

AMENDED AND RESTATED SUBCONTRACT AGREEMENT

Subcontract ID:

Effective Date: **July 1, 2024**

Contractor: **ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)**
490-B Boston Post Road, Sudbury, MA 01776-3365
Tel: (978) 443-0055 ♦ Fax: (978) 261-1467

AHP Contracting Officer:

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Tel: 978-261-1425 (o) / cgalland@ahpnet.com

AHP Project Director:

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131 North El Molino, Suite 100, Pasadena, CA 91101
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AHP Direct Staff Contact:

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Subcontractor: County of Nevada ("NEVADA")
Address: 500 Crown Point Circle, ste 120, Grass Valley,
California 95945, United States
Phone: 530-470-2784
Project Contact: Brendan Phillips
Email address: brendan.phillips@nevadacountyca.gov

Prime Contract Identification: **Client: California Department of Health Care Services**
Agreement No.: 22-20456
Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program

Subcontract Type: Deliverable Based-Type Contract

Period of Performance: June 23, 2023, through June 30, 2027

Consideration/Budget: Professional Services NTE \$6,601,814.00

Billing Terms: Monthly Invoicing, per **Attachments C (SOW) and D (RATE SCHEDULE)**

Payment Terms: Payment remitted fifteen (15) business days after receipt of undisputed invoice.

Subcontract Cover Sheet

(This Page is not part of the Subcontract Agreement and is for Summary/Reference Purposes Only)

AMENDED AND RESTATED SUBCONTRACT AGREEMENT
20456-CA BHBH-NEVADA-01

THIS AMENDED AND RESTATED SUBCONTRACT AGREEMENT (the “A&R Subcontract”) is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at 490-B Boston Post Road, Sudbury, MA 01776, (“**AHP**” or the “Contractor”), and **COUNTY OF NEVADA**, with offices at 500 Crown Point Circle, ste 120, Grass Valley, California 95945, United States (“**NEVADA**” or the “Subcontractor” or “County ‘Behavioral Health Agency’” or “County BHA,” also referred to as a “BHA” and, individually a Party and together with AHP, collectively the “Parties”).

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”), to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022) and subsequently Senate Bill (SB) 101 (Skinner, Chapter 12, Statutes of 2023), as further amended by Senate Bill (SB) 108 (Wiener, Chapter 35, Statutes of 2024) that provided funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to demonstrate how the BHA will reach these underserved client populations that are in need of supportive services;

WHEREAS BHBH Program funding is divided among multiple funding rounds all predicated upon the issuance of a Request for Applications (RFA) and this A&R Subcontract is for Round 3 funding which will be awarded through multiple tracks (each a “BHBH Program Plan”);

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the “Contract” or “Prime Contract,” to serve as the administrative entity supporting the implementation of the BHBH Program and to provide general project training and technical assistance (TTA) throughout the life of the BHA’s BHBH Program Plan; and

WHEREAS AHP and Subcontractor have entered into that certain Subcontract Agreement, dated June 23, 2023, as amended and modified to date (the “Subcontract”); and

WHEREAS AHP and Subcontractor desire and have agreed to further amend and modify the Subcontract and enter into this A&R Subcontract **20456-CA BHBH-NEVADA-01** to assist in the further implementation of the BHBH Program Plan of Subcontractor,

and Subcontractor desires to further pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

This A&R Subcontract (including all its attachments beginning at page 25 of this A&R Subcontract ("Attachments")), constitutes the entire agreement and understanding between the Parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the Parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this A&R Subcontract, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments and Exhibits to this A&R Subcontract.

IN WITNESS THEREOF, the Parties hereto have executed this A&R Subcontract by their duly authorized respective officers as of the day and year last written below.

**ADVOCATES FOR HUMAN POTENTIAL,
INC.**

COUNTY OF NEVADA

By: _____
(Signature)

By: _____
(Signature)

Name: CHARLES GALLAND
(Printed Name)

Name: _____
(Printed Name)

Title: General Counsel

Title: _____

Date: _____

Date: _____

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SECTION 1. PRIVACY OF CONTRACT

This A&R Subcontract is funded in whole with funds from the State of California Department of Health Care Services (“DHCS” or “Client”) through DHCS’s BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this A&R Subcontract or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this A&R Subcontract, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Agreement**. Subcontractor’s account system must be capable of allocating and segregating costs applicable to this A&R Subcontract.

2.2 Funding

All amounts under this A&R Subcontract reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor’s Statement of Work, specified in **Attachment C** (“SOW”), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** (“Rate Schedule”).

This A&R Subcontract is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to the entering into this A&R Subcontract or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this A&R Subcontract or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this A&R Subcontract.

2.3 Subcontractor’s Application This A&R Subcontract hereby incorporates by reference, the Request for Applications for Round 1 and this Round 3 (collectively, the “RFA”), Subcontractor’s applications in response to the RFA (collectively, the “Application”) and, pursuant to the RFA and Application, Subcontractor’s BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor’s DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this A&R Subcontract are NOT TO EXCEED (NTE) **SIX MILLION, SIX HUNDRED ONE THOUSAND, EIGHT HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$6,601,814.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period as of June 23, 2023, **through** June 30, 2027, unless sooner terminated in accordance with the terms of this A&R Subcontract. Any extensions to the period of performance will be supported by a written modification to the A&R Subcontract, and any changes or additions to the A&R Subcontract's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline and budget modifications, shall only be accepted by written request to AHP and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full subcontracted amount, DHCS reserves the right to terminate this A&R Subcontract in accordance with Section 8 and redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of the work that is subcontracted for pursuant to this A&R Subcontract, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) of and such actual or potential or threatened delays in the work that is subcontracted for pursuant to this A&R Subcontract.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this A&R Subcontract.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road
Sudbury, MA 01776

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and Payment Plan as addendum for this A&R Subcontract. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and forwarded to and approved by DHCS. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP in accordance with the notice provisions of this A&R Subcontract. Any approved amended BHBH Program Plan shall be incorporated into this A&R Subcontract upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

- a) This A&R Subcontract is entered under the authority of and in furtherance of the BHBH Program and the appropriate date of issuance of the RFA by DHCS and the Subcontractor's Application. In addition, this A&R Subcontract hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has been relied upon by AHP.
- b) BHBH Program Funding is divided among multiple RFAs, this Round 3 of funding, shall only be available for any county BHA with its Subcontract that has been executed prior to April 10, 2024. These eligible county BHAs may receive bonus points for partnering with Tribal entities and/or serving people from non-funded BHBH counties.
- c) Available maximum funding will be awarded for two tracks based on county size, as outlined below:
 - i. **Track 1: BHBH Program Operations.** Shelter, interim housing, rental assistance programs and/or auxiliary funding for assisted living, and housing navigation (Note: Up to five (5) percent may be spent on outreach and engagement). The range of funding by county size is from up to **One Million Five Hundred Thousand Dollars (\$1.5 million)** to up to **Fifty-Five Million Dollars (\$55 million)**.

- ii. **Track 2: Start-Up Infrastructure.** The purchase and renovation of existing structures. Eligible county BHAs must include a Track 1 application to support operations of the Track 2 project. Range of funding by county size is from up to **One Million Five Hundred Thousand Dollars (\$1.5 million)** to up to **Fourteen Million Dollars (\$14 million)**.

See Exhibit C to **Attachment C** for Funding Distribution and List of Counties by Size.

