

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-10318	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
Health Management Associates, Inc.

2. The term of this Agreement is:

START DATE
September 30, 2020

THROUGH END DATE
September 29, 2022

3. The maximum amount of this Agreement is:
\$11,756,742.00 (Eleven Million Seven Hundred Fifty-Six Thousand Seven Hundred Forty-Two Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	27
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B - Attachment I	Budget for Year 1	9
+ - Exhibit B - Attachment II	Budget for Year 2	8
+ - Exhibit B - Attachment III	Budget for Year 3	2
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D(F)	Special Terms - Notwithstanding provisions 4.g., 5, 6, 15, 16, 17, 23, 24, 30, and 31 which do not apply to this agreement.	27
+ - Exhibit E	Additional Provisions	2
+ - Exhibit F	Business Associate Addendum	6
+ - Exhibit G	Contractors Release	1
+ - Exhibit H	Travel Reimbursement Information	3
+ - Exhibit I	Resumes	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-10318	PURCHASING AUTHORITY NUMBER (If Applicable)
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Health Management Associates, Inc.

CONTRACTOR BUSINESS ADDRESS 120 N. Washington Square, Suite 705	CITY Lansing	STATE MI	ZIP 49833
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PRINTED NAME OF PERSON SIGNING Kelly Johnson	TITLE Vice President
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CONTRACTOR AUTHORIZED SIGNATURE <i>DocuSigned by: Kelly Johnson 7533E7CBA7A5470...</i>	DATE SIGNED November 9, 2020
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS 1501 Capitol Ave, MS 4200 PO Box 997413	CITY Sacramento	STATE CA	ZIP 95899
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PRINTED NAME OF PERSON SIGNING Carrie Talbot	TITLE SSMI, Chief, Contracts Servces Section
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CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>DocuSigned by: Carrie Talbot 67C7471E926E413...</i>	DATE SIGNED November 9, 2020
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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Exhibit A Scope of Work

1. Services Overview

As described in this Scope of Work, the Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein. These services described herein, are administered through three main activities: County Touchpoints, Expanding Access to MAT in County Criminal Justice project, and Systems of Care. The Contractor, agrees to provide the following services as described in this Scope of Work, to the California Department of Health Care Services (DHCS):

I. County Touchpoints

- A. Implementation Plan
- B. Expand Access to Touchpoints Training
- C. Develop Touchpoints for Special Populations
- D. Build Evidence-Based Practices for OUD into Child Welfare Systems

II. Expanding Access to MAT in County Criminal Justice Systems

- A. Virtual Conferences
- B. Technical Assistance and Monthly Coaching Calls
- C. Resource Library and Project Newsletter
- D. Webinars and Podcasts
- E. Quarterly Data Collection and Reporting
- F. Additional Teams
- G. Distribute County Team Funding
- H. Overcome Barriers to Accessing Methadone in Jails
- I. Implement Uniform Evidence-Based MAT Policies Across All Wellpath Jails

III. Systems of Care

- A. Program Area I: Evaluation of Systems of Care
- B. Program Area II: MAT Sites
- C. Program Area III: Build A Knowledge Base
- D. Program Area IV: Implementation of Strategic plan throughout the prison health care system in California statewide.
- E. Program Area V: Website
- F. Program Area VI: Community Capacity Building
- G. Program Area VII: Phase 2 California Department of Corrections and Rehabilitation
- H. Evaluation
- I. Implementation Plan
- J. Meetings

The Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the State Targeted Response to the Opioid Crisis (O-STR), State Opioid Response (SOR), and SOR 2 grants to DHCS. The grants fund California's Medication Assisted Treatment (MAT) Expansion Project, which aims to address the opioid and amphetamine crises by improving access to treatment, reducing unmet treatment need, and reducing opioid and

Exhibit A Scope of Work

stimulant-related overdose deaths through the provision of prevention, treatment, and recovery activities.

County Touchpoints: This Agreement implements services for the County Touchpoints Project funded by the SOR grant. The Contractor expand access to County Touchpoints training developed in the prior grant period. The Contractor shall also develop and operate two new county-based Learning Collaborative. The first will invite teams to develop effective approaches to engage and retain two special populations into treatment with MAT for OUD: A) persons with non-felony drug charges who are not formally placed in the criminal justice system and/or B) persons with co-occurring OUD and mental illness, particularly persons with serious mental illness. The other will invite teams to build evidence-based practices for treatment of OUD and other addictions into local child welfare practices and systems.

Expanding Access to MAT in County Criminal Justice Systems: The Contractor shall implement the following services in this Contract: Continue to engage all Cohort One and Two and three additional 2020 county teams (total n = 32); engage additional county teams; provide MAT technical assistance and training to all teams; continue to engage the project Advisory Group to recruit teams, address barriers, and promote evidence-based MAT practices; schedule and host quarterly virtual Learning Collaborative conferences for all teams; host monthly MAT coaching calls with all new teams and with Cohort One and Two teams as needed; host monthly MAT technical assistance and training webinars and podcasts; administer implementation grants; maintain and augment the Resource Library and produce periodic newsletters; provide technical assistance and training on data collection to track overdoses following incarceration, methamphetamine use disorder, fentanyl, and MAT for incarcerated persons with co-occurring disorders; work with stakeholders to eliminate barriers to methadone access in all team jails; work with Wellpath executive leadership and local workforce to assure uniform use of evidence-based MAT practices for all Wellpath jails; and submit to DHCS quarterly reports and a final report of all Contract activities.

Systems of Care: Health Management Associates, Inc. (HMA) will focus on strengthening the major categories of addiction treatment systems on the county level by evaluating and enhancing the linkages and consistently shared practices that allow for safe and effective treatment and transitions of care between providers; by identifying and implementing buprenorphine Quick Start sites in areas most affected by the opioid epidemic; by building a knowledge base to provide high-touch evidence-based MAT and behavioral therapies for patients either transitioning through care or initiated on medication assisted treatment at one of the Quick Start sites; and by building community capacity to educate, prevent overdose deaths, and increase access to treatment in some of the most high-burden underserved areas. Furthermore, HMA will support the California Department of Corrections and Rehabilitation (CDCR) to cohesively integrate MAT system wide for inmate health services. This Contract will continue the integration of the these efforts to mutually reinforce the impact of one another and collectively form a comprehensive county-focused effort, with the goals of consistent evidence-based practices of screening,

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assessment, level of care determination and referral to all American Society of Addiction Medicine (ASAM) levels of care, a great reduction in delays between treatment requests and medication starts for MAT, and the emergence of high fidelity and predictable practice methods with sustainable delivery.

2. Service Location

The Contractor shall perform all services in California statewide.

3. Service Hours

The Contractor shall provide services during normal Contractor working days and hours.

4. Contract Period

The agreement shall be effective September 30, 2020 – September 29, 2022

5. Project Representatives

- A. The project representatives during this term of the Agreement for **County Touchpoints** will be:

Department of Health Care Services	Health Management Associates, Inc.
Contract Representative: Waheeda Sabah Unit Chief Telephone: (916) 345-7462 Fax: (916) 322-7388 Email: Waheeda.Sabah@dhcs.ca.gov	Contract Manager: Jeff DeVries Telephone: (517) 482-9236 Fax: (517) 482-0920 Email: jdevries@healthmanagement.com

- B. The project representatives during the term of this Agreement for **Expanding Access to MAT in County Criminal Justice Systems** will be:

Department of Health Care Services	Health Management Associates, Inc.
Contract Representative: Waheeda Sabah Unit Chief Telephone: (916) 345-7462 Fax: (916) 322-7388 Email: Waheeda.Sabah@dhcs.ca.gov	Contract Manager: Donna Strugar-Fritsch Telephone: (415) 489-2027 Fax: (866) 328-6201 Email: dstrugarfritsch@healthmanagement.com

**Exhibit A
Scope of Work**

- C. The project representatives during the term of this **Contract for Systems of Care** will be:

<p>Department of Health Care Services Contract Manager: Waheeda Sabah Telephone: (916) 345-7462 Fax: (916) 440-5230 Email: Waheeda.Sabah@dhcs.ca.gov</p>	<p>Contractor's Name- Health Management Associates, Inc. Kelly Johnson, Vice President 120 N. Washington Square, #705 Lansing, MI 48933 Ph. 517-482-9236 kjohnson@healthmanagement.com</p>
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- D. Either party may make changes to the information in Section 4 (A) and (B) above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

6. Services to be performed

I. County Touchpoints

A. Implementation Plan

1. The Contractor shall submit an Implementation Plan to DHCS within forty-five (45) calendar days of the execution of this Contract. The Implementation Plan shall include a schedule that sets forth the anticipated dates of activities to be implemented through the entirety of the Contract Period. The Contractor shall provide to DHCS an Implementation Plan outlining developing and hosting learning collaboratives to targeted groups; developing and host webinars;; and submitting to DHCS quarterly reports and a final report. Changes to the schedule cannot be made without prior written consent to DHCS. The Contractor must submit any proposed changes to the schedule thirty (30) calendar days prior to the activity date. DHCS shall either approve or deny the request to amend the schedule within fifteen (15) calendar days of receiving the Contractor's request.

B. Expand Access to County Touchpoints Training

1. The Contractor shall work with statewide associations for probation, adult courts, juvenile courts, Judicial Council, public defenders, child welfare, and district attorneys to co-brand County-Touchpoints training content, market it to their constituents, and offer continuing education credits for the content.
2. The Contractor shall provide at least three judges-only training sessions on OUD and treatment with MAT and methamphetamine addiction and treatment.

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C. Develop Touchpoints for Special Populations Within Up To Twelve Counties

The contractor will develop and implement a Learning Collaborative for multi-disciplinary, multi-agency teams from up to 12 counties that seek to create access to and retention in treatment for OUD and stimulant abuse for one of two targeted special populations: A) persons with non-felony drug charges who are not formally placed in the criminal justice system and/or B) persons with co-occurring OUD and mental illness, particularly persons with serious mental illness. All work will build on the effective practices used to recruit, convene, and operate the county teams in the MAT in County Criminal Justice project. It will also engage subject matter experts from other SOR-funded projects, the national LEAD program, and other initiatives from around the country. Teams will be required to develop and execute action plans and regularly report on progress on specific indicators throughout the project.

1. The Contractor will develop and execute an outreach plan to invite county teams to apply to this Learning Collaborative. The contractor will, in collaboration with DHCS, select teams for inclusion in the Learning Collaborative.
2. The contractor will seek subject matter expertise from other state SOR-funded projects including but not limited to Tribal MAT, DUI and MAT, and YOR California; from the national; LEAD program administrators, LEAD projects in California, the national Stepping Up program, and a variety of other initiatives to this one from around the country.
3. The Contractor will conduct six virtual Learning collaborative convening's of the county teams during which they receive didactic training, confer across disciplines, share best practices and experiences, and report on their progress. Conferences will occur in January, April, July, and October 2021 and February and June 2022.
4. The Contractor will provide monthly coaching calls to each team in every month except those in which a Learning collaborative occurs. Coaches will also provide team-specific technical assistance throughout the project and in conjunction with the Coaching Calls.
5. The Contractor will provide at least six topic-specific webinars beginning in February 2021. These will be recorded and posted in the County Touchpoints website.
6. The Contractor will provide targeted training on OUD and methamphetamine addiction and their treatments to at least 100 law enforcement officers.

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D. Build Evidence-Based Practices for Clients with OUD into Child Welfare Systems in Up To Twelve Counties

The contractor will develop and implement a Learning Collaborative for multi-disciplinary, multi-agency teams from up to 12 counties that seek to assure evidence-based treatment of pregnant women and parents with OUD and other addictions into the local child welfare system. All work will build on the effective practices used to recruit, convene, and operate the county teams in the MAT in County Criminal Justice project. It will also engage subject matter experts from other SOR-funded projects, state experts, and other initiatives from around the country. Teams will be required to develop and execute action plans and regularly report on progress on specific indicators throughout the project.

1. The Contractor will develop and execute an outreach plan to invite county teams to apply to this Learning Collaborative. The contractor will, in collaboration with DHCS, select teams for inclusion in the Learning Collaborative.
2. The contractor will seek subject matter expertise from other state SOR-funded projects including but not limited to Tribal MAT and Perinatal MAT and from a variety of other initiatives to this one from around the country.
3. The Contractor will conduct six virtual Learning collaborative convening's of the county teams during which they receive didactic training, confer across disciplines, share best practices and experiences, and report on their progress. Conferences will occur in February, May, August, and November 2021 and March and July 2022.
4. The Contractor will provide monthly coaching calls to each team in every month except those in which a Learning collaborative occurs. Coaches will also provide team-specific technical assistance throughout the project and in conjunction with the Coaching Calls.
5. The Contractor will provide at least four topic-specific webinars beginning in December 2021. These will be recorded and posted in the County Touchpoints website.
6. The Contractor will provide targeted training on OUD and methamphetamine addiction and their treatments to at least 100 child welfare stakeholders.

