four (4) wireless keyboards (for SMART boards) \$30	\$120.00
12	Four (4) wireless mice (for SMART boards) \$25	\$100.00
13	Twelve (12) Laptops with built-in cameras \$1,353	\$16,236.00
14	Fifteen (15) webcams (1 per staff, 4 for SMART boards) \$100 each	\$1,500.00
15	Twelve (12) Cell plans \$700	\$8,400.00
16	Twelve (12) Headsets (Wired) \$35 each	\$420.00
17	IT installation and tech support	\$2,000.00
18	Four (4) Smart Board Mounts \$280 each	\$1,120.00
19		
20		
Total Requested Budget		\$99,594.00

**THE CENTER
BUDGET JUSTIFICATION**

For each line item allocated in the Excel budget, please describe below how the funds were calculated and how they will be used for the project.

Organization/Site Name: Mendocino County Behavioral Health and Recovery Services
SUD/MH Opportunity: SUD

Telehealth Line Item

1. Three (3) Computer Carts \$14343

The computer carts, equipped with web cameras, audio capacity, and HIPAA compliance, will be used in our groups for hybrid in-person/zoom meetings. These would greatly expand our ability to provide comprehensive therapeutic telehealth services. The price is based upon the costs of a previous purchase.

2. Three (3) Mini PCs \$1830

The mini PC is a necessary component of the computer cart, which will be used in our groups for hybrid in-person/zoom meetings and would greatly expand our ability to provide comprehensive therapeutic telehealth services. The price is based upon the costs of a previous purchase.

3. Fifteen (15) MS Office Software \$ 4605

This software is a necessary component of the computer cart and provider laptops, which will be used in our groups for hybrid in-person/zoom meetings and would greatly expand our ability to provide comprehensive therapeutic telehealth services. The price is based upon the costs of a previous purchase.

4. Three (3) Windows Enterprise \$ 1050

Windows Enterprise is a necessary component of the computer carts, which will be used in our groups for hybrid in-person/zoom meetings and would greatly expand our ability to provide comprehensive therapeutic telehealth services. The price is based upon the costs of a previous purchase.

5. Three (3) Monitors w/Built-in Cameras \$ 930

These monitors are a necessary component of the computer cart, which will be used in our groups for hybrid in-person/zoom meetings and in our Willits, Ukiah, and Fort Bragg offices. The carts would greatly expand our ability to provide comprehensive therapeutic telehealth services. The price is based upon the costs of a previous purchase.

6. SUDT EHR User Fee (20% of 1 year) \$20000

The use of electronic health records (EHR) has been a crucial element to the expansion of our ability to deliver SUDT tele-services across rural Mendocino County. The ability to pay for the high cost of the user fees would be hugely beneficial to the larger SUDT tele-services budget.

7. Twelve (12) Electronic Signature Pads AVATAR compatible \$1800

Signature pads allow for client care documentation to be completed in the field, allowing clients to sign documents directly into the electronic health records (EHR.) This keeps protected health information more secure than paper documents in a locked case, and ensures records are fully electronic.

Expanding our inventory of signature pads would be an effective enhancement to our telehealth services. The pricing is based upon the unit costs from a previous purchase.

8. Four (4) Smart Boards \$19600

The smart boards will be used for hybrid in-person/virtual group sessions. Remote clients will be able to tune into screen sharing alongside live video of the counselor delivering the session. This would greatly expand our ability to provide comprehensive therapeutic group services. The price is based upon the costs of a previous purchase.

9. Five (5) Videoconferencing Accounts \$2000

We will purchase additional Zoom accounts for practitioner use in one-on-one therapy and group meetings with the ability to enable simultaneous language interpretation for those that need assistance with interpretation. Furthermore, nearly one quarter of the Mendocino County population is Latino, and many are primarily Spanish-speaking or are more comfortable conversing in Spanish. Utilizing more interpretation services is essential to assisting this client population. The plan costs are based upon what we currently pay.

10. Twelve (12) Telepractice Training and Certification \$3540

Telepractice training is a vital component of providing the delivery of telehealth services. A unified training program for all of our telehealth providers would produce a strong level of consistency among providers. The International Board of Credentialing and Continuing Education Standards, Telepractice Training and certification program, which includes the registration fee, 8 CE hours of online training, as well as the application fee, exam, and credential was selected as a valuable resource for the Mendocino County providers to further enhance telehealth delivery skills.

11. Four (4) wireless keyboards (for SMART boards) \$120

Wireless keyboards for dedicated use with the SMART boards. The costs were calculated in consultation with our IT unit and vendors.

12. Four (5) wireless mouses (for SMART boards) \$100

Wireless mouses for dedicated use with the SMART boards. The costs were calculated in consultation with our IT unit and vendors.

13. Twelve (12) Laptops with built-in cameras \$16236

The ability to upgrade and expand our current inventory of laptops would considerably enhance our ability to provide behavioral health services across all of rural Mendocino County. The laptops will be configured to support provider access to telehealth applications and services. The price per unit was derived from the most recent quote provided by our IT unit.

14. Fifteen (15) webcams (1 per staff, 4 for SMART boards) \$1500

Mendocino County has struggled throughout the pandemic to have complete provider video access for teleconferencing. Expanding the current inventory will alleviate the need to borrow and share equipment, allowing for a more efficient delivery of telehealth services. The costs were calculated in consultation with our IT unit and vendors.

15. Twelve (12) Cell plans \$8400

The upgrading and expansion of cell phone availability among our providers would greatly enhance our capacity for telehealth and would require purchasing additional service plans. The plan costs are based upon what we currently pay.

16. Twelve (12) Headsets (Wired) \$420

Headsets would enhance Mendocino County Behavioral Health's ability to provide not only more privacy during telehealth services, ensuring better confidentiality, but would also greatly expand the communication experience by improving sound quality for the speaker and the listener. The costs were calculated in consultation with our IT unit and vendors.

17. IT installation and tech support \$2000

Technical support staff will install and configure new hardware and software, undertake regular upgrades, and help practitioners set up accounts, reset passwords, and respond to other computer system-related questions. The costs were calculated in consultation with our IT unit.

18. Smart Board Mounts \$1120

Mounting hardware for installation of the SMART boards. The costs were calculated in consultation with our IT unit and vendors.

ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
 - a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
 - b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
 - c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
 - d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than \$1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
 - e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
 - f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be

obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

- g. Cyber liability insurance**, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims made coverage is acceptable. Such coverage must include:
- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
 - Administrative expenses for forensic expenses and legal services.
 - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
 - Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

- h. General Insurance Provisions.** Subcontractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment,

receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

 _____ Initials (The Center)

 _____ Initials (Subcontractor)

ATTACHMENT 6

Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal 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 contract 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;
6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and
7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: _____



BY: Jenine Miller, Psy.D.

DATE: _____



ATTACHMENT 7

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subcontractor, Mendocino County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Subcontractor's Authorized Official

Dr. Jenine Miller BHRS Director

Name and Title of Subcontractor's Authorized Official

2/7/22

Date

ATTACHMENT 8

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	SAMSHA	\$99,594.00

Total Federal Funds in this contract: **\$99,594.00**

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: **782063531**

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

ATTACHMENT 9

Personally Identifiable Information

(When required as indicated in the Attachment checkboxes on page 2.)

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

ATTACHMENT 10

Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, “Sensitive Information” shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.
2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor’s performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.
3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service (“Client”), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.
4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.
5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client’s rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.
6. Designation of Contact Person. Subcontractor shall identify one individual (the “Contact Person”) to be responsible for communicating with The Center regarding and ensuring Subcontractor’s compliance with the terms of this Attachment 10. However, the Contact Person’s performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor’s obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within

fourteen (14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.

ATTACHMENT 11

Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.
 - a. Report Metrics
 - i. Progress Narrative Report – Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.
 - ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.
 - iii. Final Financial Report.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.
2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

8. Monitoring and Site Inspections

- A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.
- B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.
- C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Subcontractor Non-Compliance

- A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:
 1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
 2. Requiring additional or more detailed financial reports;
 3. Requiring technical or management assistance; and/or
 4. Establishing additional prior approvals.

- B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
 2. Disallow all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend the Contract activities or terminate the Contract.
 4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
 5. Withhold further Contracts.
 6. Take other remedies that may be legally available.

10. Federal Requirements

The Subcontractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
 1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175).
- G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
 1. The Subcontractor shall certify to The Center that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
 1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Attachment 12

Special Terms and Conditions for Federal Awards

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

<https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf>.

