

## STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

20-10185

AMENDMENT NUMBER

A1

Purchasing Authority Number

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

County of Mendocino

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement after this Amendment is:

\$21,146,000 (Twenty-One Million, One Hundred Forty-Six Thousand Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS

II. Purpose of amendment: This amendment modifies the terms and conditions as outlined in the original contract and increases Drug Medi-Cal Federal Share and State General funding in budget years 2 and 3 to account for Indian Health Care Provider claims within Mendocino County from October of 2021 to June 2023.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

(Continue on next page)

All other terms and conditions shall remain the same.

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.)

County of Mendocino

CONTRACTOR BUSINESS ADDRESS

1120 South Dora Street

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Jenine Miller

TITLE

BH Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

Jenine Miller

4AF632FA803245A...

DATE SIGNED

June 6, 2023

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-10185	A1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME  
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Robert Strom	Chief, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
<div>DocuSigned by: <i>Robert Strom</i></div>	June 6, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	WIC 14087.4

STD 213A Continuation Page

- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$17,495,500 and is amended to read ~~\$3,649,500 (Three Million, Six Hundred Forty-Nine Thousand, Five Hundred Dollars)~~ **\$21,146,000 (Twenty-One Million, One Hundred Forty-Six Thousand Dollars).**
- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit B, Attachment I – Funding Amounts (1 page)
- Exhibit B, Attachment I shall hereinafter be replaced with the above mentioned revised Exhibits included in this amendment A1.
- VI. All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF****DEPARTMENT FISCAL REVIEW:**

DocuSigned by:  
*Jenine Miller*  
 Jenine Miller, Psy.D. BHRS Director

DATE: June 6, 2023

Budgeted: ☐ Yes ☒ No

Budget Unit: 4012

Line Item: 825398

Grant: ☐ Yes ☒ No

Grant No.: NA

**COUNTY OF MENDOCINO**

DocuSigned by:  
*Glenn McGourty*  
 By: GLENN MCGOURTY, Chair  
 BOARD OF SUPERVISORS

Date: June 6, 2023

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

DocuSigned by:  
*Antle*  
 By: Deputy

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

DARCIE ANTLE, Clerk of said Board

DocuSigned by:  
*Antle*  
 By: Deputy

**INSURANCE REVIEW:**

DocuSigned by:  
*Heather Cornell Rose*  
 By: Risk Management

Date: June 1, 2023

**CONTRACTOR/COMPANY NAME:**

DocuSigned by:  
*Robert Strom*  
 By:

**NAME AND ADDRESS OF CONTRACTOR:**

ROBERT STROM, Chief  
 California Department of Health Care  
 Services  
 Contracts Division  
 1501 Capitol Avenue, Bldg 171  
 Sacramento, CA 95814  
 (916) 552-8006

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

DocuSigned by:  
*Charlotte Scott*  
 By: Deputy

Date: May 31, 2023

**EXECUTIVE OFFICE/FISCAL REVIEW:**

DocuSigned by:  
*Sara Pierce*  
 By: Deputy CEO or Designee

Date: June 1, 2023

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: ☐

Exhibit B, Attachment I  
Funding Amounts

Fiscal Year 2020-21	Funding Amount
	Original
<b>State General Funds (7/1/20 to 6/30/21)</b>	
Non Perinatal ODS Waiver SGF** (08)	135,000
Perinatal ODS Waiver SGF** (09)	15,000
Administration Costs & QA/UR SGF** (603)	19,000
<b>TOTAL</b>	169,000
<b>Drug Medi-Cal Federal Share (7/1/20 to 6/30/21)</b>	
Non Perinatal Federal Share (01)	900,000
Perinatal Federal Share (03)	100,000
Administration Costs & QA/UR (603)	47,500
<b>TOTAL</b>	1,047,500
<b>GRAND TOTAL</b>	1,216,500

<b>Original THREE-YEAR TOTAL</b>	3,649,500
<b>A01 THREE-YEAR TOTAL</b>	<b>21,146,000</b>

Fiscal Year 2021-22	Funding Amount
	Original
<b>State General Funds (7/1/21 to 6/30/22)</b>	
Non Perinatal ODS Waiver SGF** (08)	435,000
Perinatal ODS Waiver SGF** (09)	15,000
Administration Costs & QA/UR SGF** (603)	49,000
<b>TOTAL</b>	499,000
<b>Drug Medi-Cal Federal Share (7/1/21 to 6/30/22)</b>	
Non Perinatal Federal Share (01)	900,000
Perinatal Federal Share (03)	100,000
Administration Costs & QA/UR (603)	47,500
<b>TOTAL</b>	1,047,500
<b>GRAND TOTAL</b>	1,546,500

Fiscal Year 2022-23	Funding Amount
	Original
<b>State General Funds (7/1/22 to 6/30/23)</b>	
Non Perinatal ODS Waiver SGF** (08)	435,000
Perinatal ODS Waiver SGF** (09)	15,000
Administration Costs & QA/UR SGF** (603)	49,000
<b>TOTAL</b>	499,000
<b>Drug Medi-Cal Federal Share (7/1/22 to 6/30/23)</b>	
Non Perinatal Federal Share (01)	900,000
Perinatal Federal Share (03)	100,000
Administration Costs & QA/UR (603)	47,500
<b>TOTAL</b>	1,047,500
<b>GRAND TOTAL</b>	1,546,500