II. Expanding Access to MAT in County Criminal Justice Systems

A. Virtual Conferences

1. The Contractor shall develop and schedule quarterly conferences for all teams, beginning in October 2020 to discuss project status, share project data, facilitate networking and peer learning, and provide a discussion forum for the rapid deployment of strategies and tools. Initially, conferences will be virtual in

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keeping with COVID-19 practices. One conference in each year may be “live.”
The Contractor shall:

- a. Submit to DHCS a conference schedule setting forth the dates and locations of Conferences during the Contract within sixty (60) calendar days of Contract execution. DHCS shall either approve or deny the Contractor’s request within fifteen (15) calendar days of receipt.
- b. Engage speakers and presenters to cover technical content.
- c. Develop or disseminate existing conference materials to include PowerPoint slides, outlines, and digital handouts provided to attendees. The Contractor shall provide to DHCS a request for approval of the materials a minimum of thirty (30) calendar days prior to each scheduled conference. DHCS shall either approve or deny the request within fifteen (10) calendar days of receiving the Contractor’s materials.

B. Technical Assistance and Monthly Coaching Calls

1. The contractor shall provide team-specific technical assistance as needed to each team. This may include site visits, in-person and virtual team/group meetings, research, developing written and other resources and guidance, and engaging key team members with peers in other teams.
2. The Contractor shall schedule Monthly Coaching Calls to provide the following:
 - a. Assist with the development and/or update of an implementation plan to include goals, measures, key changes, and spread of MAT program across all drug court and jail settings in the county;
 - b. Share technical content and evidence-based practices for integrating OUD treatment services;
 - c. Assist with the identification, testing, and implementation of workflow changes;
 - d. Provide technical assistance; and
 - e. Monitor project progress.
3. Coaching Calls will be focused as follows:
 - a. Cohort One teams focus on eliminating remaining barriers to all indicators, spreading practices across entire jails and court system, and collecting all desired data.
 - b. Cohort Two teams: focus on completing implementation grants, codifying MAT practices, and building sustainability.
 - c. Team joining the project May 2020 or later: focus on team training, assessment, planning and implementation of initial MAT practices.

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C. Resource Library and Project Newsletter

1. The Contractor shall maintain and augment a Resource Library hosted on the project website. It shall include documentation to be shared with stakeholders, sample policies and procedures, MAT literature, MAT research, and the Contractor's webinars and podcasts. All project stakeholders shall have access to the website for the duration of the Contract.
2. The Contractor shall produce and deliver periodic project newsletters to all project teams providing new information, project updates, promising practices, resource library updates, and a project calendar of webinars, podcasts, and virtual conferences. Newsletters will be produced quarterly at a minimum beginning September 2020.

D. Webinars and Podcasts

The Contractor shall hold project-specific MAT specific webinars or podcasts. These will occur monthly except for the months in which a conference occurs. Webinars and podcasts shall address topics to include content on general MAT best practices, as well as clinical and programmatic issues stakeholders encounter. Topics will be responsive to County Team needs. Webinars shall be developed, hosted, and published on the Contractor's Resource Library website.

E. Quarterly Data Collection and Reporting on Project Dashboard

The Contractor shall provide County Teams with technical assistance and training regarding how to develop and implement local data collection and project monitoring measures. Teams will report data quarterly

Project Performance Monitoring

Teams will report on a minimum of the following project monitoring indicators:

1. Pretrial services
2. Withdrawal management
3. MAT Continuation, all medications
4. MAT induction
5. Treatment of pregnant women
6. SUD screening
7. SUD assessment
8. Management of medication diversion
9. SUD behavioral therapies
10. Reentry planning
11. Community OUD treatment capacity
12. Addressing co-occurring disorders
13. Program outcome metrics

Performance on each indicator will be gauged as:

- Green, indicating it is complete and operational in all settings
- Yellow, indicating it is in progress but not yet complete

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- Red, indicating it is not achievable at this time

The contractor will report all program metrics on a quarterly dashboard and use it to target technical assistance, webinar content, and barriers. The Contractor will provide the dashboard to DHCS in the quarterly reports.

Detainee Access to MAT

On a quarterly basis, teams will report jail MAT data regarding withdrawal by substance, numbers screened for OUD, numbers assessed for OUD, numbers withdrawn, maintained, and inducted on each form of MAT, and number of pregnant women with OUD. The Contractor will report this data to DHCS in the quarterly reports.

Program Outcomes

The Contractor will work with each team to develop program outcome indicators to include, where possible:

- a. Overdose deaths for persons who have recently been incarcerated, and those who received MAT through jail or drug courts;
- b. Participation rates in community-based OUD treatment for persons who received MAT in jail or through drug courts; and
- c. Recidivist rates by county for persons with OUD, and for those who received MAT in jail or through drug courts.

F. Additional County Teams

The Contractor will invite and support additional County Teams. The Contractor will formally solicit additional teams into the Learning collaborative at three points during the two-year project: September 2020, April 2021, and November 2021. In addition, counties that request participation at any time through December 31, 2021 will be included. Participation will include program training and coaching and inclusion in all project events.

Counties that join on or before June 30, 2021 will be eligible for implementation grants issued no later than September 30, 2021.

G. Distribute County Team Funding

The Contractor will make a pool of implementation grants available to all teams, through up to 20 grants. The Contractor will work with DHCS to create a distribution mechanism that assures preferential access for post-Cohort Two teams and thereafter for projects that will assure a high likelihood of increased access to MAT in the jails and through drug courts, and continuation in the community.

The Contractor will solicit proposals from all teams. The contractor will review the proposals and make recommendations to DHCS for grant awards in the range of

Exhibit A Scope of Work

\$90,000 - \$225,000. The Contractor will distribute funds through a Memorandum of Understanding and will manage compliance with the grant terms throughout the project.

H. Overcome Barriers to Methadone Access In Jails

The Contractor will engage leadership from DHCS, Wellpath, the Drug Enforcement Agency, selected Hub and Spoke providers and additional licensed Narcotic Treatment Providers, and selected project team members to explore barriers to NTP programs providing methadone to their incarcerated clients and to reduce the barriers such that every Hub and every county jail in the project can get methadone for every detainee who is on methadone in the community, within 72 hours of incarceration.

I. Implement Evidence-Based, Uniform MAT Policies Across all Wellpath Jails

The Contractor will work with Wellpath clinical executives and Wellpath staff in project jails to establish uniform evidence-based MAT policies across all Wellpath jails in this project and all Wellpath jails in California that are not engaged in this project.

III. Systems of Care

A. Program Area I: Evaluation of Systems of Care:

Evaluate and identify systems of care in up to 6 of the most affected counties in the state of California, while strategically continuing to support progress toward system improvements in up to ten of the already active program counties. The Contractor shall identify gaps in the countywide addiction treatment system and in its coordination of patient transitions between levels of care.

- a. The Contractor shall identify 6 of the most affected counties in the state of California based on its data dashboard, input from partner MAT Expansion contractors, and direct advance outreach to county leaders and stakeholders to determine need as well as capacity and receptivity to ensure buy-in prior to investing SOR resources. Once a county is selected, the contractor will apply an overlay of activities dedicated to assessing the overall condition of the treatment system, including gaps between one levels of care, shortages and workforce availability at those levels, and the connectedness within the current state of the addiction treatment system. The Contractor will complete this with a coordinated set of efforts including:

- 1) Structured questionnaires directed at the county's treatment

Exhibit A Scope of Work

- authority, the programs identified through the ODS effort, and any self-identified programs looking for Medi-Cal referrals.
- 2) Once the questionnaires have been disseminated and collected, the Contractor will hold a stakeholder convening, where they will build enhanced workflows pertaining to the transitions of care between each of these providers. These process improvement events will be dedicated to building out high fidelity current state value stream maps followed by consolidating these into an agreed-upon, collaboratively developed future state maps that will allow for consistent prevention, screening, treatment and recovery efforts.
 - 3) The contractor team will build consensus on the three most urgent needs in the county to address a current gap or barrier and frame and ongoing program of county-wide collaboration to resolve the priority needs over the course of 12 months following each event.
 - 4) The contractor will develop a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community over the next 12 months and beyond to collaboratively work toward its future state addiction treatment system.
 - 5.) The contractor will hold single-day follow-up process improvement events in three of the counties in which the contractor has been working during SOR1. The focus of these events will be to take stock of progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, make any shared adjustments, and set new priorities and local sustainability strategies for the future beyond the term of SOR2 support.
 - 6) At approximately 12 months following the events in each of the six SOR2 counties, the contractor will host a single-day follow-up convening to take stock of progress made, recommit to ongoing collaborative work, make any shared adjustments, and set new priorities and local sustainability strategies for the future beyond the term of SOR2 support.

The Contractor shall develop a work plan and facilitate dialogue with DHCS prior to selecting each of the counties to be engaged in this process.

The Contractor shall develop efforts above and at the county level to allow for interventions to be both culturally and technically adapted to the specific location. These efforts will result in a deep dive gap analysis outlining diverse system needs and levels of care needs, as well as any needs associated with transitions of care outside the county to obtain locally unavailable treatment. This information will pave the way to ensure the patients have highly coordinated and

Exhibit A Scope of Work

seamless access to all ASAM levels of care whether they are in a rural, suburban, or urban area.

B. Program Area II: MAT Sites

Identify potential locations to expand points of access for patients seeking treatment for opioid use disorder from all eligible provider types. The Contractor shall implement the evaluation of the systems of care and, within the same counties, identify several locations that could become MAT providers or expand their MAT capacity. The Contractor shall expand points of access to develop a “no wrong door” system of entry for patients seeking MAT for opioid use disorder (OUD). This will help to reduce delays between treatment requests and medication starts. The Contractor shall identify potential locations for assessment and coaching from across all stakeholder types across the county who are eligible to be an MAT provider, including public health, mental health, and substance use disorder (SUD) programs; Hospitals and EDs, independent substance use disorder programs at all levels of care, criminal justice stakeholders, residency training programs, FQHCs, rural health clinics, private practice, and more. Wherever possible, HMA will coordinate with other MAT Expansion contractors so as to complement but not duplicate efforts, including the Jail MAT program, California Bridge, the Center for Care Innovations, etc. HMA will provide direct coaching for twelve or more months to support stakeholders in establishing or expanding MAT capacity. These intensive efforts complement all of the activities in the next section of this scope which are offered to this subset of program participants and all others

In this work, the Contractor shall also expand the capabilities of MAT sites to address other addictions, so that they may be able to onboard some of the capacity needed for issues such as methamphetamine use disorder, alcohol use disorder, marijuana use disorder, and benzodiazepine use disorder.

Specific work in this program area breaks down to be:

- a. Administration and review of technical assistance applications from all interested county stakeholders
- b. Administration of a comprehensive assessment for sites interested in and eligible to establish or expand MAT capacity
- c. The assignment of a coach to each site, the interactive review of assessment results, the setting of coaching goals and twelve or more months of coaching to work toward MAT goals
- d. Site visits to coaching sites when there is a determination that it can enrich the efforts and increase progress toward goals
- e. Monthly progress notes from each coaching site

Exhibit A Scope of Work

- f. Intermittent on-call support
- g. Post assessment and assessment of increased MAT capacity
- h. Written summary of coaching and progress toward MAT goals In ongoing SOR1 counties where coaching sites may have made a late start in the program or are continuing to make meaningful progress toward their goals, as assessed by their coach, HMA will:
 - i. Continue to provide monthly coaching toward goals
 - j. Selectively conduct site visits to coaching sites when there is a determination that it can enrich the efforts and increase progress toward goals
 - k. Document monthly progress notes from each coaching site
 - l. Provide intermittent on-call support

C. Program Area III: Build A Knowledge Base

The Contractor will ensure a basic level of quality as it pertains to the delivery of care to patients traveling through various systems. The Contractor shall conduct an assessment of learning and knowledge needs within the counties, develop didactic programming, support programming, and build the capacity of local leadership who can continue to be a resource to those that are delivering care to these patients. This outreach will be directed at all county-level stakeholders identified in the Systems of Care Evaluation program area (Program Area I), including but not limited to the MAT Sites identified above.