ATTACHEMENT 12**Special Terms and Conditions for Federal Awards**

Special Terms and Conditions (Attached hereto as part of this agreement) Notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

Department of Health Care Services (Rev. 03/19)

Exhibit D(F)**Special Terms and Conditions**

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the

term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows,

methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or

default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided

that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement:*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) 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 Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - (6) 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 part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (7) 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.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

- (a) Cancel, extend, or modify the suspension or stop work notification; or
- (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mendocino County Behavioral Health & Recovery Services
Name of Contractor

Dr. Jenine Miller
Printed Name of Person Signing for Contractor

Contract Number


Signature of Person Signing for Contractor

2/7/22
Date

BHRS Director
Title

ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known: <input type="text"/> Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: <input type="text"/>	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <input type="text"/>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <input type="text"/>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <input type="text"/> Print Name: <input type="text"/> Title: _____ Telephone No.: _____ Date: <input type="text"/>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 15

Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Subcontractor Agreement and the contract to which this Business Associate Subcontractor Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. DHCS intends that The Center and Subcontractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Subcontractor's obligations under this Agreement. Subcontractor and The Center are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Subcontractor.** Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this

Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by DHCS or The Center.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Subcontractor of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Subcontractor agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Subcontractor

9.1 Nondisclosure. Subcontractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Subcontractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Subcontractor shall, at a minimum, utilize an industry-recognized security framework when

selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Subcontractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Subcontractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Subcontractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Subcontractor's Agent. Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Subcontractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Subcontractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Subcontractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable

request, and to the federal Secretary of Health and Human Services for purposes of determining The Centers' compliance with 45 CFR Part 164, Subpart E.

- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data.** If Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.
- 18. Breaches and Security Incidents.** Subcontractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to the Center.

- 18.1.1** Subcontractor shall notify The Center **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.
- 18.1.2** Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) of the discovery of:
 - 18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
 - 18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
 - 18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
 - 18.1.2.4** Potential loss of confidential data affecting this Agreement.
- 18.1.3** Notice shall be provided to the Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall assist in gathering all information known at the time the incident is reported. The form is available online at <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI, Subcontractor shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Subcontractor shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Subcontractor shall assist The Center in providing a complete report of the investigation to their DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Subcontractor shall make reasonable efforts to assist The Center in providing DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Subcontractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Subcontractor's corrective action plan.

18.4 Notification of Individuals. If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 The Center Contact Information. To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

Program Contract Manager
Nora Dunlap

Address:
1321 Garden Highway, Ste. 210
Sacramento, CA 95833

Email: ndunlap@sierrahealth.org

19. Responsibility of The Center. The Center agrees to not request the Subcontractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

20.2 If Subcontractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

21.1.1 Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

21.1.2 Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. The Center may terminate this Agreement if Subcontractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor regarding the safeguarding of PHI and other confidential information.

22.2. Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such

amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Subcontractor to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Subcontractor.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

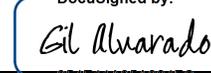
22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

22.7 The Center's Business Associate Agreement with DHCS. Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.



Subcontractor

DocuSigned by:


The Center

Date: 2/7/22

Date: 1/27/2022

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D., BHRS Director

Date: 2/7/22

Budgeted: Yes No

Budget Unit: 4012

Line Item: 82-5393

Org/Object Code: DDADMIN

Grant: Yes No

Grant No.: CA21MAT554

COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair TED WILLIAMS
BOARD OF SUPERVISORS

Date: 3/3/2022

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

3/3/2022

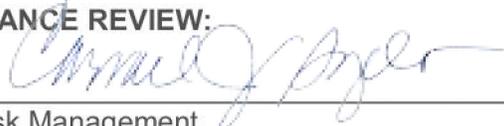
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

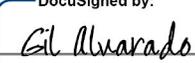
3/3/2022

INSURANCE REVIEW:

By: 
Risk Management

Date: **12/21/2021**

CONTRACTOR/COMPANY NAME

DocuSigned by:
By: 
Gil Alvarez
Sr. Vice President of Finance & Administration,
Chief Financial Officer

Date: 1/27/2022

NAME AND ADDRESS OF CONTRACTOR:

Sierra Health Foundation:
Center for Health Program Management
1321 Garden Highway Suite 210
Sacramento, CA 95833

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel
By: 
Deputy

Date: **01/05/2022**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: **12/21/2021**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed N/A

Exempt Pursuant to MCC Section: Located outside Mendocino County _____

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 21-10295	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Sierra Health Foundation: Center for Health Program Management		2. FEDERAL I.D. NUMBER 45-5282243
3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Services	4. DIVISION, BUREAU, OR OTHER UNIT Federal Grants Section	5. AGENCY BILLING CODE 085641
6a. CONTRACT ANALYST NAME Cassie Lane	6b. EMAIL Cassie.Lane@dhcs.ca.gov	6c. PHONE NUMBER (916) 552-8006

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 The Contractor will assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's Telehealth infrastructure.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 The Contractor will assist DHCS with support in the distribution and implementation of funding that supplements existing SABG and MHBG Awards, received from the Substance Abuse and Mental Health Services Administration (SAMHSA) through CRRSAA and BHRRP. The Contractor will provide an implementation schedule, Outreach and Marketing, Request for Application (RFA), subcontracting, website usage, data collection and performance measures, Quarterly reporting, monitoring BHTEP Grantees, meetings with DHCS, and a Final report in the implementation of CRRSAA and BHRRP funds. The purpose of this behavioral health Telehealth infrastructure improvement project is to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED).

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain) Not more frequently than monthly.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> Federal Trust Fund	4260-115-0890	21/22	21	2021	19,766,000
<input type="checkbox"/> Federal Trust Fund	4260-116-0890	21/22	21	2021	17,726,606
<input type="checkbox"/> Federal Trust Fund	4260-115-0890	22/23	TBD	2022	\$1,400,143.00
<input type="checkbox"/>					
<input type="checkbox"/>					

OBJECT CODE 21-4260LF2B-56001-3960050-5340580	AGREEMENT TOTAL	\$38,892,749.00
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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 21-10295	AMENDMENT NUMBER
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OPTIONAL USE

Ref: 115, Fund: 0890, Project: MHBG, Activity: 21CRR \$19,766,000.00
 21-4260LF2B-56000-3960050-5340580, Ref: 116, Fund: 0890, Project: SAPT,
 Activity: 21TRTCRR \$17,726,606.00

AMOUNT ENCUMBERED BY THIS DOCUMENT \$37,492,606.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE \$37,492,606.00
--

ACCOUNTING OFFICER'S SIGNATURE

Darrell Fuller

ACCOUNTING OFFICER'S NAME (Print or Type)

Darrell Fuller

DATE SIGNED

September 20, 2021

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2021	03/01/2023	\$38,892,749.00	Exempt. See item 13.
+ - Amendment 1				
+ - Amendment 2				
+ - Amendment 3				
+ - Amendment 4				
TOTAL			\$38,892,749.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Budget Act – Statutes of 2021, Chapter 21, Item 4260-116-0890

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A - Exempt from bidding. See Item 13.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A - Exempt from bidding. See Item 13.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Funding negotiated-expense justification on file.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other PCC Exempt)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

Robert Strom

SIGNER'S NAME (Print or Type)

Robert Strom

DATE SIGNED

September 20, 2021

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-10295

AMENDMENT NUMBER

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? No Yes
 SB/DVBE Certification Number: _____
24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement
 N/A - PCC Exemption.
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
DocuSigned by:  947B17D46049472	Cassie Lane Contract Analyst	September 21, 2021

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-10295

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Exempt per Budget Act - Statues of 2021, Chapter 21, Item 4260-116-0890

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10295

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Sierra Health Foundation: Center for Health Program Management

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

March 1, 2023

3. The maximum amount of this Agreement is:

\$38,892,749.00 (Thirty-Eight Million, Eight Hundred Ninety-Two Thousand, Seven Hundred Forty-Nine Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	11
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment I	Budget Year 1	1
+ - Exhibit B, Attachment II	Budget Year 2	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D (F)	Special Terms and Conditions (Attached hereto as part of this agreement) Notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.	27
+ - Exhibit E	Additional Provisions	4
+ - Exhibit F	Contractor's Release	1
+ - Exhibit G	Business Associate Addendum	6
+ - Exhibit H	Resumes	14

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sierra Health Foundation: Center for Health Program Management

CONTRACTOR BUSINESS ADDRESS

1321 Garden Highway, Suite 210

CITY

Sacramento

STATE

CA

ZIP

95833

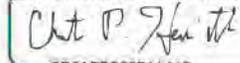
PRINTED NAME OF PERSON SIGNING

Chet P. Hewitt

TITLE

President & CEO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

September 15, 2021

306AE7C30F1A14D...