- d) For purposes of BHBH Program Operations, “bridge housing” is defined as short- and mid-term residential options that serve as a bridge to longer-term housing. All bridge housing settings must include supportive services for residents to use voluntarily. In addition, bridge housing must meet the Emergency Solutions Grants (ESG) Program interim rule that establishes minimum standards for safety, sanitation, and privacy in emergency shelters funds with ESG, and minimum habitability standards for permanent housing funded under the Rapid Re-housing and Homelessness Prevention components of ESG. 24 CFR 576.403. Also, when possible and as applicable, Continuums of Care (CoC) Housing Quality Standards (HQS). Section 578.75(b). A county BHA (and their partners) may provide bridge housing through any of several methods, including directly operating or contracting for shelter/interim housing beds, providing short- or mid-term rental assistance, or offering auxiliary funding in assisted living as well as housing navigation services, and up to 5 percent (5%) may be spent on outreach and engagement. BHBH programs must be developed in a manner that allows for choice, enables people to stay in their “home” communities, and provides for community integration in accordance with all applicable federal and state regulations. **See Attachment C: Allowable BHBH Program Activities in the RFA – Track 1: Bridge Housing Operations incorporated herein in its entirety and made a part hereof.**
- e) BHBH Program funding may be used for bridge housing infrastructure start-up costs and to make facilities more available to individuals with serious behavioral health conditions. All bridge housing start-up infrastructure shall be limited to Seventy-five Thousand Dollars (\$75,000) per bed and must be complete, and beds made available within one (1) year of execution of this A&R Subcontract. This one-year timeline may only be extended by DHCS (but DHCS is under no obligation to extend) in accordance with the provisions of Section 1.6 of **Attachment F**. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline. BHBH Program funding is not intended to fully support the construction of new bridge housing facilities and a county BHA may use other funds in conjunction with those of the BHBH Program. BHBH Program Plans should use best practices, including addressing people’s needs for privacy, pets, possessions, parking, and the specialized accommodations that individuals with serious behavioral health conditions may need.
- f) If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real property, then Subcontractor shall obtain the

preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership, executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP. A county BHA is encouraged to explore innovative models using existing real estate that can be leases or quickly converted to new BHBH Program settings. **See Attachment C: Allowable BHBH Program Activities in the RFA - Track 2: Bridge Housing Start-Up Infrastructure (Maximum of \$75,000/Bed) incorporated herein in its entirety and made a part hereof.**

- g) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this A&R Subcontract, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to DHCS upon completion of its BHBH Program Plan.
- h) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the award, the Subcontractor shall provide a financial plan, to AHP for review for an increase to its Program costs within thirty (30) days of having to pay for the additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.
- i) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.
- j) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this A&R Subcontract, and the BHBH Program requirements.
- k) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.
- l) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this A&R Subcontract are fully satisfied throughout the term of this A&R Subcontract. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

- m) The BHBH Program funding may not supplant existing federal, state, or county funds used to provide housing or services, including through Medi-Cal (including Enhanced Care Management, Targeted Case Management, and Community Supports), programs funded under the Behavioral Health Services Act, federally funded programs, or other state or local programs.
- n) County BHAs are encouraged to collaborate, where feasible, with neighboring counties' agencies, as well as with area CoCs and other agencies that address homelessness. Counties may work directly with Tribal entities and with other county BHAs to create regional models.

SECTION 5. SUBCONTRACTOR TRAVEL

- a) Travel is authorized under this Subcontract Agreement.
- b) Travel is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B**.

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this A&R Subcontract, or otherwise change any terms and conditions of this A&R Subcontract:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

The following individual(s) is/are designated for purposes of administering the contractual progress of the A&R Subcontract, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact:
Sabrina Nansteel-Bunt, Project Director
131 North El Molino, Suite 100
Pasadena, CA 91101
Tel: 323-924-8250 (o) / snansteel@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this A&R Subcontract:

Name/Title

Email/Phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this A&R Subcontract:

Name/Title

Email/Phone

6.3 Compensation, Billing Instructions, and Payment

- a) This is a Deliverables Based A&R Subcontract agreement, with a not to exceed ("NTE") amount of SIX MILLION, SIX HUNDRED ONE THOUSAND, EIGHT HUNDRED FOURTEEN DOLLARS AND ZERO CENTS **(\$6,601,814.00)**. Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract that AHP is subject to and has conveyed through this A&R Subcontract.
- b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
- i. Subcontractor's Name
 - ii. Subcontractor's TIN/EIN
 - iii. A&R Subcontract ID: **20456-CA BHBH-NEVADA-01**
 - iv. Invoice No.
 - v. Invoice Date
 - vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
 - vii. Amount Due on the Invoice.
 - viii. Other substantiating documentation or information as may be requested by AHP.
 - ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the A&R Subcontract between the Parties."

- x. Name/title/telephone number of the person to contact in case of questions about the invoice.
 - xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.
- c) The cost of overnight or courier delivery of invoices are not reimbursable under this A&R Subcontract.
- d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director or assigned AHP Staff has reviewed, accepted, and signed the Invoice***), payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.
- e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this A&R Subcontract, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the A&R Subcontract immediately upon written notice.
- f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.
- g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this A&R Subcontract. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS.
- h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:
- i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or
 - ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in **Attachment C**. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the A&R

Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this A&R Subcontract and will provide all documentation necessary for a timely closeout of this A&R Subcontract including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this A&R Subcontract.

SECTION 7: CHANGES AND MODIFICATIONS

- a) AHP may at any time make unilateral changes, within the general scope of this A&R Subcontract, in the definition, time of performance, or quantity of services to be performed; provided however, any determination made by AHP shall not impose a substantial burden on the Subcontractor.
- b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this A&R Subcontract, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this A&R Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this A&R Subcontract.
- c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this A&R Subcontract entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.
- d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.
- e) The foregoing notwithstanding, should either Party desire during the term of this A&R Subcontract to change or modify a term, such changes or modifications shall be

proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of this Section 7.

SECTION 8: CANCELLATION / TERMINATION

- a) AHP may terminate this A&R Subcontract upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, any breach under this A&R Subcontract remains uncured per the provisions hereunder and/or AHP is directed by DHCS to terminate this A&R Subcontract.
- b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this A&R Subcontract 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. Upon termination of this A&R Subcontract for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this A&R Subcontract.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

- 9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this A&R Subcontract.
- 9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.
- 9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this A&R Subcontract, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.
- 9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this A&R Subcontract and have all of the rights set forth in Section 8, above, and within the entirety of this A&R Subcontract.
- 9.5 Upon AHP's request or upon a determination of DHCS,' Subcontractor shall allow DHCS and AHP to review Subcontractor's records to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this A&R Subcontract and this Section 10.1 is not intended to limit or reduce such requirements previously set forth in this A&R Subcontract or as further provided hereinafter.