- a. Curriculum Development -- The Contractor shall develop online didactic training for the cohort of participants identified and targeted through the assessment. The trainings will be developed for team-based education for addiction and behavioral health.
- b. The Contractor shall design and deliver monthly webinars that will enhance knowledge across all counties and help to build collaboration. Topics will be selected from needs assessment work that is conducted in surveying the provider stakeholders and vary widely, some with broad applicability and others more targeted and technical. The assessment data will be collected through the questionnaires in Program Area I and will be enriched with qualitative input collected during the onsite work. The webinars will help to provide updates with best practices found from other counties and working through complex problems that are similar from location to location.
- c. The Contractor shall develop and schedule technical assistance meetings to be held via Zoom or telephone on request via the TA request function of the website or through direct inquiry with our team members. The Contractor shall provide support on an as-needed basis and will be responsive to needs as they are expressed by onboarding sites, or as they are proposed by the HMA team to troubleshoot. Sites receiving this TA will be participants in Building Knowledge Base activities itemized above who have particular

Exhibit A Scope of Work

technical learning needs.

- d. The Contractor shall develop and deliver three regional on-site trainings with one track for providers to secure their waiver trainings for prescribing, and the other to offer the HMA MAT Readiness Assessment and Workshop. The MAT Readiness program is intended to build a pipeline of potential MAT providers and give them an effective blueprint to accomplish that capacity with ongoing resources from which to draw. The Contractor shall plan to host these in areas where audiences from multiple surrounding counties. Once the target counties are selected, the viability of this approach can be assessed with input from the stakeholders. All participants targeted in the assessment from target counties will be invited. HMA will offer travel stipends to the participants to cover their travel costs for participating in these regional events. HMA's offering and fulfillment of this expense on behalf of technical assistance program participants will conform with DHCS travel policies as detailed in the Travel Reimbursement Information document.
- e. The contractor shall plan and host quarterly collaboration meetings with county stakeholders to support them in driving and monitoring their progress toward their future state addiction treatment system goals agreed to at the original process improvement event.
- f. The contractor shall seek and identify other opportunities to make cross-site connections and offer cross-site learning opportunities. This work will be documented as coaching activity but is intended to involve more than one provider organization so as to continue strengthening the links between stakeholders system wide.
- g. The Contractor shall ensure the completion off all necessary trainings to create the desired output of consistent vernacular across all areas of identification and treatment. The Contractor shall create a system wide understanding of best practices for treatment of OUD. The Contractor shall coordinate with other MAT Expansion contractors to provide the most efficient approach.

D. Program Area IV: Implementation of Strategic plan throughout the prison health care system in California statewide.

- a. The Contractor will continue the full-time onsite support of a team member at CDCR to help them implement their system wide MAT program until August 31, 2021.
- b. The Contractor will provide on-call, as needed technical assistance to CDCR leadership to guide their ongoing implementation of a system wide MAT program.

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E. Program Area V: Website

- a. The Contractor shall maintain, update, and enhance the website and its data dashboard to act as a portal (learning management system) for education concerning all of the programs currently requiring that as a deliverable. The website will also act as a resource library and provide public and patient facing information. The website will not be a treatment locator, but it will prominently feature links to CA and SAMHSA treatment locators.

F. Program Area VI: Community Capacity Building

The contractor shall identify two low resourced counties with a disproportionately high overdose burden in which they will assess local strengths and priority needs, identify and cultivate leadership, convene community stakeholders around a shared agenda of addressing overdoses, develop crisis action response plans, and develop ongoing local sustainability to take action in the face of heightened overdose risk to directly save lives. The program will be carried out with the following major milestones:

1. Planning and Outreach

- a. The development of a detailed work plan with a timeline of activities for selecting and carrying out community capacity building efforts in two high-burden underserved counties. This work plan and timeline will be presented to and discussed with the client for feedback on implementing this new program area.
- b. A minimum of two county feasibility and go/no-go summaries in which HMA will consolidate information gathered during the county readiness assessment site visits with recommendations on the viability of conducting this program work in the target county.

2. Site Work in the Communities

- a. An asset mapping and gap analysis report will be developed for each of the two selected counties detailing the results of onsite community engagement work framed around documenting the strengths of the community and the most pressing needs related to addressing OUD.
- b. A summary of community convening's at which the results of the above work are shared and presented for community feedback

3. CRT Formation and Rollout

- a. The development of crisis response team (CRT) leadership rosters, minutes, full membership lists, and charter will be developed for each county as a result of the continued work conducted both remotely as well as onsite.

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- b. CRT action plans (one for each county) will be developed with local CRTs to develop community-specific agreed upon sentinel event action plans. HMA will conduct dry runs of the action plans and support the CRT members in activating once their action plan is complete and in place.
- c. Minutes of CRT Leadership meetings will document HMA's support and facilitation to conduct a focused effort on the sustainability of each CRT beyond the term of SOR2 so as to continue the work once HMA has completed its scope.
- d. Final reports for DHCS, outlining successes, challenges, and recommendations for consideration

G. Program Area VII: Phase 2 California Department of Corrections and Rehabilitation

1. For primary care providers, the contractor shall
 - a. Develop training curriculum
 - b. Conduct in person and online training (learning cohorts and didactic sessions)
 - c. Provide SME Support (on-call support, office hours, chart review, feedback and quality evaluation)
 - d. Project management support
2. For Behavioral Health providers, the contractor shall
 - a. Develop training curriculum
 - b. Conduct in person and online training (learning cohorts and didactic sessions)
 - c. Provide SME Support (Office hours, Site Lead Support, Ongoing Coaching calls)
 - d. Project management support
3. Behavioral Health Intervention and Policies and Procedures
 - a. Phase 1 – Review current state, develop Cerner paths, and identify site leads
 - b. Phase 2 – Teaching, training, and academic detailing
 - c. Provide SME Support (Site Lead Support, Workgroups, Chart review, Ongoing coaching calls)
 - d. Project management support
4. Provide support to DHCS on licensing, certification, and other addiction regulatory matters.

7. Evaluation

1. The Contractor shall provide DHCS with a detailed profile of target counties recommended for consideration and a summary of site visit findings.

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2. The Contractor shall provide DHCS a comprehensive county outreach lists and assessment. The list must include final questionnaire, data set of responses, and summary analysis.
3. The Contractor shall support information in the work plan addendum, providing a list of selected counties for focusing all efforts to DHCS.
4. The Contractor shall assemble the stakeholder convening's in up to 16 counties. Providing a draft gap analysis, stakeholder input, updated gap analysis, identification of potential Quick Start sites, identification of potential county leads for learning and knowledge building.
5. The Contractor shall provide week-long process improvement events in up to four counties. This includes draft gap analysis, extensive stakeholder input, updated gap analysis, detailed value stream maps, and agreed upon "future state" of treatment system, identification of potential Quick Start sites, identification of potential county leads for learning and knowledge building.
6. The Contractor shall provide release of information forms and technical assistance with draft form(s), analysis of County systems, alignment of forms, and final forms to county stakeholders providing addiction treatment care.
7. The Contractor shall provide County level prospect lists and ongoing coordination of new quick start sites. This includes identification, assessment, recruitment, and ongoing support to facilitate new sites, which will be reported to DHCS in regular client check in calls.
8. The Contractor shall conduct Quick Start learning events. There must be a minimum of two learning events per month between March 2019 and May 2020 focused on topics necessary for onboarding new sites, from clinical workflow to technical and data needs; conduct ongoing assessment of needs, create repository of recorded sessions.
9. The Contractor shall provide Quick Start technical assistance to sites identified to implement Quick Start. This involves one-on-one coaching to sites and record progress notes toward implementation; direct sites to additional resources as needed. Service will be provided between March 2019 and May 2020 on an as-needed basis.
10. The Contractor shall provide didactic trainings to county-level stakeholders participating in building addiction treatment knowledge. The trainings shall be accessible online repository of 22 hours of recorded, high-quality online didactic training developed for team-based education surrounding addiction and

Exhibit A Scope of Work

- behavioral health; webinar orientation to series; targeted outreach to pair specific needs with learning resources.
11. The Contractor shall incorporate quarterly learning and knowledge webinars. The webinar series is based on technical, clinical, and operational needs of prospect sites to onboard as quick start sites.
 12. The Contractor shall provide direct telephonic technical assistance. This entails one-on-one coaching to sites to provide needed learning; direct sites to additional resources as needed. Service will be provided between March 2019 and May 2020 on an as-needed basis.
 13. The Contractor shall provide onsite learning and knowledge trainings. The trainings must conduct up to ten regional half-day trainings that provide intensive addiction treatment trainings.

8. Implementation Plan

1. The Contractor shall develop an implementation plan to include timelines and details for the following:
 - a. Overview of Program Area I- Evaluation of Systems of Care as detailed in Section 6 III (A);
 - b. Overview of Program Area II- MAT Sites detailed in Section 6 III(B);
 - c. Overview of Program Area III- Build a Knowledge Base in Section 6 III(C);
 - d. Overview of Program Area IV- Implementation of Strategic Plan for CDCR in Section 6 III(D);
 - e. Overview of Program Area V-Website in Section 6 III (E);
 - f. Overview of Program Area VI- Community Capacity Building in Section 6 III (F);
 - g. Overview of internal evaluation plans that measures implementation and outcomes for HMA Systems of Care Program.
 - h. Overview of planned site visits to each HMA Systems of Care Program.

The Contractor shall provide to DHCS a request for approval of the draft implementation plan within 60 calendar days of Contract execution, with a goal of submitting the plan earlier, within 30 calendar days. DHCS shall either approve or deny the request within 15 calendar days of receiving the Contractor's updated implementation plan.

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9. Meetings

1. The Contractor shall participate in meetings with DHCS on an as-needed basis. Meetings shall discuss summaries of project progress; project challenges; and successfully implemented strategies and procedures.
2. The Contractor shall initiate an implementation plan meeting via Zoom with DHCS. The Contractor shall present the draft plan content, solicit extensive DHCS input, and discuss all details of launching the project and roles and responsibilities.
3. The Contractor shall initiate a community capacity building work plan meeting via Zoom with DHCS. The Contractor shall present the draft work plan content, solicit extensive DHCS input, and discuss all details of launching the project and roles and responsibilities.
4. The Contractor shall participate in monthly Zoom or telephone meetings with HMA Systems of Care Program MAT Coaching stakeholders beginning within 30 calendar days after the stakeholders' completion of the assessment. Meetings shall discuss summaries of project progress; project challenges; and successfully implemented strategies and procedures. Stakeholder participants to be included will be discussed and agreed to during the kick-off meeting and reflected in the work plan.
5. The Contractor shall present Quarterly Collaboration online meetings with each county for one year following that county's completion of the process improvement event. HMA will facilitate present on foundational topics for building a knowledge base in addiction treatment amongst participants, as well as facilitate dialogue on progress toward the top goals priorities for their addiction treatment system future state.
6. The Contractor shall participate in all MAT Expansion Project collaboration meetings.

10. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its partner organizations to collect, all data elements identified below. These data elements shall be reported by month. The Contractor shall submit data elements to UCLA quarterly.
 - A. Contractor Administrative Metrics (for each project)
 - i. Number of resources developed and target audience
 - ii. Number of meetings/presentations to law enforcement
 - iii. Number of attendees at meetings/presentations to law enforcement

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- iv. Number of meetings/presentations to community organizations
- v. Number of attendees at meetings/presentations to community organizations
- vi. Number of trainings held and target audience
- vii. Number of attendees at trainings (by provider if applicable)
- viii. Number of website views
- ix. Number of webinars held
- x. Topic of webinars
- xi. Number of webinar attendees

B. Partner Organization Metrics (for Expanding MAT in County Criminal Justice Settings):

- i. Monthly individuals screened for SUD
- ii. Monthly individuals assessed for MAT services
- iii. Monthly individuals referred to services by type of service
- iv. Monthly clients treated with methadone
- v. Monthly clients treated with buprenorphine
- vi. Monthly clients treated with naltrexone
- vii. Monthly clients receiving case management services
- viii. Monthly clients receiving counseling services
- ix. Monthly clients receiving peer support/recovery services
- x. Monthly clients treated via telehealth

- 2. For the data elements identified above, DHCS may request additional details such as:
 - A. Age, sex, race, ethnicity or other demographic measures for treatment metrics
 - B. Baseline treatment metrics prior to September 2020 in order to measure pre-post SOR 2 outcomes
 - C. Prevalence of methamphetamine and/or fentanyl use in the population served
- 3. Additional metrics not listed above may be reported through quarterly reports to DHCS.
- 4. DHCS may make changes to the information in Section 7 Data Collection and Performance Measures, which shall not require an amendment to this Agreement.

The Contractor shall provide County Teams with technical assistance and training regarding how to develop and implement local data collection measures, which shall include the following:

- a. Overdose deaths for persons who have recently been incarcerated, and those who received MAT through jail or drug courts;

Exhibit A Scope of Work

- b. Participation rates in community-based OUD treatment for persons who received MAT in jail or through drug courts; and
- c. Recidivist rates by county for persons with OUD, and for those who received MAT in jail or through drug courts.