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10295

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

Chief, Unit A, Contracts Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Carrie Talbot

DATE SIGNED

September 16, 2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I 14184.20 (e)

Exhibit A
Scope of Work

1. Service Overview

As described in this Scope of Work (SOW), the Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

- A. Implementation Schedule
- B. Outreach and Marketing
- C. Request for Application (RFA)
- D. Subcontracting
- E. Website Usage
- F. Data Collection and Performance Measures
- G. Quarterly Reporting
- H. Monitoring BHTEP Grantees
- I. Meetings with DHCS
- J. Final Report

The Behavioral Health Telehealth Expansion Project (BHTEP) is funded through the Department of Health Care Services' Behavioral Health Response and Rescue Project (BHRRP), which is funded by supplemental grants to the Substance Abuse Prevention and Treatment Block Grant (SABG) and the Community Mental Health Services Block Grant (MHBG), awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). Funding was made available to SAMHSA through passage of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA).

The Center at Sierra Health Foundation will assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure. The purpose of this behavioral health telehealth infrastructure improvement project is to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED).

2. Service Location

The Contractor shall perform all services statewide.

3. Service Hours

The Contractor shall perform all services during normal Contractor working days and hours.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

Department of Health Care Services P.O. Box 997413, MS 2624 Sacramento, CA 95899-413 Contract Manager: DeAnn Harrison Telephone: 916-345-8700 Fax: (916) 440-5230 Email: DeAnn.Harrison@dhcs.ca.gov	Sierra Health Foundation: Center for Health Program Management Contract Manager: Kaying Hang Telephone: (916) 922-4755 Email: khang@sierrahealth.org
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B. Direct all inquiries to:

Department of Health Care Services P.O. Box 997413, MS 2624 Sacramento, CA 95899-7413 Contract Manager: DeAnn Harrison Telephone: (916) 345-8700 Fax: (916) 440-5230 Email: DeAnn.Harrison@dhcs.ca.gov	Sierra Health Foundation: Center for Health Program Management Contract Manager: Kaying Hang 1321 Garden Highway, Suite 210 Sacramento, CA 95833 Telephone: (916) 922-4755 Email: khang@sierrahealth.org
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C. Either party may make changes to the information in section 4(A) and (B) above by giving written notice to the other party. Changes shall not require an amendment to this contract.

5. Services to be Performed

A. Implementation Schedule

The Contractor is responsible for project managing implementation of the BHTEP. Within thirty (30) calendar days of the execution of this contract, the Contractor shall provide DHCS an Implementation Schedule that sets forth the anticipated dates of BHTEP activities to be implemented throughout the entirety of the contract period. The schedule shall include planned internal meetings with the DHCS team, State and Federal reporting timelines (as applicable), dates for scheduled activities (recruitment of grantees, application release, award decisions, payment schedules, reporting), and other project deliverables. If there are changes or deviations to the Implementation Schedule, the Contractor is responsible for notifying DHCS fourteen (14) calendar days prior to the projected implementation.

The Implementation Schedule will also assist DHCS in determining the timing of payments to the Contractor. Payments are dependent upon completion of the deliverables outlined in the Implementation Schedule. DHCS shall process each invoice within sixty (60) calendar days.

B. Outreach and Marketing

1. The Contractor shall develop a community outreach/marketing plan for distributing information pertinent to the services available under the BHTEP, with the goal of increasing behavioral health services to individuals in need. The outreach plan must include the following minimum elements:

- a. Communication Plan;

A communication plan detailing how the Contractor will notify a broad set of stakeholders regarding the availability BHTEP funding for eligible organizations. The plan for BHTEP shall include target audiences such as county stakeholders, Tribal health centers, narcotic treatment programs, Driving Under the Influence (DUI) programs, community and county mental health centers, and other entities as defined in the RFA.

- b. Timeframes; and

- c. A description of deadlines for applications to be eligible to receive a BHTEP grant.

2. The Contractor shall develop a list of persons and organizations to whom electronic notice of this project shall be delivered.
3. The Contractor shall submit to DHCS a draft of the outreach plan no later than thirty (30) calendar days of the execution of this contract. The outreach plan shall be no longer than five (5) typewritten pages.
4. Within seven (7) calendar days from receipt of the plan, DHCS shall either approve or deny the plan as submitted. DHCS may provide the Contractor written notice requiring additional modifications to the plan.

C. Request for Application (RFA)

1. The Contractor, within sixty (60) calendar days of the execution of this contract, shall be responsible for developing a Coronavirus Response and

Relief Supplemental Appropriations Act – Telehealth Expansion Project
RFA to identify and award BHTEP grants.

2. The RFA:
 - a. Must be submitted to DHCS for review and approval prior to posting online and making publicly available.
 - b. Shall include data and reporting requirements consistent with federal requirements. This also includes expenditure caps for these allowable activities.
 - c. Must include guidelines for potential grantees including funding level amounts, allowable expenditures, payment schedules, and other pertinent information.
3. The Contractor shall release the RFA and be responsible for overseeing the RFA process within ten (10) calendar days of receiving DHCS approval of the RFA.
4. Upon release of the RFA, the contractor will host a webinar pertaining to the RFA and invite stakeholders identified in the outreach plan.
5. The Contractor shall develop an application-scoring instrument to evaluate applications.
6. The Contractor shall submit the application-scoring instrument for participating BHTEP applications to DHCS within fifteen (15) calendar days for approval. DHCS shall approve or deny the application scoring instruments within fourteen (14) calendar days of receipt. DHCS may provide the Contractor written notice requiring additional modifications to the scoring tool.
7. More RFA processes may need to be initiated pending DHCS discretion.

D. Subcontracting

1. For each individual funding opportunity, the Contractor will provide DHCS with the scoring results no later than three (3) working days after the scoring is complete. DHCS will provide the final approval of all grants.

2. The Contractor shall notify each subcontractor of award decision within seven (7) calendar days of Contractor's award determination.
3. The Contractor shall serve as the primary contact to selected BHTEP service locations upon application award.
4. The Contractor, within sixty (60) calendar days of the BHTEP award announcements, shall be responsible for developing and executing subcontracts with the BHTEP.
5. Each Subcontractor awarded a BHTEP grant must have a deliverable schedule.
6. The Contractor shall consult DHCS prior to accepting or denying all decisions proposed by or involving Subcontractors.
7. The Contractor shall develop policies and procedures to review progress reports and ensure that each grantee is compliant with contractual obligations set forth in their awarded applications and subcontracts.
8. The Contractor is responsible for establishing a process to document and remedy areas of BHTEP non-compliance, such as failing to meet funding requirements.
9. By way of each contract, the Contractor will serve as the administrative entity, responsible for managing, processing, and distributing payments to BHTEP.
10. The Contractor will ensure that each subcontractor receives funding in a timely fashion and pursuant to contractual obligations.
11. The Contractor will be responsible for keeping a detailed account of all funds distributed and expended, by who spent them and how the funds were utilized.
12. The Contractor shall generate grantee financial reports and update DHCS quarterly.

E. Website Usage

1. The Contractor shall continue to use and develop the MAT Access Points website that shall contain the BHTEP RFA and application portal. The website shall contain links to other MAT Expansion Project activities and relevant MAT resources.
2. The website shall provide a link to the BHTEP applications and provide technical assistance for those selected for project participation. The website will not contain DHCS' logo. The website will be linked to the DHCS website.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.
 - a. Report Metrics
 - i. Progress Narrative Report – accomplishments, barriers, summary of progress;
 - ii. Final Narrative Report – accomplishments, barriers, summary of project; and
 - iii. Final Financial Report.
2. DHCS may make changes to the information in Section F Data Collection and Performance Measures, which shall not require an amendment to this Agreement.

G. Quarterly Reporting

1. The Contractor shall submit quarterly reports to DHCS containing information identified according to section 6(F) for each MAT Access Point. Quarterly reports will begin during the second quarter after the BHTEP are awarded.
2. The dates and quarters are subject to change.
3. The Quarterly Reporting schedule is as follows:

Sierra Health Foundation: Center for Health Program Management

21-10295

Exhibit A

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Quarter	Period	Due Date to DHCS
Initial Quarter	07/01/2021 – 09/30/2021	10/30/2021
2nd Quarter	10/01/2021 – 12/31/2021	01/31/2022
3rd Quarter	01/01/2022 – 03/31/2022	04/30/2022
4th Quarter	04/01/2022 – 06/30/2022	07/31/2022
5th Quarter	07/01/2022 – 09/30/2022	10/30/2022
6th Quarter	10/01/2022 – 12/31/2022	01/31/2023
7th Quarter	01/01/2023 – 03/01/2023	03/30/2023

4. The Contractor shall also be responsible for complying with all federal reporting requirements related to this project.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.
2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP to protect against fraud and abuse throughout the term of the contract.
3. The Contractor shall submit to DHCS a report with the findings and outcomes of the on-site compliance visits and/or desk reviews within thirty (30) calendar days after the completion of each visit.