10.2 Monitoring and Site Inspection

- a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this A&R Subcontract. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b) AHP and/or DHCS may conduct reviews of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of funds.
- c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this A&R Subcontract and will be a sufficient basis to terminate this A&R Subcontract for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this A&R Subcontract, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 12: INDEMNIFICATION

- a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their respective officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:
- i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
 - ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
 - iii. The failure to maintain the insurance policies required by this A&R Subcontract, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this A&R Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
 - iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
 - v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
 - vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this A&R Subcontract, provided the Subcontractor is reasonably notified of such claims and proceedings; and
 - vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this A&R Subcontract.
- b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this A&R Subcontract.
- c) This indemnification shall survive the expiration or termination of the A&R Subcontract.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this A&R Subcontract that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association

("AAA"). The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in County of Nevada, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

Check-the-Box if Subcontractor is electing to institute a legal action or other court proceeding with respect to any dispute arising out of, or relating to, this A&R Subcontract that is not resolved by the good faith efforts of the Parties (herein, the "Dispute"). Upon such election, the Dispute shall be adjudicated in any court of competent jurisdiction over the matter in County of Nevada, California. The prevailing party in a final, non-appealable judgment regarding the Dispute is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and reasonable attorneys' fees, the amount of which shall be determined by the court, in the event the Parties are unable to agree.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this A&R Subcontract or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the A&R Subcontract.

- a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this A&R Subcontract, AHP may impose additional conditions on the Subcontractor, including:
 - i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period;
 - ii. Requiring additional or more detailed financial reports;
 - iii. Requiring technical or management assistance; and/or
 - iv. Establishing additional prior approvals.

- b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor;
 - ii. Disallow all or part of the cost of the activity or action not in compliance;

- iii. Wholly or partly suspend the A&R Subcontract activities or terminate the A&R Subcontract;
- iv. Withhold further agreements; and/or
- v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this A&R Subcontract, Subcontractor makes the following Representations and Certifications:

- a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this A&R Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this A&R Subcontract.
- b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.
- c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- e) Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this A&R Subcontract shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act, and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.
- f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this A&R Subcontract to comply with the provisions of this A&R Subcontract and with all federal, state, and local laws and regulations in connection with this work.

- g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- h) Age Discrimination Act of 1975, as amended (42 U.S.C Section 6101-6107, 45 CFR Part 90): Subcontractor agrees to prohibit discrimination on the basis of age.
- i) Section 1557 of the Affordable Care Act: Subcontractor agrees to prohibit discrimination on the basis of race, color, national origin, sex, age, or disability in a health program or activity.
- j) Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended, and (2 CFR Part 175): Subcontractor acknowledges the termination of certain grants, contracts and other agreements shall be conditioned on, and subject to termination for, engaging in, use labor recruiters, brokers, or other agents for sex trafficking.
- k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended: Subcontractor agrees to adhere to the comprehensive federal laws that regulate all sources of air emissions and discharges of pollutants into the waters of the United States and regulate quality standards for both.
- l) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor 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 office 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 Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
- m) Confidentiality of Substance Use Disorder Patient Records(42 CFR Part 2, Subparts A-E): The Subcontractor shall comply with the regulation set forth in (42 CFR Part 2, Subparts A-E), including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

- a) The Subcontractor shall retain all financial records for up to five (5) years, supporting documents, statistical records, and all other pertinent records in accordance with (45 CFR Section 75.361).
- b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the

Subcontractor'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 Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this A&R Subcontract.
- b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this A&R Subcontract to permit a determination of expense allowability.
- c) If the allowability or appropriateness of an expense cannot be determined by AHP 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 AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

- a) Subcontractor 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 AHP by one of the following options:
 - i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
 - ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP 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 California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.
- d) If the Subcontractor 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 Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed

expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: INSURANCE REQUIREMENTS

a) General Provisions.

Subcontractor shall continuously maintain for the duration of this A&R Subcontract, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the state law where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Subcontractor must furnish to AHP a Certificate of Insurance (COI) 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 Subcontractor. The commercial general liability insurance policy shall cover 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 to each insured against whom a claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this A&R Subcontract.
- Any other insurance appropriate and sufficient in type and amount to cover any other insurable risk and liabilities under this A&R Subcontract

b) Specific Requirements

- i. The Subcontractor, by signing this A&R Subcontract, 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 BHBH Program Plan funds under the terms of this A&R Subcontract, to the Subcontractor and/or its subcontractor.
- ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.

- iii. The Subcontractor and/or its 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 A&R Subcontract or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.
- iv. The Subcontractor and/or its 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 A&R Subcontract, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - a. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS;
 - b. AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this A&R Subcontract and any extension or continuation of this A&R Subcontract;
 - c. The insurance carrier shall notify AHP, in writing, of the Subcontractor'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 the A&R Subcontract number for which the insurance was obtained;
 - d. The Subcontractor and/or its 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 Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this A&R Subcontract. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval; and
 - e. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times, AHP or DHCS may, in addition to any other remedies it may have, terminate this A&R Subcontract upon the occurrence of such event.
- vi. The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 16 or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of

any claim or liability resulting from the failure of the Subcontractor to maintain the insurance required by this Section.

c) Commercial General Liability

- i. The Subcontractor must furnish to AHP either a certificate of insurance stating that Commercial general liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate limit of Five Million Dollars (\$5,000,000) for bodily injury and property damage liability combined or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.
- ii. The Subcontractor's required limits may be satisfied through a combination of general liability and umbrella or excess liability policies of coverage.
- iii. The commercial general liability insurance policy shall cover liabilities arising out of premises, independent contractors, products, completed operations, ongoing operations, personal and advertising injury, and liability assumed under an insured agreement.
- iv. The commercial general liability insurance shall apply to each insured against whom a claim is made, or a suit is brought, subject to the Subcontractor's limit of liability. If the scope of services involves one-on-one activities with minors, such policy shall also include or not exclude sexual assault and misconduct coverage
- v. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, 16g, and 16h also apply to Commercial General Liability insurance.

d) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this A&R Subcontract. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 16e, 16f, 16g, and 16h also apply to Pollution Liability insurance.

- e) The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this A&R Subcontract. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

- f) The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
 - a. The insurer will not cancel the insured's coverage without giving thirty (30) days prior written notice to AHP and/or DHCS; and
 - b. 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 A&R Subcontract.
- g) The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this A&R Subcontract. In the event said insurance coverage expires at any time or times during the term of this A&R Subcontract, the Subcontractor agrees to provide, at least thirty (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 this A&R Subcontract or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this A&R Subcontract for failure to comply with the insurance requirements of this A&R Subcontract.
- h) AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.
- i) Self-Insured Insurance Requirements:

(Applicable to agreements where Subcontractor has "Checked-the-Box" as self-insuring and subsections a through h, above, are inapplicable.)

Subcontractor acknowledges and certifies that it is covered by and shall maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan. Subcontractor hereby agrees to provide AHP in writing with a current letter addressed to AHP that states that Subcontractor, as a county in the State of California ("California"), is self-insured under the California Government Code Section 990.4 for the lines of insurance coverage enumerated in and in the amounts required under the A&R Subcontract for the period of performance set

forth in the A&R Subcontract (the "Insurance Certification"). In addition, the Insurance Certification shall provide that AHP and DHCS are treated as "additional insured" under the self-insured insurance requirements of this Section 18(i) of the A&R Subcontract.

The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 18(i) or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of the Subcontractor to maintain the insurance required by this Section.

SECTION 19: MERGER CLAUSE

Effective as of the date hereof, this A&R Subcontract contains the complete, full, and exclusive understanding of the Parties as to its subject matter and shall, on such date, supersede any prior agreements between the Parties. Any amendments to this A&R Subcontract shall be effective and binding on the Parties only if any such amendments are in writing and signed by each Party.

SECTION 20: BEST EFFORTS

During the term of this A&R Subcontract, Subcontractor shall use **Best Efforts** in order to satisfy all the requirements of the Work to be performed under this A&R Subcontract, **Attachment C**, and the BHBH Program Plan.