11. Quarterly Reporting

1. The Contractor shall submit quarterly reports to DHCS. Each reports shall consist of summaries of project progress, project successes, and project challenges for all County Touchpoints, Access to MAT in County Criminal Justice Settings, and Systems of Care activities.

Quarter	Period	Due Date to DHCS
1 st quarter	09/01/2020 – 11/30/2020	12/31/2020
2 nd quarter	12/01/2020 - 2/28/2021	03/31/2021
3 rd quarter	03/01/2021 - 05/31/2021	06/30/2021
4 th quarter	06/01/2021 - 08/31/2021	09/30/2021
5 th quarter	09/01/2021 - 11/30/2021	12/31/2021
6 th quarter	12/01/2021 - 2/28/2022	03/31/2022
7 th quarter	03/01/2022 - 05/31/2022	06/30/2022
8 th quarter	06/01/2022 - 08/31/2022	09/30/2022

2. The Contractor shall prepare necessary policies to describe what procedures will be in place to ensure other available funding sources are used first before grant funds. The Contractor shall submit these policies to DHCS no later than 30 calendar days following the execution of this Agreement.

12. Final Report

The Contractor will write and submit a final report of the entire project (9/1/2020 – 8/31/2022) that addresses progress, barriers, ongoing needs for support related to all project components. The Final Report shall be due 60 calendar days after the expiration of the Contract. It will address project progress, project successes, and project challenges for all County Touchpoints, Access to MAT in County Criminal Justice Settings, and Systems of Care activities.

13. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress

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amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

14. Records and Record Keeping

- A. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- B. SAMHSA, the Inspector General, the Comptroller General, and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Contractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the requested documents.
- C. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Contractor.

15. Monitoring and Audits

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

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16. Contractor Non-Compliance

- a. If the Contractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the sub award, including:
 - 1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
 - a. Requiring additional or more detailed financial reports;
 - b. Requiring technical or management assistance; and/or
 - c. Establishing additional prior approvals.
- b. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
 - 2. Disallow all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend the award activities or terminate the Contractor's sub award.
 - 4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
 - 5. Withhold further Federal awards.
 - 6. Take other remedies that may be legally available.

17. Federal Requirements

The Contractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
 - 1) California Government Code Section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.

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F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.

G. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

H. Byrd Anti-Lobbying Amendment (31 USC 1352).

1) The Contractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

A. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

1) The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

18. Contractor Designation as a Federal Award

A. The State Opioid Response Grant (SOR grant) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Agreement is a subaward of the federal award to DHCS. The Contractor is subjected to all applicable provisions of 45 CFR Part 75 addressing administrative requirements, cost principles, and audit requirements.

B. DHCS discloses the following information in accordance with 45 CFR section 75.352:

1. Federal Award Identification: C96N600
2. Health Management Associates, Inc.
3. Contractor Unique Entity Identifier: WHM
4. Federal award project description: The program aims to address the opioid crisis by forming a comprehensive county-focused effort, with the goals of all ASAM levels of care in the target counties, reduction in delays between treatment requests and medication starts for MAT, and the emergence of high fidelity and methodologies with sustainable delivery.
5. Name and contact information of Federal awarding agency:

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Odessa Crocker
Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
240-276-1078
foacsat@samhsa.hhs.gov

6. CFDA Number: 93.788

C. The Contractor shall:

1. Maintain effective internal control over contract funds;
2. Comply with federal statutes, regulations, including 45 CFR Part 75, and the terms and conditions of the grant;
3. Evaluate and monitor its activities and the activities of all of its subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the award;
4. Address any instances of noncompliance promptly, including noncompliance identified in audit findings; and
5. Oversee the operations of the federal award supported activities.

D. The Contractor shall disclose, in writing to DHCS, any potential conflict of interest in accordance with Health and Human Services' (HHS) grant policy. (See, <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>).

E. The Contractor shall timely disclose, in writing to DHCS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. If Contractor fails to make a required disclosure, DHCS may seek any of the remedies described in Exhibit A, Section 15 of this Agreement "Contractor Non-compliance."

19. Consultants

- A. SUDCD reserves the right to approve in advance Contractor's key personnel, including consultants, to be assigned to this project, and to disapprove the continuing assignment of said key personnel provided under this Agreement.
- B. If any key personnel are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall immediately offer substitute personnel for SUDCD approval.
- C. Key personnel are those assigned to perform under this contract, except those performing supporting activities (e.g. administrative assistance, secretarial, accounting, etc.).

Exhibit A Scope of Work

- D. Contractor shall obtain prior approval from SUDCD before utilizing consultants. A resume or vita shall accompany any request for consultant approval.
- E. If the consultant is approved by SUDCD, their resume or vita shall, by this reference become a part of this contract and be on file at SUDCD for public record.

20. Subcontracting

The Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

21. Definitions

The following definitions shall apply to this Agreement:

Advisory Group: Advisory Group means a group of individuals representing several organizations to provide MAT expertise and technical assistance to County Teams, local jails, jail reentry programs, drug courts, and/or diversion programs.

Contract: Contract means Agreement between the Department of Health Care Services and Health Management Associates, Inc.

Contractor: Contractor means the lead entity over this program, Health Management Associates, Inc.

Counseling: Counseling means individual and group sessions provided by a licensed professional or an individual registered or certified pursuant to Title 9, CCR, Division 4, Chapter 8. Counseling provided at an NTP shall conform to Title 9, CCR, Division 4, Chapter 4.

County Team: County Team means a county-based team to expand MAT access to patients with OUD. County Teams shall provide MAT technical assistance and training to local jails, drug courts, and/or diversion programs.

Didactic training: High-quality online training developed for team-based education surrounding addiction and behavioral health.

Exhibit A Scope of Work

Health Management Associates, Inc. (HMA): Contracted vendor to help improve healthcare issues with providers, and communities.

Grant: Grant means the State Targeted Response to the Opioid Crisis Grant.

Learning Collaborative: Learning Collaborative means a one day workshop to engage in shared learning and education regarding MAT development and implementation for county criminal justice entities and systems.

Medication Assisted Treatment: Medication Assisted Treatment means a combination of medications utilized to treat an OUD in conjunction with counseling services.

MAT Champion: MAT Champion means an individual promoting MAT, keeping electronic and/or physical records of stakeholders communicated with, spearheading stakeholder outreach, and serving as the primary project point of contact.

Naloxone Distribution Plan: Naloxone Distribution Plan means a strategy outlining stakeholder recipients of naloxone, as well as the methods and schedule for delivering naloxone to stakeholders.

Opioid Use Disorder: Opioid Use Disorder means a medical condition characterized by a problematic pattern of opioid use that causes clinically significant impairment or distress.

Quick Start Sites-Areas identified to implement buprenorphine sites in areas most affected by the opioid epidemic.

Recovery Service: Recovery Service means services provided to a patient to maintain the patient's abstinence from the use of alcohol or drugs, maintain sobriety, or maintain any goal or objective that a patient achieved during treatment for his or her substance use disorder. Recovery Service includes any service designed to initiate, support, and enhance recovery

Subcontractor: Subcontractor means the individual or entity that contracts and performs services for the Contractor.

Targeted Information Campaign: Targeted Information Campaign means the dissemination of information, resources, and materials to county criminal justice entities for purposes of developing and implementing MAT prevention, treatment, and recovery systems.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

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

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

C. Invoices shall:

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) \$5,788,262 for the budget period of 09/30/2020 through 06/30/2021.
- 2) \$5,538,856 for the budget period of 07/01/2021 through 06/30/2022.
- 3) \$429,624 for the budget period of 07/01/2022 through 09/29/2022.

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

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

5. Timely Submission of Final Invoice

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

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

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

6. Expense Allowability / Fiscal Documentation

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

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

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

D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit H entitled, "Travel Reimbursement Information".

Exhibit B
Budget Detail and Payment Provisions

E. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 7 in this exhibit entitled, "Recovery of Overpayments" for more information.

7. Recovery of Overpayments

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

Exhibit B – Attachment I
Budget for Year 1 (09/30/2020 - 06/30/2021)

Deliverable	Deliverable Description	Amount	Delivery
D1	Systems of Care Continuation of Cohort 1: Coach Site Visits – Batch 1 <ul style="list-style-type: none"> • Develop agendas for MAT coaching sites in 2-3 counties • Conduct planning call with site participants • Coach travel and visit site in person • Write summary of visit and progress toward coaching goals 	\$33,731	September 2020
D2	MAT in CJ Conference #1: Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$52,435	September 2020
D3	MAT in CJ Quarter 1 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$15,800	September 2020
D4	County Touchpoints Implementation Plan: Submit implementation plan for two new learning collaborative and all other project activities.	\$47,091	December 2020
D5	Systems of Care New Counties – Systems of Care: Process Improvement Event (PIE) Advance Work County 1 <ul style="list-style-type: none"> • Prepare data profile of prospective county • Discuss profile with DHCS and get consent to pursue as a Systems of Care county • Establish contact with county leadership and other key system stakeholders • Conduct site visit, write up summary, and make recommendation on proceeding 	\$67,267	December 2020
D6	Systems of Care New Counties – Systems of Care: PIE Advance Work County 2 <ul style="list-style-type: none"> • Prepare data profile of prospective county • Discuss profile with DHCS and get consent to pursue as a Systems of Care county • Establish contact with county leadership and other key system stakeholders • Conduct site visit, write up summary, and make recommendation on proceeding 	\$67,267	December 2020
D7	Systems of Care Continuation of Cohort 1: Coach Site Visits – Batch 2 <ul style="list-style-type: none"> • Develop agendas for MAT coaching sites in 2-3 counties • Conduct planning call with site participants • Coach travel and visit site in person • Write summary of visit and progress toward coaching goals 	\$33,731	December 2020
D8	Systems of Care New Counties – Systems of Care: PIE Advance Work County 3 <ul style="list-style-type: none"> • Prepare data profile of prospective county • Discuss profile with DHCS and get consent to pursue as a Systems of Care county 	\$67,267	December 2020

	<ul style="list-style-type: none"> Establish contact with county leadership and other key system stakeholders Conduct site visit, write up summary, and make recommendation on proceeding 		
D9	Systems of Care CDCR Phase 2 Primary Care Provider Curriculum Develop <ul style="list-style-type: none"> Adapt curricula to be primary care facing Enhance online curricula offerings 	\$60,000	December 2020
D10	Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 1st Project Report to DHCS (09/01/20 - 11/30/20): <ul style="list-style-type: none"> Resources for quarterly report County Touchpoints = \$13,907 Resources for quarterly report MAT in CJ = \$13,907 Resources for quarterly report Systems of Care = \$8,396 Enter data into UCLA online portal for 1st Reporting Period Prepare and Submit to DHCS 1st Project Report Data collection and performance measure will include all requested information per the SOW 	\$36,210	December 2020
D11	MAT in CJ Quarter 1 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$15,800	December 2020
D12	County Touchpoints Learning Collaborative For Child Welfare Systems Outreach and Enrollment: Develop and launch outreach plan to recruit up to 12 county-based teams wishing to assure evidence-based treatment of pregnant women and parents with OUD and other addictions into the local child welfare system.	\$40,800	December 2020
D13	County Touchpoints Expand Access to County Touchpoints Training: work with statewide associations of key stakeholders to market, co-brand, and/or host training materials and provide continuing education credits	\$27,560	December 2020
D14	County Touchpoints Learning Collaborative for Special Populations Outreach and Enrollment: Develop and launch outreach plan to recruit up to 12 county-based teams wishing to address one of two special populations in the justice system: persons with non-felony drug charges who are not formally placed in the justice system; or persons with co-occurring psychiatric disorders and addiction. Select and enroll teams.	\$45,830	December 2020
D15	County Touchpoints Learning Collaborative for Special Populations Conference #1 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$58,353	December 2020
D16	Systems of Care CRT Program Pilot: Planning and Outreach <ul style="list-style-type: none"> Develop CRT program area work plan Identify target counties and develop profiles Discuss prospects with DHCS Establish contact with key civic institutions, leaders, community organizations, and citizens at large Conduct site visit 	\$175,725	December 2020