I. Meetings with DHCS

1. The Contractor shall convene and facilitate ongoing DHCS leadership meetings regarding the implementation of the BHTEP project. DHCS will determine the frequency of meetings. DHCS shall dictate a minimum of one (1) monthly meeting and/or more need-based meetings.
2. DHCS may schedule/reschedule meetings as needed.
3. These meetings will provide opportunities to discuss project progress, resolve implementation barriers and challenges, and ensure appropriate linkages and coordination with other projects supported by grant funding.

J. Final Report

The Contractor shall submit a Final Report regarding the BHTEP to DHCS. This report shall be due thirty (30) calendar days after the end of the contract period. The Final Report shall be comprehensive and include:

1. Templates, documents, and materials developed during the contract period. This includes a copy of the RFA to identify funded partners, a boilerplate contract, and other key resources generated for the BHTEP during the contract period.
2. A summary of barriers and challenges encountered throughout the implementation of the BHTEP projects. The summary of challenges shall include specific scenarios that arose throughout the contract.
3. A summary of successful strategies and procedures utilized by the Contractor and BHTEP to improve access to behavioral health treatment throughout California.
4. The Contractor shall additionally provide a final quantitative analysis of the BHTEP, including the total number of grantees that were funded, and a breakdown of what the funding was used for.

6. **Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Sections 7405 and 11135** of the California Government Code, Section 508 of the **Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d)**, regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of **1990 (42 U.S.C. § 12101 et seq.)**. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections **7405 and 11135** codifies Section 508 of the **Rehabilitation Act of 1973** requiring accessibility of EIT.

7. **Records and Record Keeping**

- A. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- B. SAMHSA, the Inspector General, the Controller General, and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Contractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the

Contractor's personnel for the purpose of interview and discussion related to the requested documents.

- C. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Contractor.

8. Monitoring and Site Inspections

- A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.
- B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.
- C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Contractor Non-Compliance

- A. If the Contractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the sub award, including:
 - 1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
 - 2. Requiring additional or more detailed financial reports;
 - 3. Requiring technical or management assistance; and/or
 - 4. Establishing additional prior approvals.
- B. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

10. Federal Requirements

The Contractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
 1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175).
- G. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
 1. The Contractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining

Sierra Health Foundation: Center for Health Program Management

21-10295

Exhibit A

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any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
 1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Exhibit B**Budget Detail and Payment Provisions****1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Ivan Bhardwaj
Department of Health Care Services
Community Services Division
MS 2624
P.O. Box 997413
Sacramento, CA 95899-7413

DHCS, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by DHCS and shall not require an amendment to this Agreement.

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - 2) Bear the Contractor's name as shown on the Agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this Agreement shall not exceed:

- 1) \$37,492,606 for the budget period of 07/01/2021 through 06/30/2022.
- 2) \$ 1,400,143 for the budget period of 07/01/2022 through 03/01/2023.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.

B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Expense Allowability / Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

B. The Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a

Exhibit B**Budget Detail and Payment Provisions**

disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit H entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 7 in this exhibit entitled, "Recovery of Overpayments" for more information.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:
 - 1) Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS' request for repayment;
 - 2) A repayment schedule which is agreeable to the both DHCS and the Contractor.
- B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of DHCS' demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS' notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B – Attachment I
Coronavirus Response and Relief Supplemental Appropriations Act - Telehealth Expansion Project
Budget for Year 1 (07/01/2021 -
06/30/2022)

Deliverable	Deliverable Description	Amount	Estimated Delivery
D1	Invoice for funds for Coronavirus Telehealth payments: Funds available for single contract payments	\$35,392,402	July 2021
D2	Implementation Schedule: Deliverable work plan created	\$233,356	July 2021
D3	Outreach and Marketing Plan: Document that includes services/resources and funding opportunities available	\$233,356	July 2021
D4	Develop and release RFA; host RFA Webinar: RFA posted on website and sent to outreach list	\$233,356	July 2021
D5	Receive and review BHTEP subcontractor applications: Applications assigned to reviewers with timeline	\$233,356	August 2021
D6	Finalize BHTEP subcontractor applications: Award contracts	\$233,356	September 2021
D7	Administrative costs for contract payments to BHTEP subcontractors: Contracts executed	\$233,356	October 2021
D8	1st Project Report to DHCS (07/01/21 - 09/30/21): Prepare and Submit to DHCS 1st Project Report and will include all requested Subcontractor information per the SOW	\$233,356	October 2021
D9	2nd Project Report to DHCS (10/01/21 - 12/31/21): Prepare and Submit to DHCS 2nd Project Report and will include all requested information per the SOW	\$233,356	January 2022
D10	3rd Project Report to DHCS (01/01/22 - 03/31/22): Prepare and Submit to DHCS 3rd Project Report and will include all requested information per the SOW	\$233,356	April 2022
Total Year 1		\$37,492,606	

Exhibit B – Attachment II
Coronavirus Response and Relief Supplemental Appropriations Act - Telehealth Expansion Project
Budget for Year 2 (07/01/2022 – 03/01/2023)

Deliverable	Deliverable Description	Amount	Estimated Delivery
D11	4th Project Report to DHCS (04/01/22 - 06/30/22): Prepare and Submit to DHCS 4th Project Report and will include all requested information per the SOW	\$233,356	July 2022
D12	5th Project Report to DHCS (07/01/22 - 09/30/22): Prepare and Submit to DHCS 5th Project Report and will include all requested information per the SOW	\$233,356	October 2022
D13	6th Project Report to DHCS (10/01/22 - 12/31/22): Prepare and Submit to DHCS 6th Project Report and will include all requested information per the SOW	\$233,356	January 2023
D14	7th Project Report to DHCS (01/01/23 - 03/01/23): Prepare and Submit to DHCS 7th Project Report and will include all requested information per the SOW	\$233,356	March 2023
D15	Administrative costs to close out project: Final admin costs	\$233,356	March 2023
D16	Final Report to DHCS (07/01/21 - 03/01/23): Prepare and Submit to DHCS 7th Project Report and will include all requested information per the SOW	\$233,363	March 2023
Total Year 2		\$1,400,143	

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the

term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows,

methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or

default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided

that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement:*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) 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 Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - (6) 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 part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (7) 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.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

- (a) Cancel, extend, or modify the suspension or stop work notification; or
- (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions**1. Amendment Process**

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

3. Dispute Resolution Process

- A. This provision replaces and supersedes provision 16 of Exhibit D(F).
- B. If a dispute arises between the Contractor and DHCS, the Contractor must seek resolution using the process outlined below.
 - 1) The Contractor should first informally discuss the problem with the DHCS program contract manager. If the problem cannot be resolved informally, the Contractor must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.

Exhibit E
Additional Provisions

- 2) When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of DHCS.
- 3) Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS program contract manager.
- 4) There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Performance Evaluation

- A. This provision replaces and supersedes provision 24 of Exhibit D(F).
- B. The Contractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
 - 1) Whether the contracted work or services were completed as specified in the Agreement, and reasons for and amount of any cost overruns.
 - 2) Whether the contracted work or services met the quality standards specified in the Agreement.
 - 3) Whether the Contractor fulfilled all requirements of the Agreement.
 - 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- C. The evaluation of the Contractor shall not be a public record.

Exhibit E
Additional Provisions**5. Progress Reports or Meetings**

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

6. Consultant Conduct and Filing Requirements

- A. When a Consultant or representative of a DHCS Contractor performs work on DHCS premises, the Consultant or representative of a DHCS Contractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Consultants may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. This training may be accomplished through the on-line Privacy/Security Training on the DHCS intranet.
- B. Certain consultants designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of DHCS or his/her designee (i.e., Program Contract Manager, etc.) determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Consultant shall be so notified by DHCS and the Consultant shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the [Fair Political Practices Commission](#) and fully complete the Form 700. The Consultant shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete, or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Consultant substitution/replacement.

Exhibit E
Additional Provisions**7. Prohibited Follow-on Contracts**

- A. No person, firm, or subsidiary thereof who has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services agreement.
- B. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than 10 percent of the total monetary value of the consulting services agreement.

