

SUBCONTRACT AGREEMENT SUMMARY COVER SHEET

Subcontract ID: **20456-CA BHBH-_____ -01**

Effective Date: **June _____, 2023**

Contractor: **ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)**
490-b Boston Post Road, Sudbury, MA 01776-3365
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AHP Contracting Officer: Charles Galland, COO
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AHP Project Director: Deborah Werner
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AHP Direct Staff Contact: Michael Helmick
Deputy Project Director
131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 323-843-2750 (c) / mhelmick@ahpnet.com

Subcontractor: _____ (“_____”)

Phone: ____ - ____ - _____
Project Contact: _____, _____
Email address: _____@_____.com

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

Subcontract Type: Deliverable Based-Type Contract

Period of Performance: _____, through _____

Consideration/Budget: Professional Services NTE \$_____

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

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

Subcontract Cover Sheet

SUBCONTRACT AGREEMENT
20456-CA BHBH-_____ -01

THIS SUBCONTRACT AGREEMENT (the “Subcontract” or “Subcontract Agreement”) is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, (“AHP” or the “Contractor”), and _____, with offices at _____ (“_____” or Subcontractor” or “County ‘Behavioral Health Agency’”) (“County BHA” also referred to as “BHA”) and together with AHP, collectively the “Parties”).

WITNESSETH:

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

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided \$1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

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

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Agreement;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the “Contract” or “Prime Contract,” to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a “BHBH Program Plan”), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA’s BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract **20456-CA BHBH-_____ -01** to assist in the implementation of the BHBH Program Plan of Subcontractor, and Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

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

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

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

**ADVOCATES FOR HUMAN
POTENTIAL, INC. ("AHP")**

("_____")

By:

By:

CHARLES GALLAND, CHIEF
OPERATING OFFICER

Date: _____

Date: _____

TABLE OF CONTENTS

20456-CA BHBH-

PAGE NO. 2

<u>SECTION</u>	<u>PAGE NO.</u>
SECTION 1. PRIVACY OF CONTRACT	4
SECTION 2. NATURE OF THE SUBCONTRACT	4
2.1 Type of Subcontract	4
2.2 Funding	4
SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY	5
3.1 Period of Performance	5
3.2 Time of the Essence.....	5
3.3 Delivery Schedule	5
3.4 BHBH Program Plan; Reporting and Monitoring	5
SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE	6
SECTION 5. SUBCONTRACTOR TRAVEL	8
SECTION 6. CONTRACT ADMINISTRATION DATA	8
6.1 Contractor Representatives:	8
6.2 Subcontractor Representatives	8
6.3 Compensation, Billing Instructions, and Payment	9
6.4 Final Payment and Closeout.....	11
SECTION 7: CHANGES AND MODIFICATIONS	11
SECTION 8: CANCELLATION / TERMINATION	12
SECTION 9: SUBCONTRACTOR OBLIGATIONS	12
SECTION 10: DATA COLLECTION AND PERFORMANCE.....	12
SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST	13
SECTION 12: INDEMINIFICATION.....	13
SECTION 13: DISPUTES/APPLICABLE LAWS.....	14
13.1 Disputes	14
13.2 Applicable Laws	15
SECTION 14: CERTIFICATIONS.....	15
SECTION 15: RECORDS AND RECORD KEEPING.....	17
SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION.....	17
SECTION 17: RECOVERY OF OVERPAYMENTS	17
SECTION 18: BEST EFFORTS	18
LIST OF ATTACHMENTS.....	19
Attachment A - Standard Subcontract Terms and Conditions	
Attachment B - Special Terms and Conditions	
Attachment C - Statement of Work	
Attachment D - Rate Schedule	
Attachment E - Intentionally Left Blank	
Attachment F - Special Real Estate Requirements	
Attachment G - Subcontractor Certification	
Exhibit G - Executive Order Sanction Notification	

SECTION 1. PRIVITY OF CONTRACT

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

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

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

2.2 Funding

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

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

2.3 This Agreement hereby incorporates by reference, the Request for Applications (“RFA”), Subcontractor’s application in response to the RFA (the “Application”) and Subcontractor’s BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor’s DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) _____ THOUSAND _____ HUNDRED DOLLARS (\$____,____.)

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is _____, **202_**, through _____, **202_**, unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

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

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

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

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

Mr. Charles Galland, Chief Operating Officer
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776 | cgalland@ahpnet.com

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment

Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

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

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

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

(a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.

(b) Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.

- a. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars (\$75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.
- b. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership, executed purchase and sale agreement, an executed letter of intent, or executed exclusive negotiation agreement.
- c. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation

requirements set forth in this Section 4. Upon reconciliation of the expenditure of these up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.

- d. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called “desk review” conducted for all expenditures up to 90%, with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.
- e. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.

(c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP’s and/or DHCS’s sole determination.

(d) The Subcontractor’s BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and asset forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to the State of California upon completion of its BHBH Program Plan.

(e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the award, the Subcontractor shall provide a financial plan, to AHP for review for an increase to its Program costs within thirty (30) days of having to pay for the additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor’s request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

(f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.

(g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor’s or any lower-tiered subcontractor or

independent consultants, performance and compliance with the terms and conditions within this Agreement, the BHBH Program requirements.

(h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.

(i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

(a) Travel is authorized under this Subcontract Agreement.

(b) Travel is not authorized under this Subcontract Agreement.

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

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

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

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

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

AHP Direct Staff Contact: Deborah Werner, Project Director
131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives

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

Name/Title

Email/phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Name/Title

Email/phone

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of _____ - _____ **THOUSAND** _____ **HUNDRED (\$____,____)**. Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability, and reasonableness and any restrictions contained in the Prime Contract.