	<ul style="list-style-type: none"> Write summary of county with recommendation to proceed in program 		
D17	<p>Systems of Care Continuation of Cohort 1: Coach Site Visits – Batch 3</p> <ul style="list-style-type: none"> Develop agendas for MAT coaching sites in 2-3 counties Conduct planning call with site participants Coach travel and visit site in person Write summary of visit and progress toward coaching goals 	\$33,731	December 2020
D18	<p>Systems of Care Continuation of Cohort 1: Coaching Program – Milestone 1: End of 2020</p> <ul style="list-style-type: none"> Assess all active MAT coaching sites in September Select sites making ongoing meaningful progress toward goals for continuation of coach support Provide monthly coaching and document with progress notes 	\$100,740	December 2020
D19	<p>MAT in CJ Conference #2 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.</p>	\$52,435	December 2020
D20	<p>County Touchpoints Learning Collaborative For Child Welfare Systems Conference #1 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.</p>	\$56,603	December 2020
D21	<p>Systems of Care Continuation of Cohort 1: Coach Site Visits – Batch 4</p> <ul style="list-style-type: none"> Develop agendas for MAT coaching sites in 2-3 counties Conduct planning call with site participants Coach travel and visit site in person Write summary of visit and progress toward coaching goals 	\$33,731	March 2021
D22	<p>Systems of Care Continuation of Cohort 1: Follow-up Process Improvement Event – Southern CA Event</p> <ul style="list-style-type: none"> Assess participating counties in Southern California and select the county with the highest likelihood of strong participation, meaningful engagement and further impact to improve addiction treatment system Plan and hold single-day follow-up process improvement events. Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$70,728	March 2021
D23	<p>Systems of Care New Counties – Systems of Care: PIE Advance Work County 4</p> <ul style="list-style-type: none"> Prepare data profile of prospective county Discuss profile with DHCS and get consent to pursue as a Systems of Care county Establish contact with county leadership and other key system stakeholders Conduct site visit, write up summary, and make recommendation on proceeding 	\$67,267	March 2021

D24	Systems of Care New Counties – Systems of Care: PIE Advance Work County 5 <ul style="list-style-type: none"> • Prepare data profile of prospective county • Discuss profile with DHCS and get consent to pursue as a Systems of Care county • Establish contact with county leadership and other key system stakeholders • Conduct site visit, write up summary, and make recommendation on proceeding 	\$67,267	March 2021
D25	Systems of Care New Counties – Systems of Care: PIE Advance Work County 6 <ul style="list-style-type: none"> • Prepare data profile of prospective county • Discuss profile with DHCS and get consent to pursue as a Systems of Care county • Establish contact with county leadership and other key system stakeholders • Conduct site visit, write up summary, and make recommendation on proceeding 	\$67,267	March 2021
D26	Systems of Care Ongoing TA Program Operations: Program Content - Period 1 <ul style="list-style-type: none"> • Provide direct TA in response to “on-demand” requests and document in the TA tracker • Plan and host quarterly collaboration calls with stakeholders in each active county • Conduct cross-site learning opportunities • Participate in MAT Expansion meetings and identify cross-program linkages 	\$74,715	March 2021
D27	Systems of Care Ongoing TA Program Operations: Webinar Content - Period 1 <ul style="list-style-type: none"> • Plan and conduct monthly webinars • Record webinars and place on website • Administer webinar evaluations and collect data 	\$23,641	March 2021
D28	Systems of Care Continuation of Cohort 1: Follow-up Process Improvement Event – Northern CA Event <ul style="list-style-type: none"> • Assess participating counties in Northern California and select the county with the highest likelihood of strong participation, meaningful engagement and further impact to improve addiction treatment system • Plan and hold single-day follow-up process improvement events. • Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$70,728	March 2021
D29	Systems of Care Continuation of Cohort 1: Follow-up Process Improvement Event – Central CA Event <ul style="list-style-type: none"> • Assess participating counties in Central California and select the county with the highest likelihood of strong participation, meaningful engagement and further impact to improve addiction treatment system • Plan and hold single-day follow-up process improvement events. • Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$70,728	March 2021

D30	<p>Systems of Care New Counties – Systems of Care: PIE Event and Report 1</p> <ul style="list-style-type: none"> Disseminate questionnaires to county leadership to build understanding of system capacity Plan a two-day process improvement event; develop invitation list, secure space and catering, conduct outreach and target key influencers to ensure thorough participation Conduct event at which current state, future state, and three top local system priorities stakeholders commit to work on Write a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community 	\$103,273	March 2021
D31	<p>Systems of Care CRT Program Pilot: Site Work in the Community</p> <ul style="list-style-type: none"> Cultivate community relationships and buy-in to participate in the CRT program Identify key data points and sources to enrich county profile Develop interview and focus group guides Recruit and schedule focus groups and key informant interviews Conduct extended site visit for interviews and focus groups Develop assessment and draft findings Plan and host a community forum to share draft findings and solicit community input 	\$233,928	March 2021
D32	<p>County Touchpoints Learning Collaborative For Child Welfare Systems Engage subject matter expertise: Seek subject matter expertise related to evidence-based treatment of pregnant women and parents with OUD and other addictions into the local child welfare system. Include other CA SOR projects, state agency policies, national programs, and others. Use to inform project activities.</p>	\$16,130	March 2021
D33	<p>MAT in CJ Overcome Barriers to Access to Methadone in Jails: Engage stakeholder group to reduce barriers to access to methadone in all California jails.</p>	\$ 55,800	March 2021
D34	<p>MAT in CJ Quarter 1 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams</p>	\$15,800	March 2021
D35	<p>MAT in CJ Conference #3 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.</p>	\$52,435	March 2021
D36	<p>County Touchpoints Learning Collaborative For Child Welfare Systems Conference #2 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.</p>	\$56,603	March 2021
D37	<p>County Touchpoints Learning Collaborative for Special Populations Engage subject matter expertise: Seek subject matter expertise related to both target populations. Include other CA SOR projects, LEAD program</p>	\$39,660	March 2021

	leadership, Stepping Up leadership, and others. Use to inform project activities.		
D38	<p>County Touchpoints Learning Collaborative for Special Populations Conference #2 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.</p>	\$58,353	March 2021
D39	<p>Systems of Care New Counties – Systems of Care: PIE Event and Report 2</p> <ul style="list-style-type: none"> Disseminate questionnaires to county leadership to build understanding of system capacity Plan a two-day process improvement event; develop invitation list, secure space and catering, conduct outreach and target key influencers to ensure thorough participation Conduct event at which current state, future state, and three top local system priorities stakeholders commit to work on Write a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community 	\$103,273	March 2021
D40	<p>Systems of Care Ongoing TA Program Operations: Curriculum Development</p> <ul style="list-style-type: none"> Develop five new learning modules to strengthen HMA curriculum that require original research Update five existing learning modules that require more current information and enhancements 	\$72,484	March 2021
D41	<p>Systems of Care CDCR Phase 2 Behavioral Health Provider Curriculum Develop</p> <ul style="list-style-type: none"> Develop competency-based curricula Review national competencies Enhance online curricula offerings 	\$50,000	March 2021
D42	<p>Systems of Care CDCR Phase 2 Primary Care Provider Training</p> <ul style="list-style-type: none"> Provide both in-person and online training resources Plan and host learning cohorts and didactic sessions Travel for in person trainings 	\$55,000	March 2021
D43	<p>Systems of Care CDCR Phase 2 Strategic Support to DHCS</p> <ul style="list-style-type: none"> Licensing Certification Other Addiction regulatory matters 	\$10,000	March 2021
D44	<p>Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 2nd Project Report to DHCS (12/01/20 - 2/28/21):</p> <ul style="list-style-type: none"> Resources for quarterly report County Touchpoints = \$13,907 Resources for quarterly report MAT in CJ = \$13,907 Resources for quarterly report Systems of Care = \$8,396 Enter data into UCLA online portal for 2nd Reporting Period Prepare and Submit to DHCS 2nd Project Report Data collection and performance measure will include all requested information per the SOW 	\$36,210	March 2021

D45	Systems of Care New Counties – Systems of Care: PIE Event and Report 3 <ul style="list-style-type: none"> Disseminate questionnaires to county leadership to build understanding of system capacity Plan a two-day process improvement event; develop invitation list, secure space and catering, conduct outreach and target key influencers to ensure thorough participation Conduct event at which current state, future state, and three top local system priorities stakeholders commit to work on Write a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community 	\$103,273	June 2021
D46	Systems of Care CDCR Phase 2 Behavioral Health Provider Training <ul style="list-style-type: none"> Provide both in-person and online training resources Plan and host learning cohorts and didactic sessions Travel for in person trainings 	\$35,000	June 2021
D47	Systems of Care CDCR Phase 2 BH Intervention Phase 1 <ul style="list-style-type: none"> Review current state Develop Cerner paths Identify Site leads 	\$40,000	June 2021
D48	Systems of Care CRT Program Pilot: CRT Formation and Rollout <ul style="list-style-type: none"> Recruit for and develop crisis response team (CRT) leadership; develop rosters, minutes, and charter Conduct regular site visits in support of building local capacity and leadership Conduct meetings monthly to develop plans to address local priorities Recruit for members and grow the membership list 	\$108,780	June 2021
D49	Systems of Care Ongoing TA Program Operations: Program Content - Period 2 <ul style="list-style-type: none"> Provide direct TA in response to “on-demand” requests and document in the TA tracker Plan and host quarterly collaboration calls with stakeholders in each active county Conduct cross-site learning opportunities Participate in MAT Expansion meetings and identify cross-program linkages 	\$74,715	June 2021
D50	Systems of Care Ongoing TA Program Operations: Webinar Content - Period 2 <ul style="list-style-type: none"> Plan and conduct monthly webinars Record webinars and place on website Administer webinar evaluations and collect data 	\$23,641	June 2021
D51	Systems of Care Continuation of Cohort 1: Coaching Program – Milestone 2: June 30, 2021 <ul style="list-style-type: none"> Assess all active MAT coaching sites in September Select sites making ongoing meaningful progress toward goals for continuation of coach support Provide monthly coaching and document with progress notes 	\$100,740	June 2021
D52	County Touchpoints Learning Collaborative for Special Populations	\$58,353	June 2021

	Conference #3 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.		
D53	County Touchpoints Learning Collaborative for Special Populations Monthly Coaching Calls and Technical Assistance: Monthly coaching calls and individualized county technical assistance, with tracking of progress toward progress indicators for each of up to 12 teams.	\$183,980	June 2101
D54	County Touchpoints Learning Collaborative for Special Populations Webinars: Prepare, conduct, and record six topic-specific webinars. Post to website.	\$58,300	June 2021
D55	County Touchpoints Learning Collaborative For Child Welfare Systems Conference #3 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$56,603	June 2021
D56	County Touchpoints Learning Collaborative For Child Welfare Systems Monthly Coaching Calls and Technical Assistance: Monthly coaching calls and individualized county technical assistance, with tracking of progress toward progress indicators for each of up to 12 teams.	\$176,300	June 2021
D57	County Touchpoints Learning Collaborative For Child Welfare Systems Webinars: Prepare, conduct, and record four topic-specific webinars. Post to website.	\$ 55,750	June 2021
D58	MAT in CJ Conference #4 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$52,435	June 2021
D59	MAT in CJ Monthly Coaching Calls and Technical Assistance: Monthly coaching calls and individualized county technical assistance, with tracking of progress toward progress indicators for each of 35 teams.	\$819,000	June 2021
D60	MAT in CJ Resource Library and Newsletters: Maintain and augment project web-based Resource Library. Produce periodic project newsletters for all teams, advisors, and stakeholders.	\$25,310	June 2021
D61	MAT in CJ Monthly Webinars and/or Podcasts: Provide monthly webinar or podcast on general MAT best practices, clinical and programmatic issues responsive to County Team needs. Host on project Resource Library.	\$45,240	June 2021
D62	MAT in CJ Quarter 1 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$15,800	June 2021
D63	MAT in CJ Add Additional County Teams: Solicit and add County Teams to Learning Collaborative	\$24,880	June 2021
D64	MAT in CJ Distribute County Team Funding: Solicit implementation grants, award, distribute half of awards, and monitor progress.	\$958,700	June 2021
D65	MAT in CJ Implement Uniform Evidence-Based MAT Policies Across all Wellpath Jails in California: Work with Wellpath clinical executives to	\$31,600	June 2021

	establish uniform MAT policies related to OUD treatment. Work with Wellpath staff to implement.		
D66	Systems of Care CDCR Phase 2 Primary Care Provider SME Support <ul style="list-style-type: none"> • Provide on-call support • Provide and host office hours • Conduct Chart Reviews • Provide feedback • Conduct quality evaluations 	\$30,000	June 2021
D67	Systems of Care CDCR Phase 2 Behavioral Health Provider SME Support <ul style="list-style-type: none"> • Provide and host office hours • Provide site lead support • Conduct ongoing coaching calls 	\$30,000	June 2021
D68	Systems of Care CDCR Phase 2 BH Intervention Phase 2 <ul style="list-style-type: none"> • Provide teaching, training, and academic detailing 	\$20,000	June 2021
D69	Systems of Care CDCR Phase 2 BH Intervention SME Support <ul style="list-style-type: none"> • Site Lead support • Plan and lead Workgroups • Conduct Chart Reviews • Conduct Ongoing coaching calls 	\$30,000	June 2021
D70	Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 3rd Project Report to DHCS (03/01/21 - 05/31/21): <ul style="list-style-type: none"> • Resources for quarterly report County Touchpoints = \$13,907 • Resources for quarterly report MAT in CJ = \$13,907 • Resources for quarterly report Systems of Care = \$8,651 • Enter data into UCLA online portal for 3rd Reporting Period • Prepare and Submit to DHCS 3rd Project Report • Data collection and performance measure will include all requested information per the SOW 	\$36,465	June 2021
TOTAL YEAR 1		\$5,788,262	