\*\* State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

STATE OF CALIFORNIA

**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**

DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES


OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Mendocino	94-6000520
By (Authorized Signature)	
<div>DocuSigned by:  4AF622FA932246A...</div>	
Printed Name and Title of Person Signing	
Jenine Miller                      BH Director	
Executed in the County of	Executed in the State of
Mendocino	CA
Date Executed	

June 6, 2023

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mendocino	94-6000520

By (Authorized Signature)

DocuSigned by:  
*Jenine Miller*  
4AF632FA803245A

Printed Name and Title of Person Signing

Jenine Miller

BH Director

Date Executed	Executed in the County of
June 6, 2023	Mendocino

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably



required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Certificate Of Completion**

Envelope Id: 9BBCE0A3A3A245F298DFAF4422F6C204

Status: Completed

Subject: Complete with DocuSign: 20-10185 A01 External Signatures.pdf - County of Mendocino

Source Envelope:

Document Pages: 10

Signatures: 12

Envelope Originator:

Certificate Pages: 6

Initials: 0

Raymond Ng

AutoNav: Enabled

1501 Capitol Ave

Enveloped Stamping: Enabled

Sacramento, CA 95814-5005

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Raymond.Ng@dhcs.ca.gov

IP Address: 158.96.4.13

**Record Tracking**

Status: Original

Holder: Raymond Ng

Location: DocuSign

5/24/2023 1:22:23 PM

Raymond.Ng@dhcs.ca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Department of Health Care Services (CA DHCS)

Location: DocuSign

**Signer Events**

Charlotte Scott

scottc@mendocinocounty.org

Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:



4C94F91E60A14BD...

**Timestamp**

Sent: 5/24/2023 3:25:43 PM

Viewed: 5/25/2023 11:40:54 AM

Signed: 5/31/2023 7:39:29 AM

Signature Adoption: Pre-selected Style

Using IP Address: 76.132.214.249

**Electronic Record and Signature Disclosure:**

Accepted: 5/25/2023 11:40:54 AM

ID: 7d7c0c54-98de-4acd-b627-e915a5375441

Sara Pierce

pierces@mendocinocounty.org

Security Level: Email, Account Authentication (None)

DocuSigned by:



B1E8B65F7C65481...

Sent: 5/31/2023 7:39:30 AM

Viewed: 6/1/2023 8:47:08 AM

Signed: 6/1/2023 8:47:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.228.203.194

**Electronic Record and Signature Disclosure:**

Accepted: 6/1/2023 8:47:08 AM

ID: 4bcef36b-b9e4-4cac-a2ba-983a36ab1e20

Heather Correll Rose

correllh@mendocinocounty.org

Risk Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:



2C6C228AE29A4D2...

Sent: 6/1/2023 8:47:56 AM

Viewed: 6/1/2023 1:17:32 PM

Signed: 6/1/2023 1:17:55 PM

Signature Adoption: Pre-selected Style

Using IP Address: 12.216.144.3

**Electronic Record and Signature Disclosure:**

Accepted: 6/1/2023 1:17:32 PM

ID: cc64a972-32ad-40db-a139-c2a6d5830d7d

Jenine Miller

millerje@mendocinocounty.org

BH Director

Security Level: Email, Account Authentication (None)

DocuSigned by:



4AF632FA803245A...

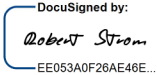

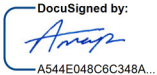
Sent: 6/1/2023 1:17:57 PM

Viewed: 6/6/2023 11:20:17 AM

Signed: 6/6/2023 11:21:53 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.228.203.194

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/6/2023 11:20:17 AM ID: fd6b9567-6ef3-4d7f-af04-94b6c5fd782b		
Robert Strom robert.strom@dhcs.ca.gov Chief, Contract Services Section Department of Health Care Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 158.96.4.13	Sent: 6/6/2023 11:21:55 AM Viewed: 6/6/2023 11:30:44 AM Signed: 6/6/2023 11:31:43 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Glenn McGourty mcgourtyg@mendocinocounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.228.203.194	Sent: 6/6/2023 11:31:45 AM Viewed: 6/6/2023 2:20:53 PM Signed: 6/6/2023 2:21:24 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/6/2023 2:20:53 PM ID: 4a390e46-95af-4324-97f6-cc2dc6aa7cd1		
Atlas Pearson pearsona@mendocinocounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 50.228.203.194	Sent: 6/6/2023 2:21:26 PM Viewed: 6/6/2023 2:59:26 PM Signed: 6/6/2023 2:59:52 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/6/2023 2:59:26 PM ID: d418f415-82d0-49f8-827b-7c335d034963		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Christina Soares christina.soares@dhcs.ca.gov Chief, Contracts Division Administration, Contracts Division Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/6/2023 2:59:54 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		



Carbon Copy Events	Status	Timestamp
Manpreet Singh Manpreet.Singh@dhcs.ca.gov Unit Chief Department of Health Care Services Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/6/2023 2:59:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2023 3:25:43 PM
Certified Delivered	Security Checked	6/6/2023 2:59:26 PM
Signing Complete	Security Checked	6/6/2023 2:59:52 PM
Completed	Security Checked	6/6/2023 2:59:54 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Department of Health Care Services (CA DHCS) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Department of Health Care Services (CA DHCS):**



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:

To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

**To advise Department of Health Care Services (CA DHCS) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Russ.Rogers@dhcs.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Department of Health Care Services (CA DHCS)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Department of Health Care Services (CA DHCS)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**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"><li>• Allow per session cookies</li></ul>

	<ul style="list-style-type: none"> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>
--	---

\*\* 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.

**Acknowledging your access and consent to receive materials electronically**

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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.