THIS A&R SUBCONTRACT CONSISTS OF TWENTY-FOUR (24) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW ON PAGE 25 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 26 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HEREBY INCORPORATED INTO THIS A&R SUBCONTRACT.

**[BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK;
LIST OF ATTACHMENTS BEGINS ON PAGE 25]**

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of Pages</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	20
Attachment C – New and Revised Statement of Work	1
Attachment C – Funding Distribution	
Attachment D – New and Revised Rate Schedule	
Attachment E – Intentionally Left Blank	
Attachment F – Special Real Estate Requirements	
Exhibit F – Special Real Estate Requirements Affirmation – Round 3	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	

ATTACHMENT A-STANDARD A&R SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this A&R Subcontract

Independent Contractor: Subcontractor is engaged as an independent contractor, and this A&R Subcontract shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this A&R Subcontract, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

No Assignment: This A&R Subcontract, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, *or authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.

Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this A&R Subcontract may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this A&R Subcontract.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, in electronic form or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations.

Publicity: Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this A&R Subcontract.

Restrictions on Hiring: During the period of this A&R Subcontract, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.

Validity and Waiver: The invalidity in whole or in part of any provision of this A&R Subcontract shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this A&R Subcontract shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.

Counterparts/CUETA/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The California Uniform Electronic Transaction Act ("CUETA"), authorizes use of electronic signature for transactions and contracts in the state of California, including a government agency. Under California law, an "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (See, CUETA Sections 1633.1 to 1633.17). The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this A&R Subcontract.

Binding Effect: This A&R Subcontract shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this **Attachment B**. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment B** shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement
2. Site Inspection
3. Intellectual Property Rights
4. Intentionally left blank
5. Confidentiality of Information
6. Documents, Publications and Written Reports
7. Subcontract Requirements
8. Intentionally left blank
9. Performance Evaluation
10. Progress Reports or Meetings
11. Progress Payment Withholds
12. Intentionally left blank
13. Legal Services Contract Requirements
14. Four-Digit Date Compliance
15. Prohibited Use of State Funds for Software
16. Intentionally left blank

17. Procurement Rules
18. Equipment/Property Ownership / Inventory / Disposition
19. Intentionally left blank
20. Suspension or Stop Work Notification
21. Public Communications
22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this A&R Subcontract shall, unless otherwise specified in this A&R Subcontract, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the A&R Subcontract, the new rates shall apply upon their effective date and no amendment to this A&R Subcontract shall be necessary.

Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. 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.

2. Site Inspection

The State, DHCS or AHP, 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 Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their 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.

3. Intellectual Property Rights

a) Ownership

- i. 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 Subcontractor or DHCS and which result directly or indirectly from this A&R Subcontract.
- ii. For the purposes of this A&R Subcontract, 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.
- iii. 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.
- iv. In the performance of this A&R Subcontract, Subcontractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this A&R Subcontract. Subcontractor may only access and utilize DHCS' Intellectual Property now existing or hereafter existing with the prior written permission of DHCS.
- v. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.
- vi. If during the term of this A&R Subcontract, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

- vii. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this A&R Subcontract, Subcontractor shall require the terms of these agreement(s) to include all Intellectual Property provisions set forth in this A&R Subcontract.

b) License Rights

Subcontractor 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 Subcontractor'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 A&R Subcontract, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

c) Copyright

- i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor, its employees, or an individual that has entered into an agreement with Subcontractor in connection with Subcontractor's performance of this A&R Subcontract shall be deemed "works made for hire."
- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this A&R Subcontract that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this A&R Subcontract, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2024, 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) Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this A&R Subcontract shall not be dependent upon or include any Intellectual Property of third party without first: (i) obtaining AHP and DHCS' prior written approval; Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

e) Intellectual Property Indemnity

- i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, (collectively herein, the "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 Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) 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 Subcontractor or DHCS and which result directly or indirectly from this A&R Subcontract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this A&R Subcontract. DHCS reserves the right to participate in and/or control, any such infringement action brought against DHCS.

- ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this A&R Subcontract become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this A&R Subcontract at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel in any such claim or action. In the defense or settlement of the claim, Subcontractor 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 A&R Subcontract, without restriction or limitation of any other rights and remedies available at law or in equity
- iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 3 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or 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.

f) 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 A&R Subcontract; 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.

g) Survival

The provisions set forth herein shall survive any termination or expiration of this A&R Subcontract or any project schedule.

4. Intentionally left blank

5. Confidentiality of Information

- a) The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this A&R Subcontract or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this A&R Subcontract, except for statistical information not identifying any such person.
- b) The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this A&R Subcontract.
- c) The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP all requests for disclosure of such identifying information not emanating from the client or person.
- d) The Subcontractor shall not disclose, except as otherwise specifically permitted by this A&R Subcontract or authorized by the client, any such identifying information to anyone other than AHP and/or DHCS without prior written authorization from the AHP, 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 A&R Subcontract or incorporated into this A&R Subcontract by reference.

- g) The foregoing notwithstanding, to the extent that the requirements set forth in (a) through (f), above, directly conflict with any federal or state law to which the Subcontractor is subject to, then such federal or state law shall apply.

6. 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 contract communications) prepared as a requirement of this A&R Subcontract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts 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.

7. 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 Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph d, herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three (3) bids or justify a sole source award.
- b) The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost.
- c) DHCS may identify the information needed to fulfill this requirement.
- d) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- i. A local governmental entity or the federal government,
 - ii. A State college or State university from any State,
 - iii. A Joint Powers Authority,
 - iv. An auxiliary organization of a California State University or a California Community college,
 - v. A foundation organized to support the Board of Governors of the California Community Colleges,
 - vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - vii. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract

- award negotiations,
- viii. 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](#),
 - ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal, and
 - x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- e) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (d)(i) through (x), above, DHCS shall:
- i. Obtain approval from the Department of General Services to use said subcontracts, or
 - ii. If applicable, obtain a certification from the Contractor indicating that each of the lower-tiered subcontractors was selected pursuant to a competitive bidding process requiring at least three (3) bids from responsible bidders, or
 - iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- f) When the conditions of subparagraph (a) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (d) of [Provision 7](#) herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- g) AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors/consultants and with advance written notice, require the substitution of subcontractors/consultants and require the Subcontractor to terminate subcontracts/agreements entered into in support of this A&R Subcontract.
- h) Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP and DHCS.
- i) INTENTIONALLY OMITTED.

- j) INTENTIONALLY OMITTED.
- k) Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- l) Subcontractor shall maintain a copy of each subcontract entered into in support of this A&R Subcontract and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- m) DHCS assumes no responsibility for the payment of Subcontractor's subcontractors/consultants used in the performance of the A&R Subcontract. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this A&R Subcontract.
- n) The Subcontractor is responsible for all performance requirements under this A&R Subcontract even though performance may be carried out through a subcontract.
- o) When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this A&R Subcontract.
- p) Budget detail format and submission requirements will be determined by DHCS.
- q) Methods of including budget detail in this A&R Subcontract, if applicable, will be determined by DHCS.
- r) Any lower-tiered subcontractors/consultants budget detail displayed in this A&R Subcontract, or incorporated by reference, is included for information purposes only. Changes to a lower-tiered subcontractor's identity or budget detail shall not require the processing of a formal amendment to this A&R Subcontract.
- s) The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this A&R Subcontract.
- t) The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"Subcontractor agrees to maintain and preserve, until three (3) years after termination of (A&R Subcontract Number) and final payment from DHCS to the Subcontractor, 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."