Exhibit B – Attachment II
Budget for Year 2 (07/01/2021 – 06/30/2022)

Deliverable	Deliverable Description	Amount	Delivery
D71	<p>Systems of Care New Counties Year 2 - Systems of Care: PIE Events and Reports 4</p> <ul style="list-style-type: none"> • Disseminate questionnaires to county leadership to build understanding of system capacity • Plan a two-day process improvement event; develop invitation list, secure space and catering, conduct outreach and target key influencers to ensure thorough participation • Conduct event at which current state, future state, and three top local system priorities stakeholders commit to work on • Write a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community 	\$103,273	September 2021
D72	<p>Systems of Care New Counties Year 2 - Systems of Care: PIE Events and Reports 5</p> <ul style="list-style-type: none"> • Disseminate questionnaires to county leadership to build understanding of system capacity • Plan a two-day process improvement event; develop invitation list, secure space and catering, conduct outreach and target key influencers to ensure thorough participation • Conduct event at which current state, future state, and three top local system priorities stakeholders commit to work on • Write a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community 	\$103,273	September 2021
D73	<p>Systems of Care New Counties Year 2 - Systems of Care: PIE Events and Reports 6</p> <ul style="list-style-type: none"> • Disseminate questionnaires to county leadership to build understanding of system capacity • Plan a two-day process improvement event; develop invitation list, secure space and catering, conduct outreach and target key influencers to ensure thorough participation • Conduct event at which current state, future state, and three top local system priorities stakeholders commit to work on • Write a detailed report from the proceedings of these events to document the work, summarize the substance, and serve as a roadmap for the community 	\$103,273	September 2021
D74	<p>Systems of Care CDCR PHASE 2 Behavioral Health Provider Curriculum Develop</p> <ul style="list-style-type: none"> • Develop competency-based curricula • Review national competencies • Enhance online curricula offerings 	\$50,000	September 2021
D75	<p>Systems of Care CDCR PHASE 2 Primary Care Provider Training</p> <ul style="list-style-type: none"> • Provide both in-person and online training resources • Plan and host learning cohorts and didactic sessions • Travel for in person trainings 	\$55,000	September 2021

D76	Systems of Care New Counties Year 2 - Systems of Care: Coaching Six Counties – Period 1 <ul style="list-style-type: none"> Administration and review of technical assistance applications from all interested county stakeholders Administration of a comprehensive assessment for sites interested in and eligible to establish or expand MAT capacity The assignment of a coach to each site, the interactive review of assessment results, the setting of coaching goals and twelve or more months of coaching to work toward MAT goals Monthly progress notes from each coaching site 	\$210,234	September 2021
D77	Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 4th Project Report to DHCS (06/01/21 - 08/31/21): <ul style="list-style-type: none"> Resources for quarterly report County Touchpoints = \$10,890 Resources for quarterly report MAT in CJ = \$10,890 Resources for quarterly report Systems of Care = \$12,914 Enter data into UCLA online portal for 4th Reporting Period Prepare and Submit to DHCS 4th Project Report Data collection and performance measure will include all requested information per the SOW 	\$34,694	September 2021
D78	MAT in County Criminal Justice Quarter 1 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$16,560	September 2021
D79	County Touchpoints Learning Collaborative for Special Populations Conference #1 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$60,883	September 2021
D80	County Touchpoints Learning Collaborative For Child Welfare Systems Conference #1 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$54,083	September 2021
D81	MAT in County Criminal Justice Conference #1 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$53,840	September 2021
D82	Systems of Care CRT Year 2 Program Pilot: CRT Formation and Rollout <ul style="list-style-type: none"> Support the local CRT members in developing their local action plan with extensive community input. Conduct dry runs. Conduct regular site visits in support of building local capacity and leadership 	\$116,780	September 2021
D83	Systems of Care Ongoing Year 2 TA Program Operations: Regional Event 1 <ul style="list-style-type: none"> Identify location, local partners, schedule, invite and fully plan event Administer MAT Readiness Assessment to all participants in that track Conduct two-track day long event 	\$85,036	September 2021

	<ul style="list-style-type: none"> • Provide MAT Readiness summary reports • Administer evaluations • Issue waiver training certificates of completion • Provide follow-up coaching to address gap identified in Readiness Assessment 		
D84	<p>Systems of Care Ongoing Year 2 TA Program Operations: Regional Event 2</p> <ul style="list-style-type: none"> • Identify location, local partners, schedule, invite and fully plan event • Administer MAT Readiness Assessment to all participants in that track • Conduct two-track day long event • Provide MAT Readiness summary reports • Administer evaluations • Issue waiver training certificates of completion • Provide follow-up coaching to address gap identified in Readiness Assessment 	\$85,036	September 2021
D85	<p>Systems of Care Ongoing Year 2 TA Program Operations: Regional Event 3</p> <ul style="list-style-type: none"> • Identify location, local partners, schedule, invite and fully plan event • Administer MAT Readiness Assessment to all participants in that track • Conduct two-track day long event • Provide MAT Readiness summary reports • Administer evaluations • Issue waiver training certificates of completion • Provide follow-up coaching to address gap identified in Readiness Assessment 	\$85,036	December 2021
D86	<p>Systems of Care CDCR PHASE 2 Primary Care Provider SME Support</p> <ul style="list-style-type: none"> • Provide on-call support • Provide and host office hours • Conduct Chart Reviews • Provide feedback • Conduct quality evaluations 	\$40,000	December 2021
D87	<p>Systems of Care CRT Year 2 Program Pilot: Sustainability - Period 1</p> <ul style="list-style-type: none"> • Conduct monthly meetings • Facilitate sustainability planning and document strategies • Provide support to local leadership to develop full sustainability plans • Provide written copy of final sustainability plans 	\$85,511	December 2021
D88	<p>Systems of Care Ongoing Year 2 TA Program Operations: Program Content - Period 1</p> <ul style="list-style-type: none"> • Provide direct TA in response to “on-demand” requests and document in the TA tracker • Plan and host quarterly collaboration calls with stakeholders in each active county • Conduct cross-site learning opportunities • Participate in MAT Expansion meetings and identify cross-program linkages 	\$116,451	December 2021

D89	Systems of Care Ongoing Year 2 TA Program Operations: Webinar Content - Period 1 <ul style="list-style-type: none"> Plan and conduct monthly webinars Record webinars and place on website Administer webinar evaluations and collect data 	\$47,999	December 2021
D90	MAT in County Criminal Justice Quarter 2 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$16,560	December 2021
D91	MAT in County Criminal Justice Conference #2 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$53,840	December 2021
D92	County Touchpoints Implementation Plan: Manage all implementation planning.	\$39,170	December 2021
D93	Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 5th Project Report to DHCS (09/01/21 - 11/30/21): <ul style="list-style-type: none"> Resources for quarterly report County Touchpoints = \$10,890 Resources for quarterly report MAT in CJ = \$10,890 Resources for quarterly report Systems of Care = \$12,914 Enter data into UCLA online portal for 5th Reporting Period Prepare and Submit to DHCS 5th Project Report Data collection and performance measure will include all requested information per the SOW 	\$34,694	December 2021
D94	Systems of Care CDCR PHASE 2 BH Intervention Phase 2 Provide teaching, training, and academic detailing	\$80,000	December 2021
D95	Systems of Care CDCR PHASE 2 Strategic Support to DHCS <ul style="list-style-type: none"> Licensing Certification Other Addiction regulatory matters 	\$10,000	December 2021
D96	MAT in County Criminal Justice Distribute County Team Funding: Solicit interim progress reports, distribute remainder of awards, and monitor progress.	\$775,261	March 2022
D97	County Touchpoints Learning Collaborative For Child Welfare Systems Conference #2 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$54,083	March 2022
D98	County Touchpoints Learning Collaborative for Special Populations Conference #2 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$60,883	March 2022
D99	Systems of Care New Counties Year 2 - Systems of Care: Follow-up PIE Event County 1 <ul style="list-style-type: none"> Identify local partners who are most likely to help build strong participation, meaningful engagement and further impact to improve addiction treatment system through a follow-up event Develop agenda based on quarterly collaboration call input and local leadership Plan and hold single-day follow-up process improvement events. 	\$65,823	March 2022

	<ul style="list-style-type: none"> Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 		
D100	<p>Systems of Care New Counties Year 2 - Systems of Care: Follow-up PIE Event County 2</p> <ul style="list-style-type: none"> Identify local partners who are most likely to help build strong participation, meaningful engagement and further impact to improve addiction treatment system through a follow-up event Develop agenda based on quarterly collaboration call input and local leadership Plan and hold single-day follow-up process improvement events. Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$65,823	March 2022
D101	<p>Systems of Care New Counties Year 2 - Systems of Care: Follow-up PIE Event County 3</p> <ul style="list-style-type: none"> Identify local partners who are most likely to help build strong participation, meaningful engagement and further impact to improve addiction treatment system through a follow-up event Develop agenda based on quarterly collaboration call input and local leadership Plan and hold single-day follow-up process improvement events. Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$65,823	March 2022
D102	<p>Systems of Care New Counties Year 2 - Systems of Care: Coaching Six Counties – Period 2</p> <ul style="list-style-type: none"> Administration and review of technical assistance applications from all interested county stakeholders Administration of a comprehensive assessment for sites interested in and eligible to establish or expand MAT capacity The assignment of a coach to each site, the interactive review of assessment results, the setting of coaching goals and twelve or more months of coaching to work toward MAT goals Monthly progress notes from each coaching site 	\$210,234	March 2022
D103	<p>County Touchpoints Learning Collaborative for Special Populations Engage subject matter expertise: Seek subject matter expertise related to both target populations. Include other CA SOR projects, LEAD program leadership, Stepping Up leadership, and others. Use to inform project activities.</p>	\$34,800	March 2022
D104	<p>County Touchpoints Learning Collaborative For Child Welfare Systems Engage subject matter expertise: Seek subject matter expertise related to evidence-based treatment of pregnant women and parents with OUD and other addictions into the local child welfare system. Include other CA SOR projects, state agency policies, national programs, and others. Use to inform project activities.</p>	\$16,752	March 2022
D105	<p>County Touchpoints Learning Collaborative for Special Populations Conference #3 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine</p>	\$60,883	March 2022

	addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.		
D106	MAT in County Criminal Justice Quarter 3 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$16,560	March 2022
D107	MAT in County Criminal Justice Overcome Barriers to Access to Methadone in Jails: Engage stakeholder group to reduce barriers to access to methadone in all California jails.	\$ 36,500	March 2022
D108	MAT in County Criminal Justice Conference #3 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$53,840	March 2022
D109	Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 6th Project Report to DHCS (12/01/22 - 02/28/22): <ul style="list-style-type: none"> Resources for quarterly report County Touchpoints = \$10,890 Resources for quarterly report MAT in CJ = \$10,890 Resources for quarterly report Systems of Care = \$12,914 Enter data into UCLA online portal for 6th Reporting Period Prepare and Submit to DHCS 6th Project Report Data collection and performance measure will include all requested information per the SOW 	\$34,694	March 2022
D110	Systems of Care CDCR PHASE 2 Behavioral Health Provider Training <ul style="list-style-type: none"> Provide both in-person and online training resources Plan and host learning cohorts and didactic sessions Travel for in person trainings 	\$35,000	March 2022
D111	County Touchpoints Learning Collaborative for Special Populations Training Sessions: Law enforcement and other stakeholder trainings on OUD and methamphetamine addiction and treatment	\$72,300	June 2022
D112	County Touchpoints Learning Collaborative For Child Welfare Systems Training Sessions: Child welfare stakeholder trainings on OUD and methamphetamine addiction and treatment	\$80,175	June 2022
D113	County Touchpoints Learning Collaborative For Child Welfare Systems Conference #3 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcome	\$54,083	June 2022
D114	Systems of Care CDCR PHASE 2 BH Intervention SME Support <ul style="list-style-type: none"> Site Lead support Plan and lead Workgroups Conduct Chart Reviews Conduct Ongoing coaching calls 	\$40,000	June 2022
D115	Systems of Care CDCR PHASE 2 Behavioral Health Provider SME Support <ul style="list-style-type: none"> Provide and host office hours Provide site lead support Conduct ongoing coaching calls 	\$40,000	June 2022
D116	Systems of Care Ongoing Year 2 TA Program Operations:	\$116,451	June 2022