Paragraphs A and B do not apply to consulting services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

8. Insurance Requirements**A. Commercial General Liability**

The Contractor must furnish to DHCS a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- B. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
 - 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Health Care Services, and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- C. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. DHCS may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.
- D. DHCS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 21-10295 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
- 9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53
- 9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program
- 9.2.2.3** PCI – PCI Security Standards Council
- 9.2.2.4** ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002
- 9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075
- 9.2.2.6** HITRUST CSF – HITRUST Common Security Framework

- 9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- 9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

18.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under

HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information. To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit H**Resumes****GIL G ALVARADO, CPA****BACKGROUND AND PROFESSIONAL EXPERIENCE**

More than 25 years of institutional investing, private foundation and healthcare sector experience as a financial steward and investment leader. Demonstrated capacity to support organizational objectives and mission by prioritizing compliance with laws and other applicable rules and regulations through the establishment of institutional policies, governance and internal control systems. Ability to communicate complex financial systems to cross-sectional stakeholders and community leaders. Mentor to advance early stage companies and entrepreneurs through institutional investing knowledge and experience. An adjunct professor expanding leadership and financial awareness through the lens of higher education and serving on boards as a leader serving investors, foundations, endowments and nonprofits.

EXPERIENCE/SKILLS*Leadership*

- ◆ Institutional Portfolio Oversight
- ◆ Board Relations
- ◆ Board Member
- ◆ 401k Trustee
- ◆ Corporate Relations
- ◆ Strategy Development
- ◆ Investment/Finance Committee
- ◆ Committee Education and Relations

Compliance

- ◆ Private Foundation/Non-Profit Entity
- ◆ Mutual fund Complexes
- ◆ Investment Policy and Governance
- ◆ Internal Controls
- ◆ Audit and Tax
- ◆ Federal Grant Awards

Project Management

- ◆ Timber Harvest /Land Development
- ◆ Investment Policy Development
- ◆ Real Estate /Private Equity
- ◆ Industry Standards
- ◆ Knowledge Dissemination

Communications

- ◆ Board and Committees Liaison
- ◆ Financial and Investment Education
- ◆ Investment Managers and Advisor Relations
- ◆ Community Relations
- ◆ Banking and Investment Relations

Economic Development and Education

- ◆ Public/Private Venture
- ◆ Financial Literacy/ Lecturer
- ◆ Regional Partnerships/Collaboratives

Exhibit H - Resumes

GIL G ALVARADO

EMPLOYMENT HISTORY

9/2018- Present President, **San Joaquin Impact Investment Fund**

05/2012 – Present **Sierra Health Foundation: Center for Health Program Management, Sacramento, California**
Senior Vice President Finance and Administration/CFO

05/2006 – Present **Sierra Health Foundation, Sacramento, California**
Senior Vice President Finance and Administration/CFO

10/2014 – 2016 **Adjunct Professor, School of Management, University of San Francisco**

10/1995 – 4/2006 **Paso del Norte Health Foundation, El Paso, Texas**
Chief Financial and Information Officer.

EDUCATION AND CERTIFICATES

University of Phoenix, Masters of Science, Information Technology February 2001
Texas A&M University, Bachelors of Administration, Accounting May 1992
CPA license, Texas 1997-present (Active)
CGMA designation 2011-present

BOARDS SERVICE

PRIOR AND CURRENT SERVICE WITH LOCAL AND NATIONAL CORPORATE AND NONPROFIT SECTOR BOARDS

Exhibit H - Resumes

LESLIE J. COOKSY, PhD**EDUCATION**

Ph.D., Human Service Studies: Program Evaluation and Public Policy, Cornell University, Ithaca, New York, May 1989.

M.S., Rural Sociology, Cornell University, Ithaca, New York, August 1986.

B.S., Applied Behavioral Sciences, University of California, Davis, June 1981.

EMPLOYMENT

Evaluation Director **7/2012 to present**
Sierra Health Foundation, Sacramento, California

Center Director, Associate Professor **10/2007-5/2012 and 5/1998-3/2005**
University of Delaware, Newark, Delaware

Project Director **3/2005-9/2007**
University of California-Davis, Tobacco Control Evaluation Center

Assistant Professor **8/1995-5/1998**
Florida State University, Tallahassee, Florida

Senior Social Science Analyst **10/1988-8/1995**
U.S. Government Accountability Office, Program Evaluation & Methodology Division
Washington DC

RECENT PROJECTS

- Black Child Legacy Campaign: Managing \$240,000 in contracts for evaluation and data support to Sacramento County's project to reduce African American child deaths through community mobilization, community infrastructure development, and policy and systems change efforts (2015-present)
- San Joaquin Valley Health Fund: Managing \$225,000 in contracts for research and evaluation of a place-based initiative to improve health and racial equity in the San Joaquin Valley (2015-present)
- Positive Youth Justice Initiative: Managing \$300,000 in contracts for evaluation of a juvenile justice systems change initiative (2013-present).
- Respite Partnership Collaborative: Managed \$500,000 contract for a 3 year evaluation of a community-driven process for funding mental health respite services and an associated public-private partnership between Sacramento County and Sierra Health Foundation (2013-2016).
- Health Care Partnership: Managed \$200,000 in contracts for research on the public health safety net in the Sacramento Region and the evaluation of a community clinic capacity-building program (2014-2016).
- Healthy Sacramento Coalition: Evaluated capacity-building activities and coalition functioning for a project funded by a Community Transformation Grant from the Centers for Disease Control (2012-2015).

Exhibit H - Resumes

PROFESSIONAL LEADERSHIP AND SERVICE

- American Evaluation Association:
 - President: 2010 (2009 Incoming President; 2011 Past President-Secretary)
 - Chair, Evaluation Policy Task Force: 2007 – 09
- *American Journal of Evaluation*: Associate editor (1998-2004); editor of Ethical Issues section (2004-2009); editor of book review section (2018-present).
- National Science Foundation Expert Panel on Assuring Quality in Program and Project Evaluation (2010-11).

SELECTED PRESENTATIONS

- Cooksy, L.J. (2018, October). *Strategies for Pursuing Equitable Evaluation in Philanthropy*. Think Tank organizer and presenter at the American Evaluation Association annual conference, Cleveland, OH.
- Cooksy, L.J. (2016, November). *Advancing Equity through Evaluation: A Dialogue Across Perspectives*. Panel organizer and presenter at the American Evaluation Association annual conference, Atlanta.
- Cooksy, L.J. (2015, November). *Quality in evaluation: Who defines, who determines and who cares?* Panel organizer and presenter at the American Evaluation Association annual conference, Chicago, IL.

SELECTED PUBLICATIONS

- Immonen, S. & **Cooksy, L.J.** (2014). Using performance measurement to assess research: Lessons learned from the international agricultural research centers. *Evaluation: The International Journal of Theory, Research, and Practice*.
- Caracelli, V. J. & **Cooksy, L.J.** (2013). Incorporating qualitative evidence in systematic reviews: Strategies and challenges. In D.M. Mertens & S. Hesse-Biber (Eds.), *Mixed methods and credibility of evidence in evaluation. New Directions for Evaluation*, 138. San Francisco: Jossey-Bass.
- Cooksy, L. J.** (2012). Influences on evaluation quality. *American Journal of Evaluation*, 33(1), 79-87.
- Cooksy, L. J.**, Mark, M. M., & Trochim, W. M. K. (2009). Evaluation policy and evaluation practice: Where do we go from here? In W.M.K. Trochim, M. M. Mark, & L. J. Cooksy (Eds.), *Evaluation policy and evaluation practice. New Directions for Evaluation*, 123. San Francisco: Jossey-Bass.
- Cooksy, L. J.** & Caracelli, V. J. (2009). Metaevaluation in practice: Selection and application of criteria. *Journal of MultiDisciplinary Evaluation*, 6(11), 1-15.

Exhibit H - Resumes

Nora Dunlap

EDUCATION

Columbia University

New York, NY - Masters in Public Health: Population and Family Health
Focus in Forced Migration and Health
May 2011

University of California at Santa Barbara

Santa Barbara, CA - Bachelor of Arts in Global Studies: Culture and Ideology, Minor in German Studies
Study abroad in Turkey (2003-2004)
June 2005

WORK
EXPERIENCES**Sierra Health Foundation**

Sacramento, CA

October 2015-Present

Senior Program Associate

- Execute program strategies for multiple programs including the San Joaquin Valley Health Fund and Healthy Sacramento Coalition at the direction of the VP of Programs and Partnerships and Program Officers by coordinating and communicating with consultants and grantees, as well as developing and reviewing program materials
- Provide grant and contract management and monitoring support including RFP and application development, review and funding recommendations, and report tracking
- Logistics and administrative assistance, including budget support, for program events, webinars, site visits, and convenings
- Assist with preparation and submission of grant applications as well as track and submit reports
- Liaison with external programs and partners to ensure coordination as well as mission alignment