- u) Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this A&R Subcontract.
- v) Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 11, 17, 18, 20, and/or other numbered provisions herein that are deemed applicable.

8. Intentionally left blank

9. Performance Evaluation

(Applicable only to consultant service agreements.)

- a) The Subcontractor's performance under this A&R Subcontract shall be evaluated at the conclusion of the term of this A&R Subcontract. The evaluation shall include, but not be limited to:
 - i. Whether the contracted work or services were completed as specified in the A&R Subcontract and reasons for and amount of any cost overruns.
 - ii. Whether the contracted work or services met the quality standards specified in the A&R Subcontract.
 - iii. Whether the Subcontractor fulfilled all requirements of the A&R Subcontract.
- b) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
- c) The evaluation of the Subcontractor may be subject to public disclosure and the Subcontractor has no right to assume that such information shall be kept confidential.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

- a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the BHBH Program 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 A&R Subcontract and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this A&R Subcontract, Subcontractor shall submit a comprehensive final report.

11. Progress Payment Withholds

- a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the A&R Subcontract. In the aggregate, progress payments may not exceed ninety percent (90%) of the total agreement amount, regardless of agreement length.
- b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
 - a. For services and costs associated with subcontractor and/or lower-tiered subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the A&R Subcontract.
 - b. For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
 - c. For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

c) Release of Amounts Withheld:

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of AHP and/or DHCS.

d) Payment Requests Excluded from the 10 Percent (10%) Withhold:

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.) The Subcontractor shall:

- a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
- b) Adhere to litigation plans designated by AHP and/or DHCS.
- c) Adhere to case phasing of activities designated by AHP and/or DHCS.
- d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.

- e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
- f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

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

- a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "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.
- b) This warranty and representation is subject to the warranty terms and conditions of this A&R Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

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

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan funds will not be used in the performance of this A&R Subcontract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Intentionally left blank

17. Procurement Rules

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

- a) Equipment/Property definitions:

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

- i. **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 AHP and/or DHCS or the cost is reimbursed through this A&R Subcontract.

Software and videos are examples of intangible items that meet this definition.

ii. **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 AHP and/or DHCS or the cost is reimbursed through this A&R Subcontract.

- 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 A&R Subcontract.
- c) Left intentionally blank.
- d) Left intentionally blank.
- e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this A&S Subcontract.
- f) The Subcontractor and/or lower-tiered 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 A&R Subcontract. AHP and/or DHCS reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered subcontractor at any time.
- g) For all purchases, the Subcontractor and/or lower-tiered its 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 Subcontractor and/or lower-tiered its subcontractor for inspection or audit.
- h) AHP and/or 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 subparagraph b of this Section 17 by giving the Subcontractor no less than thirty (30) calendar days written notice.

18. 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 A&R Subcontract.)

- a) Wherever the term equipment and/or property is used in Section 18, the definitions

in Paragraph a of Section 17 shall apply.

- b) Unless otherwise stipulated in this A&R Subcontract, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this A&R Subcontract shall be considered state equipment and the property of DHCS and/or the State of California.

- i. Reporting of Equipment/Property Receipt

- (a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this A&R Subcontract.
- (b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this A&R Subcontract, Subcontractor shall request a copy from the AHP or DHCS.

- ii. Annual Equipment/Property Inventory

- (a) If the Subcontractor enters an A&R Subcontract agreement with a term of more than twelve (12) months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this A&R Subcontract, Subcontractor shall request a copy from AHP. Subcontractor shall:
 - (1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants);
 - (2) Submit the inventory report to AHP; and
 - (3) Contact AHP 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 AHP.
- (b) Title to any 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, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- (d) The Subcontractor and/or its 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, AHP or DHCS may require the Subcontractor and/or its subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. Subcontractor and/or its subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.
 - (2) Unless otherwise stipulated by this A&R Subcontract, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this A&R Subcontract, shall only be used for performance of this A&R Subcontract or another DHCS agreement.
- (e) Within sixty (60) calendar days prior to the termination or end of this A&R Subcontract, the Subcontractor shall provide a final inventory report of equipment and/or property to the AHP and AHP shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable, and according to DHCS and/or the State, as applicable instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this A&R Subcontract, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

c) Motor Vehicles

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

- i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this A&R Subcontract, within thirty (30) calendar days prior to the termination or end of this A&R Subcontract, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.
- ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this A&R Subcontract, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this A&R Subcontract.
- iii. The Subcontractor and/or its subcontractor agree that all operators of motor

vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this A&R Subcontract, 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.

- iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this A&R Subcontract, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in Section 18 is in effect during the term of this A&R Subcontract or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.
- v. The requirements specified in Section 18, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this A&R Subcontract.

19. Left intentionally blank

20. Suspension or Stop Work Notification

- a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this A&R Subcontract. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this A&R Subcontract.
- b) AHP or DHCS will make reasonable efforts to ensure that any suspension and/or stop is narrowly tailored to address whatever concern that caused the suspension.
 - i. 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 thirty (30) working days of the verbal notification.
 - ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.
- c) Upon receipt of a suspension or stop work notification, the Subcontractor 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.
- d) Within ninety (90) days of the issuance of a suspension or stop work notification, DHCS through AHP pursuant to BHBH Program Plan funds shall either:

- i. Cancel, extend, or modify the suspension or stop work notification; or
 - ii. Terminate the A&R Subcontract as provided for in the Cancellation / Termination clause of the A&R Subcontract.
- e) 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 Subcontractor may resume work only upon written concurrence of funding from the AHP Program's Contract Manager.
- f) If the suspension or stop work notification is cancelled and the A&R Subcontract 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 A&R Subcontract.
- g) If a suspension or stop work notification is not canceled and the A&R Subcontract is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- h) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

- a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. section 794(d)), as amended, and the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, et. seq.), as amended; and
- b) 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.

22. Audit and Record Retention

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

- a) The Subcontractor and/or its 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 A&R Subcontract, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b) The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this A&R Subcontract and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

- c) Subcontractor agrees that AHP, 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 A&R Subcontract. Subcontractor 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 Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this A&R Subcontract. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six (6) years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this A&R Subcontract involves DVBE participation, (2) five (5) years for all other contract records from the date of final payment under this A&R Subcontract, or (3) for such other period as is required by applicable statute.
- e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this A&R Subcontract, reduce its accounts, books and records related to this A&R Subcontract 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 Subcontractor and/or its 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 Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

**ATTACHMENT C
STATEMENT OF WORK**

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: County of Nevada, a political subdivision of the State of California, acting through its Health and Human Services Agency, Department of Behavioral Health
Universal Unique Identifier: bbbh_545_bbbh_nevada_county