	Program Content - Period 2 <ul style="list-style-type: none"> • Provide direct TA in response to “on-demand” requests and document in the TA tracker • Plan and host quarterly collaboration calls with stakeholders in each active county • Conduct cross-site learning opportunities • Participate in MAT Expansion meetings and identify cross-program linkages 		
D117	Systems of Care Ongoing Year 2 TA Program Operations: Webinar Content - Period 2 <ul style="list-style-type: none"> • Plan and conduct monthly webinars • Record webinars and place on website • Administer webinar evaluations and collect data 	\$47,999	June 2022
D118	Systems of Care CRT Year 2 Program Pilot: Sustainability - Period 2 <ul style="list-style-type: none"> • Conduct monthly meetings • Facilitate sustainability planning and document strategies • Provide support to local leadership to develop full sustainability plans • Provide written copy of final sustainability plans 	\$85,511	June 2022
D119	County Touchpoints Learning Collaborative For Child Welfare Systems Monthly Coaching Calls and Technical Assistance: Monthly coaching calls and individualized county technical assistance, with tracking of progress toward progress indicators for each of up to 12 teams.	\$243,500	June 2022
D120	County Touchpoints Learning Collaborative For Child Welfare Systems Webinars: Prepare, conduct, and record four topic-specific webinars. Post to website.	\$ 57,950	June 2022
D121	County Touchpoints Learning Collaborative for Special Populations Monthly Coaching Calls and Technical Assistance: Monthly coaching calls and individualized county technical assistance, with tracking of progress toward progress indicators for each of up to 12 teams.	\$243,500	June 2022
D122	County Touchpoints Learning Collaborative for Special Populations Webinars: Prepare, conduct, and record six topic-specific webinars. Post to website.	\$60,800	June 2022
D123	MAT in County Criminal Justice Quarter 4 Data Collection and Reporting on Dashboard: Dashboard report on all performance indicators for all teams and MAT utilization data for all teams	\$16,560	June 2022
D124	MAT in County Criminal Justice Conference #4 Provide virtual conference for all county teams to provide content on treatment for OUD and methamphetamine addiction, share promising practices, enable discipline-specific dialogue, share permanence measures and outcomes.	\$53,840	June 2022
D125	MAT in County Criminal Justice Monthly Coaching Calls and Technical Assistance: Monthly coaching calls and individualized county technical assistance, with tracking of progress toward progress indicators for each of 35 teams.	\$858,960	June 2022
D126	MAT in County Criminal Justice Resource Library and Newsletters: Maintain and augment project web-based Resource Library. Produce periodic project newsletters for all teams, advisors, and stakeholders.	\$26,495	June 2022

D127	MAT in County Criminal Justice Monthly Webinars and/or Podcasts: Provide monthly webinar or podcast on general MAT best practices, clinical and programmatic issues responsive to County Team needs. Host on project Resource Library.	\$47,350	June 2022
D128	MAT in County Criminal Justice Implement Uniform Evidence-Based MAT Policies Across all Wellpath Jails in California: Work with Wellpath clinical executives to establish uniform MAT policies related to OUD treatment. Work with Wellpath staff to implement.	\$33,000	June 2022
D129	Quarterly Reports for County Touchpoints, MAT in CJ, and Systems of Care 7th Project Report to DHCS (03/01/22 - 05/31/22): <ul style="list-style-type: none"> • Resources for quarterly report County Touchpoints = \$10,890 • Resources for quarterly report MAT in CJ = \$10,890 • Resources for quarterly report Systems of Care = \$10,417 • Enter data into UCLA online portal for 7th Reporting Period • Prepare and Submit to DHCS 7th Project Report • Data collection and performance measure will include all requested information per the SOW 	\$32,197	June 2022
Total Year 2		\$5,538,856	

Exhibit B – Attachment III
Budget for Year 3 (07/01/2022 – 09/29/2022)

Deliverable	Deliverable Description	Amount	Delivery
D130	<p>Systems of Care New Counties Year 2 - Systems of Care: Follow-up PIE Event County 4</p> <ul style="list-style-type: none"> • Identify local partners who are most likely to help build strong participation, meaningful engagement and further impact to improve addiction treatment system through a follow-up event • Develop agenda based on quarterly collaboration call input and local leadership • Plan and hold single-day follow-up process improvement events. • Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$65,823	August 2022
D131	<p>Systems of Care New Counties Year 2 - Systems of Care: Follow-up PIE Event County 5</p> <ul style="list-style-type: none"> • Identify local partners who are most likely to help build strong participation, meaningful engagement and further impact to improve addiction treatment system through a follow-up event • Develop agenda based on quarterly collaboration call input and local leadership • Plan and hold single-day follow-up process improvement events. • Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$65,823	August 2022
D132	<p>Systems of Care New Counties Year 2 - Systems of Care: Follow-up PIE Event County 6</p> <ul style="list-style-type: none"> • Identify local partners who are most likely to help build strong participation, meaningful engagement and further impact to improve addiction treatment system through a follow-up event • Develop agenda based on quarterly collaboration call input and local leadership • Plan and hold single-day follow-up process improvement events. • Write summary report to document progress made toward building the future state addiction treatment system, recommit to ongoing collaborative work, new priorities, and local sustainability strategies 	\$65,823	August 2022
D133	<p>Systems of Care New Counties Year 2 - Systems of Care: Coaching Six Counties – Period 3</p> <ul style="list-style-type: none"> • Administration and review of technical assistance applications from all interested county stakeholders • Administration of a comprehensive assessment for sites interested in and eligible to establish or expand MAT capacity • The assignment of a coach to each site, the interactive review of assessment results, the setting of coaching goals and twelve or more months of coaching to work toward MAT goals • Monthly progress notes from each coaching site 	\$216,605	August 2022

Deliverable	Deliverable Description	Amount	Delivery
D134	Final Report for County Touchpoints, MAT in CJ, and Systems of Care Final Report to DHCS (06/01/22 - 08/31/22): <ul style="list-style-type: none"> • Resources for final report County Touchpoints = \$6,525 • Resources for final report MAT in CJ = \$6,525 • Resources for final report Systems of Care = \$2,500 • Enter data into UCLA online portal for Final Reporting Period • Prepare and Submit to DHCS Final Project Report Data collection and performance measure will include all requested information per the SOW	\$15,550	August 2022
Total Year 3		\$429,624	
TOTAL PROJECT		\$11,756,742	

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
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12. Air or Water Pollution Requirements	30. Union Organizing
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15. Documents, Publications, and Written Reports	33. Public Communications
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18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

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

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

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

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

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

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

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

g. Motor Vehicles

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

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

5. Subcontract Requirements

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

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

- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

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

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

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

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.

- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

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

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

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

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; ~~or~~ commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

35. Lobbying Restrictions and Disclosure Certification

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

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

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

b. Prohibition

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Health Management Associates, Inc
Name of Contractor

Kelly Johnson
Printed Name of Person Signing for Contractor

20-10318
Contract / Grant Number

Signature of Person Signing for Contractor

Date

Vice President
Title

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

California Department of Health Care Services

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

Approved by OMB
 0348-0046

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

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

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

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

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

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

Exhibit E
Additional Provisions

1. Amendment Process

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

2. Cancellation / Termination

- A. This Agreement may be cancelled by DHCS without cause upon 30 calendar days advance written notice to the Contractor.
- B. DHCS reserves the right to cancel or terminate this Agreement immediately for cause. The Contractor may submit a written request to terminate this Agreement only if DHCS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

3. Avoidance of Conflicts of Interest by Contractor

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractors, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractors' employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a

Exhibit E
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Domestic Partners

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services' Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the Agreement. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this Agreement, DHCS concludes that this Agreement is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

Exhibit X
Business Associate Addendum

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

8. Compliance with Other Applicable Law

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

9. Additional Responsibilities of Business Associate

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

9.2 Safeguards and Security.

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
- 9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53
 - 9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program
 - 9.2.2.3** PCI – PCI Security Standards Council
 - 9.2.2.4** ISO/ESC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002
 - 9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075
 - 9.2.2.6** HITRUST CSF – HITRUST Common Security Framework
- 9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In

addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

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

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

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

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

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

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

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

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

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

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

18.1 Notice to DHCS.

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

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

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

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

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

18.1.2.4 Potential loss of confidential data affecting this Agreement.

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

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

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

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

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

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

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

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

Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

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

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

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

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

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

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

20. Audits, Inspection and Enforcement

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

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

21. Termination

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

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

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

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

22. Miscellaneous Provisions

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

22.2. Amendment.

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

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

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

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

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

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

Exhibit F
Business Associate Addendum

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

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

9. Additional Responsibilities of Business Associate

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

9.2 Safeguards and Security.

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

- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- 9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.
- 18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

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

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

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

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

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

18.1.2.4 Potential loss of confidential data affecting this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Audits, Inspection and Enforcement

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

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

21. Termination

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

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

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

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

22. Miscellaneous Provisions

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

22.2. Amendment.

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

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

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

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

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

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 20-10318 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): Health Management Associates, Inc

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: Kelly Johnson, Vice President

Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement – Effective for travel on/after January 1, 2020)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms “contract” and/or “subcontract” have the same meaning as “grantee” and/or “subgrantee” where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the* Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.
 - 1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- 2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Diem Reimbursement Guide.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.575 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	<ul style="list-style-type: none"> ▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ▶ Trip ends at least one hour after the regularly scheduled workday..... ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or incidentals cannot be claimed on one-day trips.</i></p>	Breakfast Dinner
24 hours or more	<ul style="list-style-type: none"> ▶ Trip begins at or before 6:00 a.m. ▶ Trip begins at or before 11:00 a.m. ▶ Trip begins at or before 5:00 p.m. 	Breakfast Lunch Dinner
More than 24 hours	<ul style="list-style-type: none"> ▶ Trip ends at or after 8:00 a.m..... ▶ Trip ends at or after 2:00 p.m..... ▶ Trip ends at or after 7:00 p.m..... 	Breakfast Lunch Dinner
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

Exhibit I - Resumes

Donna Strugar-Fritsch, MPA, BSN

Position

Principal, Health Management Associates, Inc., San Francisco, California

Education

MPA, Western Michigan University, 1992

BSN, Michigan State University, 1974

Range of Experience

Broad experience in health policy including government programs, managed care, correctional health, rural health, public health, program development and administration of clinical services, grant-funded demonstrations and evaluations, and public-private-academic partnerships in all realms of health care and other human services. Administration of senior-level leadership training, and graduate-level instruction in health and human service curricula. Advanced writing and communication experience in corporate, academic, and community venues. Broad experience in governance and management of professional associations and other non-profit organizations.

Professional Experience**HEALTH MANAGEMENT ASSOCIATES, INC., February 2003-present.**

Works with a wide variety of clients to develop and operationalize strategic plans and strategic projects. Facilitates numerous statewide health commissions and task forces; topics include Medicare/Medicaid dually eligible projects, childhood lead poisoning, the manufacturing industry and health care reform. Conducts analyses for foundations and associations to advance their efforts to influence health policy and to develop programs for the uninsured. Provides extensive analytic and consultative services to government employers and their unions as they develop and administer medical, dental and pharmacy benefits and policies. Extensive consulting with state departments of corrections, county and city jails, and providers, accrediting bodies and federal policy makers in correctional health on methods to address rising health care expenses for inmates and on the impact of the Affordable Care Act on the corrections setting; nationally recognized speaker and author on the topic. Consulting with Michigan and Tennessee on Health Benefit Exchange development including stakeholder engagement, broker relations and training, and strategies to increase premium payment and minimize disenrollment. Evaluated proposed Exchange legislation packages in Arizona. Consults with other Exchange-related clients on Navigator applications, Medicaid enrollment interface with prisons and jails, and Exchange plan benefit requirements for pre-trial detainees.

INDEPENDENT CONSULTANT, June 2000-February 2003.

Operated full-time consulting practice, provided a variety of planning, leadership, policy analysis, facilitation and program development services to clients in health care and other non-profit organizations.

Exhibit I - Resumes

MICHIGAN PUBLIC HEALTH INSTITUTE**Director of Planning and Development, January 1998-June 2002.**

Responsible for strategic corporate initiatives for non-profit research and policy think-tank with \$19 million budget and 170 FTEs. Developed new partnerships and projects, served as principal investigator/grant manager on sensitive projects. Oversaw corporate internal and external communications, member of corporate management team.