The Carter Center

Eastern Equatoria, South Sudan

March 2013-May 2015

Roaming Technical Advisor

- Technical and managerial support to the Ministry of Health Government of South Sudan Guinea Worm (GW) Eradication Program in multiple coverage areas
- Responsible for all aspects of GW programming including forecasting, planning and execution
- Responsible for the implementation and oversight of all interventions to stop GW transmission.
- Collect and analyze quantitative and qualitative data for program objectives, prepare monthly technical reports and plans of actions
- Human resource management of 19 field level staff (hiring, training and supervision)
- Oversight of financial, transportation and stock resources, requests and rectifications

Vestergaard Frandsen

Kakamega, Kenya

Oct 2012-Nov 2012

Field Manager

- Support the management of district-level campaign activities for the LifeStraw Program
- Conduct systematic household spot-check surveys for data collection and program evaluation
- Monitor, manage, train and motivate educators in the field
- Analyze district data and strategize to improve quality and quantity of field activities
- Provide team leadership by leading evening debrief sessions and managing local challenges

U.S. Peace Corps Response

Buchanan, Liberia

Aug 2011-Jan 2012

Community Health Advisor

- Liaison with the Community Health Dept. of the County Health and Social Welfare Team
- Strengthen community health volunteers through trainings, research and proposal development
- Develop a 30-month performance-based service delivery proposal for Grand Bassa County
- Partner with and support the M&E coordinator to strengthen capacity of the M&E office
- Assist Community Health Director with a maternal mortality focus group project focusing on health facility deliveries and solutions from a community perspective

Exhibit H - Resumes

New York City Department of Health and Mental Hygiene New York, NY Jan-April 2011
Research Assistant

- Work with Bureau of Maternal, Infant and Reproductive Health: Pregnancy Risk Assessment Monitoring System (PRAMS)
- Contribute to data analysis on post-partum contraceptive use in NYC
- Communicate with key stakeholders to prioritize list of questions to be included in Phase 7

The Fund for Public Health in New York City New York, NY Oct-Dec 2010
Data Collector

- Participate in observational evaluation of the 'Move To Improve' and 'Water Jets' Initiatives
- Conduct full day classroom and cafeteria observations and complete individual interviews

Mangaung Developing Families Project Bloemfontein, South Africa Summer 2010
Project Coordinator

- Coordinate a community assessment around early childhood development
- Draft and pretest protocol and question guides for focus groups and individual interviews
- Coordinate and lead research teams at 12 preschool sites to facilitate data collection
- Analyze collected data to inform a training on early childhood development

Davis Joint Unified School District Davis, CA March 2008-June 2009
Substitute Teacher

- Carry out provided lesson plans for K-12 classes
- Manage the classroom in a teacher's absence

U.S. Peace Corps Limpopo, South Africa Aug 2005-Oct 2007
HIV/AIDS Capacity Builder

- Assist three rural home based care groups in implementing organizational systems
- Work to strengthen the management, office skills and abilities of staff
- Design curriculum and facilitate workshops on various health topics for caregivers
- Formulate information sheets for the community and clients on common diseases
- Coordinate weekly clinic health promotion talks and regular school health talks and teacher trainings
- Collaborate to organize a Youth Day event for all 28 member organizations and communities

VOLUNTEER
EXPERIENCES**New York City Department of Homeless Services** New York, NY Jan 2010
Survey Administrator

- Assist in the implementation of the Homeless Outreach Population Estimate (HOPE) Survey
- Work with a team to produce an accurate estimate of the number of unsheltered individuals

UC Davis Engineers Without Borders Davis, CA 2008-2009
Member

- Work with the Water and Sanitation Committee on programs for the project site in Uganda
- Design the curriculum for a training on water storage and treatment for various age groups

Space Camp Turkey Izmir, Turkey Summer 2004
Counselor

- Supervise groups of 12-15 campers through various individual and group activities
- Coordinate, manage and support up to 6 groups and counselors on a rotating basis

LANGUAGES

Intermediate German

COMPUTER
SKILLS

Proficient on PC and MAC, Microsoft Office (Word, PowerPoint, Excel), Adobe, Outlook, and Internet research.

Exhibit I - Resumes

SAMANTHA

EDUCATION

Bachelor of Arts

St. Mary's College, 2004
 English Major
 Sociology/Anthropology Minor
 Graduated Magna Cum Laude

Alumna - Sacramento City
 Planner Academy 2017

TECHNICAL SKILLS

Software

Adobe
 InDesign, Illustrator, PhotoshopMicrosoft

Word, Excel, Outlook

Website Management
 Profusion Web Publishing

Relevant Experience

Sierra Health Foundation

Communications Officer
 October 2018 - Present
 Sacramento, CA

Conference & Education Center
 Manager
 May 2015 - October 2018

**California Foundation for
Independent Living Centers**

Office & Logistics Coordinator
 Jun. 2011 - May 2015
 Sacramento, CA

**United Cerebral Palsy of
Sacramento and Northern
California**

Fund Development Coordinator
 Nov. 2006 - Jun. 2011
 Sacramento, CA

- Works in support of the Policy and Communications department to develop and implement public policy initiatives; brand and brand awareness; and a communication plan to support the foundation and its programs, including message development and dissemination
- Oversees social media strategy, engagement, and content management, including new campaigns, to highlight programs and community partners
- Develops, edits and produces organization's podcast, lifting up the work of partners and focusing on narrative shift
- Contributes to or oversees production and project management for foundation communications, which could include printed and digital publications, e-mail announcements and e-newsletters, websites, news releases, public service announcements and media alerts, videos, and/or educational events
- In both roles, coordinates educational in-person and remotely-viewed content, including Speaker Series events: organizing speakers, running logistics, creating content motivated by health and racial equity, and researching opportunities to share using new technologies
- In both roles, strategizes educational opportunities on- and off-site, including art exhibits focused on social justice, a free collection of books related to and by writers from marginalized communities, and building relationships with local community libraries
- Managed conference calendar, staff schedule, and correspondence with conference planners, to ensure effective meetings and program maintains its connection with organization's mission
- Designed and edited invitations, flyers, posters, programs and other collateral
- Coordinated annual Disability Capital Action Day, including regular Committee planning meetings, vendor contracts, volunteer training, and day-of coordination for up to 3,000 attendees
- Facilitated staff meetings and retreats
- Negotiated and secured event space and rentals
- Managed Executive Board Committee meetings, including scheduling teleconferences, maintaining minutes and other correspondence, and planning in-person meetings
- Managed donor system and maintained correspondence with all donors
- In charge of all preparations for annual fundraiser, including managing volunteers and coordinating with all vendors
- Conducted all outreach to public, representing the organization at community events, including presentations
- Lead volunteer, donor and visitor tours
- Created and maintained digital and print newsletters
- Helped create and managed grant program - researching organizations, and organizing and submitting grant proposals

Exhibit I - Resumes

Lisa A. Hailey**EXPERIENCE****Grants and Contracts Administrator, Sacramento, CA****June 2018 – Present**

Assist with administration and oversight of the database software for the administration of grants, funder documentation, and contracts for the Foundation and The Center. Responsible for the processing of all Foundation and Center grants, contracts and funder agreements. This includes reviewing the initial data entry of proposals/applications, routing of application to appropriate staff, obtaining compliance documentation, and preparing appropriate documentation. This also includes data entry regarding denial and approval status, payment and requirement schedules, and payments by approved processes and procedures. Build and maintain a working relationship with internal partners to ensure communication regarding grants, contracts, and third-party funding is consistent, complete and informative. Work with stakeholders on contractual and procurement process. Perform compliance reviews for all applicants, grantees, and contractors. This includes running a verification check in Guidestar or obtaining a W-9 and following up with the IRS and other agencies and organizations to verify the tax status when necessary. Manage grant and contract related correspondence templates and tracking forms. Create correspondence for processing, including grant agreements, contractor agreements, cover letters, and transmittal letters. Create, process and track funder, contract and grant payments schedules in a GIFTS software system. Maintain funder, grant and contractor files, both electronically and physically. This includes scanning all funder, grant and contractor documents into the Foundation's document retention software and filing in the appropriate folders using metadata templates. Review and audit Grant and Contract files. Perform funder, grant contract, and other record retention activities. This includes closing files, recording destruction dates and destroying archived records under the record retention policy. Conduct periodic file audits in the Foundation's database and document retention software files to ensure all data correctly input, and all documentation is scanned complete and file correctly. Master list of Grant sequence numbers for third-party funders. Maintain ownership of Grantmaking software.