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 1 Year 1	7524.01	<p>YEAR 1 – MUTUAL EXECUTION OF THIS AGREEMENT to JUNE 30, 2024.</p> <p>START-UP, PROGRAM IMPLEMENTATION AND REPORTING</p> <p>Behavioral Health Bridge Housing (BHBH) Program (Program) Plan</p> <ul style="list-style-type: none"> Subcontractor shall develop the BHBH Program Plan (Plan) utilizing templates provided by AHP. The Plan shall be based on the submitted County BHBH Program (as defined in the Agreement) proposal and submitted to AHP for approval within 30 days of execution of the Agreement. AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living, as applicable and as defined in the Agreement, and based on the Plan to AHP for approval within 45 days of execution of the Agreement. Policies and procedures will include, but not be limited to, eligibility; allowable uses; methods of disbursement; prevention of fraud, waste, and abuse, documentation requirements and audit provisions. If the Program includes Rental Assistance, then Rental Assistance Policies and Procedures as set forth below shall include, but not be limited to: <ul style="list-style-type: none"> The calculation of Rental Assistance, which must be indicated and must use either Fair 	<p>The first disbursement amount (First Disbursement) in the amount of twenty-five percent (25%) of the Not to Exceed (NTE) amount of (\$3,601,814) LESS total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: (\$3,601,814 – \$0 x.25 =</p> <p>\$900,454 (DISBURSED)</p>	June 30, 2024

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.</p> <ul style="list-style-type: none"> • Clear eligibility requirements for individuals and units for short-term and/or mid-term Rental Assistance. The requirements for both short- and mid-term Assistance may be the same, or the Subcontractor may have fewer requirements for short-term than for mid-term Rental Assistance. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving Rental Assistance, to remove barriers and help them obtain longer-term Rental Assistance or other affordable housing. • Requirements for participants to have access to onsite Supportive Services (as defined in the Agreement) at the facility or through home visits. • All required revisions to the Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures will be submitted to AHP within ten business days of receipt of revision requests. • Implement the BHBH Program Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living, as applicable. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> • Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation, as defined and described in the Plan, including the service metrics and program requirements. • Collect program and individual data as described in the Plan and as requested by AHP. • Provide outreach and engagement services as described in the Plan and service metrics. 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Participation in Monitoring and Technical Assistance and Training (TTA)</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide Learning Collaborative (LC) sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ◆ If applicable, conduct County BHBH Program Implementation and Capacity-Building (as defined in the Agreement) activities as described in the Plan. <p>Reporting—Year 1 Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> • Year 1, Quarter 3: January 1, 2024–March 31, 2024, due by May 15, 2024 • Year 1, Quarter 4: April 1–June 30, 2024, due by August 15, 2024 <p>Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p>		
Year 1 Subtotal			= \$900,454	
Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 2 Year 2	7524.02	<p>YEAR 2–July 1, 2024 to June 30, 2025.</p> <p>CONTINUED and ENHANCED PROGRAM IMPLEMENTATION AND REPORTING</p> <p>Behavioral Health Bridge Housing (BHBH) Revised Program Plan</p> <ul style="list-style-type: none"> Subcontractor shall revise their existing BHBH Program Plan (Plan) utilizing the most recent version approved by AHP. The Plan shall be revised to include projects outlined in the Subcontractor’s RFA 3 application response (as defined in the A & R Subcontract Agreement) and submitted to AHP for approval within 30 days of execution of the A & R Subcontract Agreement. AHP will provide the County with any revisions to the revised Plan and the County shall resubmit any required revisions to its Plan within 10 business days from the date of receipt to AHP for approval. DHCS shall grant final approval to the revised Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> Subcontractor shall submit revised and/or develop new required policies and procedures for approval for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living, as applicable, and as defined in the A & R Subcontract Agreement within 45 days of execution of the A & R Subcontract Agreement. Policies and procedures will include, but will not be limited to, eligibility; allowable uses; methods of disbursement; prevention of fraud, waste, and abuse, documentation requirements and audit provisions. If the Program includes Rental Assistance, then Rental Assistance Policies and Procedures as set forth below shall include, but not be limited to: <ul style="list-style-type: none"> The calculation of Rental Assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. Clear eligibility requirements for individuals and units for short-term and/or mid-term Rental Assistance. The requirements for both short- and mid-term Assistance may be the same, or 	<p>The second disbursement amount for RFA 1 in the amount of 25% of the Not to Exceed (NTE) amount of (\$3,601,814) LESS total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: $(\\$3,601,814 - \\$0) \times .25 =$</p> <p>\$900,454</p> <p>The first disbursement amount for RFA 3 (First Disbursement) in the amount of 33% of the Not to Exceed (NTE) amount of (\$3,000,000) LESS total Start-up Infrastructure Costs (as defined in the A & R Subcontract Agreement) calculated as follows: $(\\$3,000,000 - \\$1,500,000) \times 0.33 =$</p> <p>\$495,000</p>	June 30, 2025

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>the Subcontractor may have fewer requirements for short-term than for mid-term Rental Assistance.</p> <ul style="list-style-type: none"> • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving Rental Assistance, to remove barriers and help them obtain longer-term Rental Assistance or other affordable housing. • Requirements for participants to have access to onsite Supportive Services (as defined in the A & R Subcontract Agreement) at the facility or through home visits. • AHP will provide the County with any revisions to the revised Policies and Procedures and County shall resubmit any required revisions within 10 business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. • All required revisions to the Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures will be submitted to AHP within 10 business days of receipt of revision requests. • Implement the revised BHBH Program Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living, as applicable. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> • Deliver direct behavioral health bridge housing services including, Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Revised Plan, including the service metrics and Program requirements. • Collect Program and individual data as described in the Revised Plan and as requested by AHP. • Provide Outreach and Engagement Services as described in the Revised Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; a session schedule is to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the A & R Subcontract Agreement. ◆ If applicable, conduct County BHBH Program Implementation and Capacity-Building activities as defined and described in the Revised Plan. <p>Reporting—Year 2</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Revised Plan, inclusive of all activities outlined for RFA 1 and RFA 3; expending funds, including, without limitation equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: <ul style="list-style-type: none"> • Year 2, Quarter 1: July 1–September 30, 2024, due by November 15, 2024 • Year 2, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 • Year 2, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 • Year 2, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 <p>Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p>		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 3 Year 2	7524.02	<p>YEAR 2: July 1, 2024-June 30, 2025</p> <p>FOR THOSE BHBH PROJECTS SET FORTH IN THE REVISED PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS,</p> <p>Submit revised or new budget utilizing Program Plan Part II Template and revised or new schedule for each new or expanded individual BHBH Start-Up Infrastructure Project (Infra Project) and include it in the Revised Plan for AHP/DHCS approval.</p> <ul style="list-style-type: none"> • Implement the new or revised construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this A & R Subcontract Agreement, including Attachment F. <p>Acquisition (if set forth in the Revised Plan)</p> <ul style="list-style-type: none"> • Demonstrate site control as described in Section 4 of the A & R Subcontract Agreement, including those set forth in Attachment F for new or expanded projects. • Establish an escrow account. • Meet all requirements listed in Section 4 of the A & R Subcontract Agreement, including those set forth in Attachment F. • Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if set forth in the Revised Plan)</p> <ul style="list-style-type: none"> • Demonstrate site control as described in Section 4 of the A & R Subcontract Agreement, including those set forth in Attachment F for new or expanded projects. • Meet all requirements included in Section 4 of the A & R Subcontract Agreement, including those set forth in Attachment F. • Obtain deed restriction as required, if applicable. • Provide required documentation and monitoring as described in the Plan, budget, and schedule. <p>Other Approved Costs (if set forth in the Revised Plan)</p> <p>Start-Up Furnishings, Appliances and Equipment</p> <ul style="list-style-type: none"> • Acquire all start-up furnishings, appliances and equipment included in the revised Plan, budget, and schedule. • Implement revised monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. • Provide required documentation and monitoring as described in the revised Plan. 	<p>Start-up Infrastructure Project costs shall be provided in payments as described in Section 4 of this Agreement.</p> <p>RFA 3 90% of the Start-up Infrastructure Program Costs (\$1,500,000) calculated as follows: 0.90 x \$1,500,000 =</p> <p>\$1,350,000</p>	<p>Due within one year of contract execution</p>