Director of Planning and Operations, September 1996-December 1997.

Developed internal functions for human resources, business operations, facilities, staff training, and communications. Oversaw design and building of new facility, its communication and computer infrastructure, and its videoconferencing center.

MICHIGAN HEALTH CARE INSTITUTE, Director, January 1994-August 1996.

Directed operations of grant and policy-related activities of non-profit subsidiary of the Michigan Health & Hospital Association. Principal Investigator of 3-year, \$1.5 million grant-funded initiative to advance delivery of health services in seven rural multi-county sites in Michigan. Directed projects in public/private cancer care coordination, long term care.

MICHIGAN HOSPITAL ASSOCIATION, Division of Health Delivery and Finance, January 1990 to December 1993.

Progressive responsibility for policy research and development, advocacy and education related to health delivery for 180 Michigan hospitals. Directed state-wide member task forces on health care quality, utilization, behavioral health services, and rural health. Analyzed Medicaid provider appeal process to rectify claims backlog of \$10 million.

BLUE CARE NETWORK – HEALTH CENTRAL, 1981-1990.

Held a variety of staff and contracted positions to develop managed care services, deliver patient care, and manage HMO resources. Developed home care division including policies and operations to deliver home care services and medical equipment to 63,000 members.

Publications

Strugar-Fritsch, D., *Health Care Reform: What's Next in Corrections?* CorrectCare, Fall 2012, 26:4.

Creech, C., Kornblau, B., Strugar-Fritsch, D., *A Model Plan for the Uninsured: Delivering Quality and Affordability in a Limited Benefit Managed Care Safety Net Program In Flint, Michigan* Journal of Health Care for the Poor and Uninsured 23 (2012): 339 – 346.

Daniel J Kruger, Linda Hamacher, Donna Strugar-Fritsch, Lauren Shirey, Emily Renda, Marc A Zimmerman, "Facilitating the development of a county health coverage plan with data from a community-based health survey", *Journal of Public Health Policy* 2010 Vol 31: No 2 pp 199-211

Out of the Box and Over the Barriers: Community-Driven Strategies for Addressing the Uninsured Woodbury, V., Strugar-Fritsch, D., Shaheen, P., 1st Books Press, 2003.

Professional Credentials

Certified Correctional Health Care Professional, 2011 - current

Registered Nurse, State of Michigan, # 118918

Exhibit I - Resumes

Fellow, National Public Health Leadership Institute, 1998 - 1999

Certificate: Excellence in Non-Profit Leadership & Management, 1999

"The Fund Raising School", Indiana University Center on Philanthropy, 1997

David R. Panush

580 Rivergate Way, Sacramento, CA 95831 | (916) 842-0715 (mobile) | d.panush@calhps.com

Education

BA with Honors in Political Science, University of California, Berkeley

Professional Experience

CALIFORNIA HEALTH POLICY STRATEGIES (CalHPS), President, November 2015 to Present

Founder of mission-driven consulting group providing strategy, analysis, coalition building, stakeholder engagement, and advocacy to advance policies that will improve California's health care delivery system and outcomes.

COVERED CALIFORNIA, External Affairs Director, January 2012 - October 2015

Provided senior leadership, strategic guidance, and management for external relationships with elected officials, stakeholders, local, state and federal agencies. Responsible for legislation and analyses of key policy issues. As part of the core senior leadership team, helped to "stand up" the California Health Benefit Exchange, now called Covered California.

OFFICE OF STATE SENATE PRESIDENT PRO TEMPORE, Consultant, 1986 - 2011

Chief Advisor on Health Policy Issues to Senators Don Perata (2005 to 2008) and Darrell Steinberg (2009 to 2011).

Responsible for: development of legislation and bill packages; coordination with policy, fiscal committees and other legislative staff; liaison to the Governor's office and to legislative leadership offices. Lead staff for State Senate on California effort to enact comprehensive health reform, 2010 "Bridge to Reform" Medi-Cal Waiver, and implementation of the Affordable Care Act.

Assistant Fiscal Policy Advisor to Senate Presidents Pro Tempore David Roberti, Bill Lockyer, and John Burton (1986-2004).

Specific fiscal policy and budget responsibilities included corrections, juvenile justice, and health related issues.

JEAN MOORHEAD DUFFY, Administrative Assistant, Assembly Member 1983 -1986

Directed staff and program for district office. Responsibilities included: supervision of five staff members, interns, and community volunteers; community outreach; constituent assistance; district related legislation; newsletter and mass mailing program; research on district issues; and district press.

CALIFORNIA WATER PROTECTION COUNCIL, Campaign Director, 1981—1982

Managed campaign and organization during drafting and signature gathering drive for the Water Conservation Initiative (Proposition 13). Served as Deputy Campaign Manager during the fall campaign.

Assembly Fellow, 1980—1981

Served in the Office of Assemblyman Tom Bates. Duties included research and development of legislation, press, bill analysis, and constituent correspondence.

Elizabeth Stanley-Salazar R.N., M.P.H.

Position

Behavioral Health Services Consultant

Education

Master of Public Health, University of California, Los Angeles, 1979

Bachelor of Science, Nursing, San Jose State University, 1974

Range of Experience

Executive leader and manager, program administrator, policy analyst, and government relations specialist, with over 35 years-experience in the prevention and treatment of alcohol and other drug (AOD) related problems, in public and private healthcare, substance abuse, mental health and corrections settings. In January 2016, after 21 years with Phoenix Houses of California, Ms. Stanley- Salazar pursued a career in private consultation services reflecting the breath of her experience and passion for developing integrated care. She now serves as the Project Manager for the California Institute of Behavioral Health Strategies, DMC-ODS Forum and supports provider organizations with strategic planning and development of new program designs and DMC-ODS implementation. She is also currently a Senior Advisor to California Health Policy Strategies. She is a member of the board of directors of Children and Family Futures, Inc and an appointee on the California Medi-Cal Children's Advisory Panel. Her professional career has been marked by experience in:

Public Policy Development	Media Relations
Legislative Analysis and Advocacy	Systems Management
Strategic Planning	Securing Funds/Grants
Program Development and Implementation Contract	Labor Negotiations
Negotiation and Management	Advocacy and Coalition Building
Program Evaluation	Prevention Programming
Budget Development	Electronic Health Records
Quality Assurance and Improvement	Constituency Building
Risk Management	Treatment Delivery and Administration

Clients

Kedren Community Health Care Services, Inc. Sunny Hills Services, Inc.

Volunteers of America of Los Angeles Inc.

Southern California Alcohol and Drug Programs, Inc STARS, Behavioral Health Group, Inc

Advocates for Human Potential, Inc.

Amity Foundation, Inc.

Exhibit I - Resumes

Professional Experience

STANLEY SALAZAR CONSULTING, current

CALIFORNIA INSTITUTE OF BEHAVIORAL HEALTH STRATEGIES, DMC-ODS Waiver Forum Manager, current

CALIFORNIA HEALTH POLICY STRATEGIES, LLC, Senior Advisor, current

PHOENIX HOUSES OF CALIFORNIA, Lake View Terrace, California, 1994- 2015

Vice President and Director of Regional Clinical Services

Oversaw the clinical and program operations of regional SUD/MH treatment services; including strategic planning; data-driven performance management; implementation of evidence-based practices CARF accreditation; staff development, training and on-boarding; staffing and budget management; electronic health records implementation and management; coaching and supervision of program directors; relationships with funders; government officials, and the community at large. Certified Group Home Administrator. Currently an appointee to the MediCal Children's Advisory Panel; Health; member of the Board of Directors of Children and Family Futures, Inc. based in Irvine; board member on the California Institute of Behavioral Health Solutions and the California Alcohol and Drug Program Executive Association. Member of the California Alliance of Children and Family Services.

Vice-President and Director of Public Policy

Led government relations, advocacy and outreach activities for Phoenix Houses of California. Responsible for identifying potential impact of proposed state, county and local policy on the regional business; making key governmental officials and community leaders aware of Phoenix House issues and/or concerns and, when legislation is enacted, ensuring that Phoenix House management is made aware of, and understands the legislation and/or new regulatory requirements. Responsible for all interaction with state, county, city and local legislative bodies and administrative agencies on issues of funding, government policy, licensing, legislation and regulation. Works closely with Phoenix Houses of California senior staff to address strategic legislative, advocacy, and corporate relations issues, new program development, and program planning and expansion.

Vice President and Regional Director of Operations, 1994 - 2001

Responsible for all regional operations including supervision, planning and implementation of programs and policies. Supervised and coordinated the programs and facilities with regional directors and managers. Managed aspects program and facility operations including: budget design and control; accounting; personnel; new business development; fundraising; property acquisition and management; press, and public relations. Developed and implemented a major expansion of service to inmates and parolees in California by establishing the Corcoran Substance Abuse Treatment Facility Program, Los Angeles Prison Parolee Network, Central California Women's Facility Program and the Female Offender Treatment and Employment Program. Developed and integrated assessment and mental health services with residential and educational services for juveniles and troubled adolescents at the Phoenix Academy in Lake View Terrace in Los Angeles.

CALIFORNIA STATE DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS, Sacramento California, Chief Deputy Director, 1990-1994

Responsible for statewide program operations, obtaining Federal and State financial support for alcohol and other drug abuse services and ensuring the quality of services through the development of infrastructure and contracts. Administered over \$300 million in direct Federal grants, Drug Medi-Cal and State General Fund monies. Represented DADP in its relationship with other State agencies, the Federal government, legislative bodies, service providers and the general public. Worked closely with the California Health and Welfare Agency and Governor's Office to define and achieve goals. Analyzed and developed new and proposed legislation to determine the impact

on the service delivery network. Provided program policy and budget testimony before the State Legislature. Developed and implemented statewide programs and initiatives for pregnant and parenting women, adolescents, dually diagnosed and criminal justice populations.

MONTEREY COUNTY HEALTH DEPARTMENT, Monterey, California, County Alcohol and Drug Program Administrator, 1988-1990

Responsible for the administration and implementation of a comprehensive network of AOD services in Monterey County. Prepared Annual County plan and budget for services based on a comprehensive needs assessment. Negotiated and administered intergovernmental agency agreements and contracts with private agencies and service providers. Increased AOD county budget from \$2 million to \$3 million dollars primarily due to new grants and increases in local interagency funding. Provided consultation to the local Board of supervisors on AOD and related issues. Initiated several innovative programs requiring interagency collaboration including the provision of counseling and referral services in juvenile hall, HIV/AIDS education and intervention in the local jail, outreach, intervention and treatment services for pregnant and parenting women, multi-disciplinary homeless outreach and intervention services, street outreach and counseling for needle users and prostitutes, community-based youth prevention services and initiating treatment for local and state inmates as well as parolees and probationers. Responsible for the creation of the Monterey County Master Plan and Youth Treatment Services Coalitions and participated on the HIV/AIDS and the Alternative Sentencing Task Forces.

BEHAVIORAL HEALTH SERVICES, INC., Gardena, California, Vice President, Alcohol Services Administrator, Redgate Memorial Hospital, 1980-1988

Responsible for operation and program administration of:

- Redgate Memorial Hospital, Chemical Dependency Recovery Hospital (75 beds)
- Wayback Inn, Social Model Detoxification Center for Homeless Alcoholics (50 beds)
- Patterns, Women and Children's Recovery Home (20 beds for women plus dependents)
- Community Outpatient Treatment and Recovery Centers in Wilmington, Inglewood and Hollywood, California
- Driving Under the Influence (DUI) Programs in Wilmington, Inglewood and Hollywood, California, and a Drop-In Center in Long Beach, California.

As an Officer of the BHS Corporation, participated in executive management and Board of Directors' activities. Responsible for the development and administration of policy, budget administration and expenditure control, personnel policy and daily operations of programs. As Administrator of Redgate Memorial Hospital, responsible for the daily operations of a 75-bed Chemical Dependency Recovery Hospital, the first medically supported endeavor attempted by the Corporation, including: policy and procedure development and implementation, the recruitment of professional and paraprofessional staff, physical plant maintenance and improvement, forecasting, budgeting and cost containment and JCAHO accreditation. Developed and maintained new business through relationships with insurance companies, preferred provider contracts, government subcontracts and joint venture relationships.

Director of Prevention Education

Responsible for program development, management, evaluation, research, grant writing, staff supervision and training for primary prevention and education projects including the Medicine Education Program, a county-wide AOD education program for the elderly; Drug Intervention Training Program for the Southern California Rapid Transit District Management; And Polydrug Misuse and Abuse among the Elderly, a statewide training program for the service providers working with the elderly. The results of research on the Medicine Education Program were presented at the American Public Health Association's Annual Meeting in Montreal in 1982.