Contract Specialist; Sierra Health Foundation, Sacramento, CA**April 2012 – June 2018**

Responsible for the coordination and management of documentation, data, and payments related to contracts and grants funding administered by the Foundation and the Center. Responsible for the input and accuracy of data related to foundation grants and federal grant contractors in the GIFTS database. This includes initial data entry of proposals/applications, compliance documentation, denial and approval status, payment and requirement schedules, payments by approved processes and procedures. Perform compliance reviews for all applicants. This includes running a verification check in Guidestar and following up with the IRS and other agencies and organizations to verify the tax status if applicants. Create correspondence for processing grant requests including grant agreements, contractor agreements independent consultant contracts, cover letters, and transmittal letters. Create process and track contract and grant payment schedules in GIFTS. Compile reports using GIFTS for review by Grants Administrator and the Program Department. Maintain all grant and contractor files, both electronically and physically. This includes scanning all grant and contractor documents into Laserfiche and filing in the appropriate folders using metadata templates. Responsible for managing the time tracking consultant, contractor and staff time spent on the foundation's projects, compiling and categorizing the time and maintain the records. Perform grant and other record retention activities. This includes closing files, recording destruction dates and destroying archived records under the record retention policy. Conduct file audits in GIFTS and Laserfiche files to ensure all data correctly input, and all documentation is scanned, complete and filed correctly. Provide administrative support to Grants Administrator as needed. Provide backup support for the Receptionist on the main telephone as needed — another task as assigned.

Executive Assistant/Receptionist, Sierra Health Foundation, Sacramento, CA**November 2008 – April 2012**

Responsible for receiving all initial telephone, mail and general inquiries to the foundation; coordinating front reception activities, maintaining general office, back workroom, kitchen, and second-floor conference room appearances. Maintain Vice President/CFO calendar and provide support for VP daily; planning travel arrangements, documents, expense reports, assisting with preparations of board meetings and maintaining office organization. Arranging meetings and provide screening of all calls and appointments. Assist Grants Administration; provide Guidestar tax verification, scanning grant documents into Laserfiche, maintaining the grant files and update necessary changes to grants and files. Enter grants into GIFTS and maintain the integrity of the GIFTS database. Store, transfer and file grants into Laserfiche and storage maintaining the years required by retention schedule. Assist with accounts payable; obtaining signatures for outgoing checks scanned A/P into Laserfiche and filed all hard copies of A/P checks and backup. Support facilities management with tenant files and contracts.

SKILLS

Blackbaud Grantmaking, GIFTS, Guidestar, Laser Fiche 8.2, PeopleSoft, ADP, ADP training courses, Employers Group training courses, Windows 10, MS Excel, MS Word, Outlook, Ten-key by touch & sight In-house check printing systems, Typing WPM 75, Internet-savvy

EDUCATION

George Washington Preparatory High School, Los Angeles, California

California State University Sacramento, Sacramento, California

Contract Management Certificate Program

May 2013

Exhibit I - Resumes

KAYING HANG**EDUCATION**

- 1997 **Masters of Public Health**, Boston University School of Public Health, Boston, MA
1995 **Bachelor of Arts**, Brandeis University, Waltham, MA

WORK EXPERIENCE

Sierra Health Foundation **2013 – Present**

Vice President of Programs and Partnerships (June 2018 – present)

Director of Health Programs (Feb 2016-June 2018)

Senior Program Officer (May 2013-Feb 2016)

- Serves on the executive team for Sierra Health Foundation as the Vice President of Programs and Partnerships. In this role, Kaying is responsible for strategic program and partnership development, and oversees management of the foundation's programs and initiatives. She joined the foundation in 2013.

Sierra Health Foundation: Center for Health Program Management (The Center) **2013-Present**

Vice President of Programs and Partnerships (June 2018 – present)

Director of Health Programs (Feb 2016-June 2018)

Senior Program Officer (May 2013-Feb 2016)

- Serves on the executive team for The Center as the Vice President of Programs and Partnerships. In this role, Kaying is responsible for strategic program and partnership development, and oversees management of The Center's programs and initiatives. She joined The Center in 2013.

Grantmakers Concerned With Immigrants and Refugees **2011 – 2013**

Associate Director

- Serve as deputy to a national organization dedicated to supporting funders who support immigrant and refugee services across the country, specifically in the Pacific Northwest and South.
- Supervise mid-level staff and consultants, day-to-day operations including payroll and human resources.
- Co-create and implement a national strategic plan around citizenship for immigrants and refugees in targeted geographic areas.
- Develop strong, collaborative working relationships with funders and nonprofit leaders at the local, regional and national levels.
- Keep up to date with public policy issues and maintained relationships with key foundation members, affinity groups, public policy groups and immigrant rights organizations.
- Develop and will implement an organization-wide evaluation framework.
- Oversee the development and dissemination of relevant and educational products and services for members.
- Provide financial management and oversight.
- Develop, implement and monitor organization's budget and financials.

Otto Bremer Foundation, St. Paul, MN **2005-2011**

Senior Program Officer

- Conducted due diligence regarding grant requests, review of proposals, review of organizations' capacity and financial health, make funding recommendations, monitor grants, and assist with grantee communications.
- Researched and coordinated Trustees briefings on areas of interest such as natural disaster relief and mitigation (tornadoes and floods in the Red River Valley), rural health, avian flu, immigrant integration, and impact of the economy on nonprofits.
- Researched, developed, launched, managed, and evaluated a \$7.2 million emergency grants program, Bremer Emergency Fund, to provide emergency financial assistance to families and individuals struggling to provide basics such as food, housing, healthcare, and transportation.
- Researched and made recommendation on funding strategies for the 2009 North Dakota flood-relief planning and response.

Exhibit I - Resumes

- Represented the foundation on a variety of funders' collaboratives, including Funders for Strong Latinos Nonprofit Collaborative, a grant making initiative of Hispanics in Philanthropy, making grants to support emerging Latino nonprofit agencies with their capacity building activities; Central Corridor Funders, a Twin Cities-based funders' collaborative, focusing on the impacts of the local-light rail train and transit-oriented development; and Democracy Now, a funders' collaboration to promote civic engagement among nonprofits.
- Participated in the communications and dissemination of grantee learnings and annual strategic planning/policies.

Blue Cross and Blue Shield of Minnesota Foundation, Eagan, MN**2000-2005*****Program Officer/Senior Consultant***

- Researched and recommended specific funding approaches related to the foundation's broad funding priorities around social determinants of health, based on the identification of immigrant community needs and analysis of alternative approaches
- Reviewed inquiries and analyzed grant proposals. Coordinated proposal review with internal and external reviewers. Prepared written summaries, including recommendations for foundation board consideration
- Monitored the performance of active grants by conducting site visits, reviewing progress and final reports, and providing technical assistance as needed
- Participated in the internal and external communication of Blue Cross's community affairs strategies and activities, including foundation funding priorities, grants, and outcomes
- Initiated, developed, and maintained relationships with nonprofits, units of government, and businesses; work collaboratively in the development of community partnerships
- Assisted in the development and implementation of evaluation strategies

Refugee Health Program, Minnesota Department of Health, Minneapolis, MN**1996-2000*****State Refugee Health Coordinator***

- Directed program goals, activities, and budget of the statewide Refugee Health Program within the Division of Disease Prevention and Control
- Developed and evaluated information and recommended strategies to assess refugee health practices and policies throughout the state of Minnesota
- Collaborated with refugee community-based organizations, local county health departments, other states' agencies, and federal agencies, such as the Centers for Disease Control and Prevention, Office of Refugee Resettlement, Office of International and Refugee Health, and managed care organizations to assess the quality of health services provided to new refugees
- Assisted in the analysis and evaluation of health data for diverse refugee and immigrant communities including Tuberculosis, Hep B., vaccine preventable diseases, HIV/AIDS, malaria, parasitic infections, and other infectious diseases
- Developed and monitored grant contracts given to local public health agencies to augment refugee health services

Office of Refugee & Immigrant Health, Massachusetts Dept. of Public Health, Boston, MA**1996*****Assistant Regional Coordinator***

- Assisted with program goals and follow-up activities related to domestic health screening (within the Bureau of Communicable Diseases) of new refugee arrivals to the Boston area
- Assisted in the development of program publications (i.e., staff training manual)
- Coordinated continuous quality improvement and quality assurance activities as appropriate for health program planning and development

Medicaid Working Group, Boston University-School of Public Health, Boston, MA**1995*****Intern***

- Provided support for a demonstration project charged to review implications of managed Medicaid
- Assisted in the coordination of the first national managed Medicaid conference held in Washington, D.C.

Exhibit I - Resumes

Joan Kassis

PROFESSIONAL EXPERIENCE

5/2012 – Present **Sierra Health Foundation: Center for Health Program Management, Sacramento, California, Nonprofit 501(c)(3) Public Charity**

Director of Accounting and Administration; Controller

Built accounting systems, policies and procedures for new organization. Directed all accounting aspects of a public charity with over \$50 million in grants and contracts from government agencies and nonprofit organizations. Oversaw and managed preparation of monthly and quarterly financial statements and reports for management and board of directors. Partnered with executive team to create and manage annual operating budgets. Managed the preparation of annual 990 tax return. Established accounting processes for new grant applications and the financial monitoring and reporting of existing grants.