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to the A & R Subcontract Agreement, including those set forth in Attachment F, and prior to submitting a request for payment. • For each specific new or expanded Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to the A & R Subcontract Agreement, including those set forth in Attachment F. • Ensure that each Start-up Infra Project site is available within one year of the execution of the A & R Subcontract Agreement. <p>Reporting</p> <ul style="list-style-type: none"> • Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of the A & R Subcontract Agreement, as required by the revised Plan. • Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Equals Sum of % of Start-up Infrastructure Costs plus % of NTE for RFA 3. Year 2 Subtotal			= \$2,745,454	
Item 4 Year 3	7524.03	<p>YEAR 3 - JULY 1, 2025, TO JUNE 30, 2026 –</p> <p>CONTINUED and ENHANCED PROGRAM IMPLEMENTATION AND REPORTING</p> <p>BHBH Revised Program Plan</p> <ul style="list-style-type: none"> • Submit any updates to the BHBH revised Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal, as applicable. • AHP will send back any revisions and County BHA shall submit any required revisions within 10 business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH revised Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p>	<p>The third disbursement for RFA 1 in the amount of 25% of the Not to Exceed (NTE) amount of (\$3,601,814) LESS total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: $(\\$3,601,814 - \\$0) \times 0.25 =$ \$1,350,000</p> <p>The second disbursement amount for RFA 3 (Second Disbursement) in the amount of 33%</p>	June 30, 2026

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> • Submit any updates to previously approved policies and procedures for approval with Quarterly Reports, as needed. • Implement the policies and procedures in the administration for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> • Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Revised Plan, including the service metrics and program requirements. • Collect program and individual data as described in the Revised Plan and as requested by AHP. • Provide Outreach and Engagement Services as described in the Revised Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the A & R Subcontract Agreement. ◆ If applicable, conduct Implementation and Capacity-Building activities as described in the Revised Plan. <p>Reporting—Year 3</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as 	<p>of the Not to Exceed (NTE) amount of (\$3,000,000) LESS total Start-up Infrastructure Costs (as defined in the A & R Subcontract Agreement) calculated as follows: (\$3,000,000 – \$1,500,000) x 0.33 = \$900,454</p>	

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>directed by AHP. These reports will summarize progress in implementing the Revised Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> • Year 3, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 • Year 3, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 • Year 3, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 • Year 3, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 <p>◆ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p>		
Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 5 Year 3	7524.03	<p>YEAR 3 (JULY 1 2025 TO JUNE 30, 2026).</p> <p>SOLELY FOR THOSE BHBH PROJECTS SET FORTH IN THE REVISED PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS</p> <p>Complete individual BHBH Start-Up Infrastructure Projects according to the budget and schedule included in the BHBH revised Program Plan.</p> <ul style="list-style-type: none"> • Implement the construction plan for each project as described in the BHBH revised Program Plan, budget, and schedule, pursuant to this A & R Subcontract Agreement, including Attachment F. <p>Acquisition (if applicable)</p> <ul style="list-style-type: none"> • Demonstrate site control as described in Section 4 of the A & R Subcontract Agreement, including Attachment F. • Manage established escrow account. • Meet all requirements listed in Section 4 of A & R Subcontract Agreement, including Attachment F. • Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if applicable)</p>	<p>Start-up Infrastructure Project costs shall be provided in payments as described in Section 4 of this A & R Subcontract Agreement.</p> <p>RFA 3 10% of the Start-up Infrastructure Program Costs (\$1,500,000) calculated as follows: 0.10 x \$1,500,000 =</p> <p>\$150,000</p>	Due within one year of contract execution

Item/Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> Demonstrate site control as described in Section 4 of the A & R Subcontract Agreement, including Attachment F. Meet all requirements included in Section 4 of A & R Subcontract Agreement, including Attachment F. Maintain deed restriction for records, if applicable. Provide required documentation and monitoring as described in BHBH revised Program Plan, budget, and schedule. 		
Equals Sum of % of Start-up Infrastructure Costs plus % of NTE for RFA 3. Year 3 Subtotal			\$1,545,454	

Item/Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 6 Year 4	7524.04	<p>YEAR 4 - JULY 1, 2026 TO JUNE 30, 2027</p> <p>CONTINUED and ENHANCED PROGRAM IMPLEMENTATION AND REPORTING</p> <p>Revised BHBH Program Plan</p> <ul style="list-style-type: none"> Submit any updates to the revised Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal, as applicable. AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within 10 business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> Submit any updates to previously approved Policies and Procedures for approval with Quarterly Reports, as needed. Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in 	<p>The final disbursement for RFA 1 in the amount of 25% of the Not to Exceed (NTE) amount of (\$3,601,814) LESS total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: $(\\$3,601,814 - \\$0) \times 0.25 =$ \$900,454</p> <p>The final disbursement amount for RFA 3 (Final Disbursement) in the amount of 34% of the Not to Exceed (NTE) amount of (\$3,000,000) LESS total Start-up</p>	June 30, 2027

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Assisted Living and other BHBH program operations.</p> <ul style="list-style-type: none"> • Delivery of Behavioral Health Bridge Housing and Operations <ul style="list-style-type: none"> • Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Revised Plan, including the service metrics and the Program requirements. • Collect Program and individual data as described in the and as requested by AHP. • If applicable, provide Outreach and Engagement Services as described in the Revised Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the A & R Subcontract Agreement. ◆ If applicable, conduct Implementation and Capacity-Building activities as described in the revised Program Plan. <p>Reporting—Year 4</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Revised Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include 	<p>Infrastructure Costs (as defined in the A & R Subcontract Agreement) calculated as follows: $(\\$3,000,000 - \\$1,500,000) \times 0.34$ = \$510,000</p>	

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>accomplishments and any barriers to goals of the revised BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> • Year 4, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 4, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 4, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 4, Quarter 4: April 1–June 30, 2027, due June 30, 2027 <ul style="list-style-type: none"> ◆ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. ◆ Submit a final report by June 30, 2027. 		
<p>Equals Sum of % of Start-up Infrastructure Costs plus % of NTE for RFA 3. Year 4 Subtotal</p>			\$1,410,454	
<p>RFA 1 - (First Disbursement +Second Disbursement+ Third Disbursement + Final Disbursement) = RFA 1 SUBCONTRACT TOTAL</p>			\$3,601,814	
<p>RFA 3 - (First Disbursement +Second Disbursement+ Final Disbursement) = RFA 3 SUBCONTRACT TOTAL</p>			\$3,000,000	
A & R SUBCONTRACT AGREEMENT GRAND TOTAL			\$6,601,814	

EXHIBIT C

Funding Distribution

Size	Counties	Maximum Amount Track 1: BHBH Program Operations	Maximum Amount Track 2: Start-Up Infrastructure
Small	Amador, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Mendocino, Modoc, Napa, Nevada, San Benito, Shasta, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Yuba	Up to \$1.5 million	Up to \$1.5 million
Medium	Butte, Marin, Merced, Monterey, Placer, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, Solano, Sonoma, Stanislaus, Tulare, Yolo	Up to \$5 million	Up to \$2 million
Large	Alameda, Contra Costa, Fresno, Kern, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Joaquin, Santa Clara, Ventura	Up to \$10 million	Up to \$5 million
X Large	Los Angeles	Up to \$55 million	Up to \$14 million

Note: County BHAs that apply for Track 2 funding must submit a corresponding Track 1 application to support the operations of the Track 2 BHBH Project

**ATTACHMENT D-2
RATE SCHEDULE**

COUNTY NAME: Nevada County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure - Enhanced Funding	\$ 1,500,000
Start-Up Infrastructure Budget Subtotal	\$ 1,500,000
Non-Infrastructure Funding Usage Description	Budgeted Amount
Operating Bridge Housing - Enhanced Funding	\$ 1,500,000
Budget Subtotal	\$ 1,500,000
Total Budget	\$ 3,000,000

**RFA3: PAYMENT SCHEDULE*
Start-Up Infrastructure (SUI)**

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: 7/01/24– 6/30/25	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: 7/01/24 – 12/31/25	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: 7/01/24 – 6/30/25	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: 7/01/24 – 6/30/25	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: 7/01/24 – 12/31/25	Final Payment of Real Estate Renovation Costs Upon Completion of AHP “desk review” of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal
SUI Other Invoice 1: 7/01/24 – 6/30/25	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 2: 7/01/24 – 6/30/25	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: 7/01/24 – 6/30/25	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: 7/01/24 – 12/31/25	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**

RFA3: PAYMENT SCHEDULE*
Non-Infrastructure

Funding Usage Description	Budgeted Amount
Operating Bridge Housing - Enhanced Funding	\$ 1,500,000
Total Budget	\$ 1,500,000

Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: 7/01/24 – 6/30/25	Initial Advanced Payment of Non-Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Thirty-Three Percent (33%) of Subcontract Grand Total
Invoice 2: 7/01/25 – 6/30/26*	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Thirty-Three Percent (33%) of Subcontract Grand Total
Invoice 4: 7/01/26 – 6/30/27*	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Thirty-Four Percent (34%) or Remainder of Subcontract Grand Total

***Invoicing may be expedited to an interval less than annually, but no more often than quarterly.**

ATTACHMENT D-1**RATE SCHEDULE****COUNTY NAME: Nevada County**

Funding Usage Description	Budgeted Amount
Operating Bridge Housing	\$ 3,601,814
Flexible Funding Categories (no Infrastructure)	\$ -
Total Budget	\$ 3,601,814

Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: 7/01/23 – 6/30/24	Initial Advanced Payment of Non-Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 2: 7/01/24 – 6/30/25*	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 3: 7/01/25 – 6/30/26*	Third Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 4: 7/01/26 – 6/30/27*	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Twenty-Five Percent (25% or Remainder of Subcontract Grand Total

***Invoicing may be expedited to an interval less than annually, but no more often than quarterly.**

ATTACHMENT E

SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”) through predetermined funding rounds to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them for accessing help and moving out of homelessness.

In the event Subcontractor expends any of its BHBH Program funds towards bridge housing start-up infrastructure (the “Infrastructure Project”), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, “Program Funds”) shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing start-up infrastructure funding is limited to seventy-five thousand dollars (\$75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the A&R Subcontract.

These Special Real Estate Requirements shall become effective upon execution of the underlying A&R Subcontract and shall automatically expire concurrently with the expiration of the Prime Contract (the “Expiration Date”) unless earlier terminated by AHP or DHCS (the “Term”). Terms not defined herein shall have the definitions ascribed in the A&R Subcontract.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor’s plan to complete the project within one (1) year and Subcontractor’s approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor’s project.

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the A&R Subcontract, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds shall be disbursed for infrastructure construction costs only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.2, below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon FULL satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.4, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of

receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations – Upon execution of this A&R Subcontract, the Subcontractor acknowledges the following:**

- 1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, state, and local requirements.
- 1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the A&R Subcontract, and the BHBH Program.
- 1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the A&R Subcontract and this **Attachment F**.

1.2 **Requirements for Disbursement of Program Funds – Infrastructure Construction Costs**

1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits the documents described below, and any additional supporting information, as may be required:

1.2.1.1 A construction monitoring plan that shall include, at a minimum:

1.2.1.1.a Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;

1.2.1.1.b Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to accompany invoicing to AHP;

1.2.1.1.c Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;

1.2.1.1.d Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the A&R Subcontract; and

1.2.1.1.f Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Sponsor of self-insurance coverage if the Sponsor is self-insured, evidencing coverages required by the A&R Subcontract and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 **Requirements for Disbursement of Program Funds – Property Acquisition Costs.**

Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced: An executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.

1.3.1 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.

1.3.2 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an

attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;

- 1.3.3 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.
- 1.3.4 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable AHP and DHCS.
- 1.3.5 Signed escrow instructions, providing for the following:
 - 1.3.7.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
 - 1.3.7.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.6 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.5, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own 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.

1.4 **Requirements for Disbursement of Program Funds - Construction Costs.**

No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Sections 1.1 and 1.2, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

- 1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 et seq., as well as all applicable federal labor and wage laws.
- 1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.
- 1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obligees on the bonds.
- 1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this A&R Subcontract and the Project budget.
- 1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by (a) a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation), and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 Requirements for Disbursement of Program Funds – Rental Assistance

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

- 1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.
- 1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term

assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.

1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.

1.5.4 Requirements for payments to be made directly to property owners or managers.

1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.

1.5.6 Requirements for participants to have access to onsite supportive services at the facility or through home visits.

1.6 **Waiver of Terms and Conditions**. It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this **Attachment F**. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this A&R Subcontract and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS A&R SUBCONTRACT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS A&R SUBCONTRACT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

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

94-6000526

Subcontractor/Bidder Firm Name

Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County of
Nevada

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor 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) Provide that every employee who works on the proposed A&R Subcontract will:
 - 1. receive a copy of the company's drug-free policy statement; and
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the A&R Subcontract.

Failure to comply with these requirements may result in suspension of payments under the A&R Subcontract or termination of the A&R Subcontract or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of any agreement equal to the lessor 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 agreement period of less than a full year or 10% of its agreement 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.

EXPATRIATE CORPORATIONS:

Subcontractor 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.

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors 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

agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the agreement 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 Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

- b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor'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 Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor 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.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the A&R Subcontract, the awarding agency must be contacted immediately for clarification.

- a. Current State Employees (PCC 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.

- b. Former State Employees (PCC 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 an agreement 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 agreement 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 an agreement 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 agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this A&R Subcontract void. (PCC 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. (PCC 10430 (e))

LABOR CODE/WORKERS COMPENSATION:

Subcontractor 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 Subcontractor affirms to comply with such provisions before commencing the performance of the work of this A&R Subcontract. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Subcontractor 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.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this A&R Subcontract. 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.

CORPORATE QUALIFICATION 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 Subcontractor 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 Subcontractor 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.

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.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Subcontractor 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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an agreement with, a state agency with respect to any agreement 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 agreement is renewed, all of the following:

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

***Balance of the page intentionally left blank;
Signature pages to follow.***

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 Name (Printed):

EIN: 94-6000526

By (Authorized Signature):

Printed Name and Title of Person Signing:

Executed in the County of: Nevada Executed in the State of California.

Date Executed:

Exhibit G

EO Sanction Notification



MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in
Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: <http://www.DHCS.ca.gov>