7/2009 – Present **Sierra Health Foundation, Sacramento, California, Nonprofit 501(c)(3) Private Foundation**

Director of Accounting and Administration; Controller

Directed all accounting aspects of a private foundation with over \$100 million in investments. Supervised up to 4 accounting and administrative staff. Oversaw the preparation of monthly and quarterly consolidated financial statements and reports for management and board of directors. Partnered with executive team to create and manage annual budgets. Managed compliance for over a \$1 million in federal grant funds. Successfully negotiated annual federal indirect cost rate. Administered property tax welfare exemption filings resulting in \$20,000 reduction in property taxes. Prepared and managed annual financial audit and federal single audit. Managed the preparation of annual 990PF tax return and annual 401(k) 5500 return. Managed annual property, liability and employee health insurance renewals.

4/2007 – 1/2009 **J4 Systems, Rocklin, California**

Controller and Operations Manager

Responsible for all aspects of accounting, purchasing, operations and human resources for a \$6 million computer technology company. Team leader and supervisor to 7 employees. Strategic, financial and administrative advisor to business owners and senior management team.

Exhibit I - Resumes

2/1984 – 10/2006 Capital Public Radio, Sacramento, California, Nonprofit**501(c)(3)Public Charity***Director of Accounting, Human Resources & Administration*

Participated in managerial and strategic roles in the growth of the organization from 1 public radio station, a \$500,000 operating budget and 10 employees to 7 public radio stations, a \$5 million operating budget and 50 employees. Served as financial services leader for 18 years, 1984 to 2002. Managed a multi-department budget resulting in an operating surplus almost every year. Directed all aspects of finance and accounting through financial statements. Prepared for annual financial audit and tax returns. Active participant on board finance committee. Negotiated property and facility services and contracts. Oversaw risk management and participated in strategic planning, capital projects and facility relocation. Managed all aspects of human resources from recruiting and hiring, employment policies, payroll, benefits and annual performance reviews.

EDUCATION

BS Business Administration Accountancy
California State University, Sacramento

COMPUTER EXPERIENCE

Microsoft Dynamics Great Plains, QuickBooks, Microsoft Dynamics Management Reporter, Crystal Report, FRx, Concur, Word, Excel, ADP, ADP Workforce Now, Paychex, PowerPoint

VOLUNTEER ACTIVITIES

Sacramento Steps Forward, Nonprofit Organization Committee
Public Broadcasting Management Association, Nonprofit Board & Conference Chair
Leukemia Society, Nonprofit Board Member
Leukemia Society, Team-In-Training ran 1993 Big Sur Marathon

Exhibit I - Resumes

Kimberly A. Yost, CPA**CAREER OBJECTIVE**

To obtain a Controller position with an organization that will utilize my 26 years of accounting and management skills to benefit mutual growth and success. I am particularly interested in working for an organization that fosters positive community outreach and support.

PROFESSIONAL EXPERIENCE

Sierra Health Foundation, Sacramento, CA

08/18 – current

Controller

Responsibilities include oversight of accounting staff and accounting processes, management of month, quarter and year end procedures, G/L account analysis, maintaining policies and internal controls, work with department staff to prepare annual budget and maintain budget in accounting system, bank and investment reconciliations, manage the department's audit and tax preparation, oversight of cash flow management, preparation of quarterly financial reports, manage payroll and employee benefit reconciliations.

Accounting & Consulting Services, Inc., Sacramento, CA

03/07 – 08/18

Owner

I provided accounting and related consulting services to clients in various industries with a focus on nonprofit organizations to include: writing comprehensive accounting policies and procedures manuals, creating accounting desk procedure manuals, reorganizing accounting departments to improve efficiencies, training staff in accounting functions and accounting software use, transitioning clients to new accounting software, implementing fixed asset systems, provided internal control testing, performed accounting reviews, oversight of accounting staff, month end accounting process, financial reporting, cash flow management, membership billing, grant reporting, audit preparation, oversight of audit fieldwork, and various tax reporting preparation, as well as holding a board treasurer position.

Gilbert Associates, Inc., Sacramento, CA

05/05 – 03/07

Senior Associate

Responsibilities included: In-charged and managed audits, reviews and compilations of multiple industries, specializing in non-profit and government agencies. Provided consulting services to include controllership and analysis of policy and procedures, accounting software, and implementation of grant requirements.

California Optometric Association, Sacramento, CA

11/98 – 04/05

Accounting and Human Resource Manager

Accounting responsibilities included: preparation of working papers and financial statements at month end and year end, G/L account analysis, bank and investment reconciliations, audit preparation, cash flow management, and other accounting responsibilities for multiple entities. Managed three accounting staff and was responsible for oversight of the accounting department. Human resource responsibilities included: managing payroll, employee benefits, update of employee handbook and manuals, employee recruiting, and managing all other aspects of human resources. Other responsibilities: development of registration process for two annual conference meetings of the Association.

Exhibit I - Resumes

Starstream Communications, Inc., Rocklin, CA

02/98 – 11/98

Accountant

Accounting responsibilities included: preparation of monthly financial statements, G/L account analysis, bank reconciliations, quarterly audits of payroll and capital accounts, month-end and year-end process. Other responsibilities: implementation and maintenance of inventory system.

PROFESSIONAL EXPERIENCE, continuedHardy Erich Brown & Wilson, Sacramento, CA

07/92 - 02/98

Administrative Assistant

05/96 - 02/98

Accounting responsibilities included: preparation of monthly financial statements, attorney statistics, bank reconciliations, payroll using ADP, and monthly journal entries. Worked in a team environment to prepare the annual budget, annual CPA review, and other accounting projects. Administrative duties included: maintenance of all aspects of employee personnel files, employee and retiree benefits, 401(K) transactions (i.e.: loans, withdrawals, reports, etc.), coordination of firm's marketing activities and maintenance of firm resume. Developed and produced multiple desk manuals for the accounting and administration departments.

Billing Clerk/Accounting Clerk

04/94 - 05/96

Responsibilities included: entire billing process, daily cash receipts, account collections, payroll using ADP, monthly statistics, operation of soft cost software, opened and updated client accounts in accounting system.

Accounting Clerk

07/92 - 04/94

Responsibilities included: accounts receivable, accounts payable, monthly statistic reports, and assistance to accounting manager with miscellaneous accounting projects.

COMPUTER SKILLS

Working knowledge of: Microsoft Word, Excel, Outlook, QuickBooks, CYMA Accounting software, Great Plains Accounting software, FRx Report Writer, IMIS Millennium, and Crystal Report Writer.

EDUCATION

California State University, Sacramento. Bachelor Degree, Accounting, Magna Cum Laude, Phi Kappa Phi, Beta Gamma Sigma. Graduated 2004.

American River College, Sacramento. Completed courses required for Bachelor Degree in Accounting.

Heald Business College. A.A.S. Degree, Accounting/Computer Applications Specialist. Graduated 1990.

PROFESSIONAL AFFILIATIONS

Certified Public Accountant License number 96191

Certificate Of Completion

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Subject: Please DocuSign: External Signatures (21-10295) Sierra Health Foundation Thank you.
Source Envelope:
Document Pages: 75
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EnvelopeId Stamping: Enabled
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Chet P. Hewitt
Cphewitt@sierrahealth.org
President/CEO
Security Level: Email, Account Authentication (None)

Signature

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2D5AE7C30F1A44D...
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ID: 9fd189d6-0ced-4580-a5bc-cd026a5f8954

Carrie Talbot
Carrie.Talbot@dhcs.ca.gov
Chief, Unit A, Contracts Services
Department of Health Care Services (CA DHCS)
Security Level: Email, Account Authentication (None)

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Christina Soares
christina.soares@dhcs.ca.gov
Chief, Contract Services Branch
Administration Division, Contract Services Branch
Security Level: Email, Account Authentication (None)



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Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign Kelley Dorning Kelley.Dorning@dhcs.ca.gov CD Asst. Division Chief DHCS Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	Sent: 9/16/2021 6:14:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign Robert Strom Robert.Strom@dhcs.ca.gov Chief, Contracts Section Department of Health Care Services Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	Sent: 9/16/2021 6:14:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign Lillian Wong Lillian.wong@dhcs.ca.gov Section Chief in CSB Department of Health Care Services (CA DHCS) Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	Sent: 9/16/2021 6:14:57 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2021 3:10:40 PM
Certified Delivered	Security Checked	9/16/2021 6:14:44 AM
Signing Complete	Security Checked	9/16/2021 6:14:51 AM
Completed	Security Checked	9/16/2021 6:14:57 AM
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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