(b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:

- i. Subcontractor's name
- ii. Subcontractor's TIN/EIN
- iii. Subcontract Agreement ID: **20456-CA BHBH-_____ -01**
- iv. Invoice No.
- v. Invoice Date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
- vii. Amount Due on the Invoice.
- viii. Other substantiating documentation or information as may be requested by AHP.
- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."
- x. Name/title/telephone number of the person to contact in case of questions about the invoice.
- xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice***), payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of Program Funds, at the sole discretion of DHCS.

(h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:

- i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or
- ii. Advance payments in accordance with the approved BHBH Program Funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

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

SECTION 7: CHANGES AND MODIFICATIONS

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

accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of this Section 7.d)

SECTION 8: CANCELLATION / TERMINATION

(a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or AHP is directed by DHCS to terminate this Agreement.

(b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

(c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this 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. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.

9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.

9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP.

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

10.2 Monitoring and Site Inspection

a. The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b. AHP and/or DHCS may conduct reviews of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of funds.

c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

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

SECTION 12: INDEMINIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
- Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (“AAA”). The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in [insert Name of County] County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator’s failure to disclose a material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys’ fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

13.2 Applicable Laws

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

If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:

- Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
- Requiring additional or more detailed financial reports;
- Requiring technical or management assistance; and/or
- Establishing additional prior approvals.

In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.
- Disallow all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.
- Withhold further agreements.
- Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

- a. Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.

- b. Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.
- c. Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- d. Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- e. Americans with Disabilities Act: Subcontractor 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 Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act 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.
- f. Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- g. Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- h. Age Discrimination Act of 1975 (45 CFR Part 90).
- i. Section 1557 of the Affordable Care Act.
- j. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
- k. Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
- l. Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

m. Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

1. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.
2. AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
3. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.
- b. The Subcontractor shall maintain for review and audit and supply to AHP 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 AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17 "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

- a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
 1. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or

2. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b. AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
 - c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, Attachment C "SOW," and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF EIGHTEEN (18) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW ON PAGE 19 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 20 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HEREBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of Pages</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

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

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

No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

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

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

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

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

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

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

Publicity: Without prior written approval of the other, neither Party shall use the other's name or make reference to the other

Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement.

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

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

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

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

Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

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

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

1. Travel and Per Diem Reimbursement
2. Site Inspection
3. Intellectual Property Rights
4. Left intentionally blank
5. Confidentiality of Information
6. Documents, Publications and Written Reports
7. Subcontract Requirements
8. Left intentionally blank
9. Performance Evaluation
10. Progress Reports or Meetings
11. Progress Payment Withholds
12. Left intentionally blank

13. Legal Services Contract Requirements
14. Four-Digit Date Compliance
15. Prohibited Use of State Funds for Software
16. Insurance Requirements
17. Procurement Rules
18. Equipment/Property Ownership / Inventory / Disposition
19. Left intentionally blank
20. Suspension or Stop Work Notification
21. Public Communications
22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this 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 non-represented 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.

2. Site Inspection

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

3. Intellectual Property Rights

a. Ownership

- (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 Subcontractor 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.

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, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor 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 AHP's or 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 Subcontractor 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, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.
- (4) Subcontractor agrees to cooperate with AHP and/or 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, Subcontractor 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, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.
- (5) Subcontractor further agrees to assist and cooperate with AHP and/or 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 Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor 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. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor 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 Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor'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) Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor 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 Subcontractor 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 Subcontractor 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., 2023, 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 Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement’s scope of work, Subcontractor hereby grants to DHCS a license as described under Paragraph 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 Subcontractor 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, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP and DHCS’ prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Subcontractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Subcontractor’s performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

f. Warranties

(1) Subcontractor 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 Subcontractor’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 Subcontractor 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 Subcontractor.

- (d) Neither Subcontractor'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) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor 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 Subcontractor 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 Subcontractor's expense, any such infringement action brought against DHCS.

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

- (2) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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.

4. Left intentionally blank

5. Confidentiality of Information

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

6. Documents, Publications and Written Reports

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

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

7. Subcontract Requirements

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

- a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph 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 Subcontractor 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 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 a 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.](#)
 - (i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
- b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- (1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a (3)(a) through (i), above, DHCS shall:
 - (a) Obtain approval from the Department of General Services to use said subcontracts, or

- (b) If applicable, obtain a certification from the prime Subcontractor indicating that each of Subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - (c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- (2) When the conditions of subparagraph b (1) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph a (3) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- c. AHP and 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 Subcontractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from AHP or 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 AHP and DHCS.
 - (2) The requirements specified in Provision 4 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" shall apply to the use and substitution of DVBE subcontractors.
 - (3) The requirements specified in Provision 19 entitled, "Use of Small Business Subcontractors" shall apply to the use and substitution of small business subcontractors.
- d. Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- e. Subcontractor 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.
- f. DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.
- g. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

- h. When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.
 - (1) Budget detail format and submission requirements will be determined by DHCS.
 - (2) Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.
 - (3) Any subcontractors budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- i. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- j. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”
- k. Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- l. Subcontractor 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, 11, 17, 18, 19, and/or other numbered provisions herein that are deemed applicable.

8. Left intentionally blank

9. Performance Evaluation

(Applicable only to consultant service agreements.)

- a. The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
 - (1) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
 - (2) Whether the contracted work or services met the quality standards specified in the Agreement.

- (3) Whether the Subcontractor fulfilled all requirements of the Agreement.
 - (4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- b. The evaluation of the Subcontractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

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

11. Progress Payment Withholds

- a. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- b. Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
 - (1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
 - (2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
 - (3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.
- c. Release of Amounts Withheld
As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of AHP and/or DHCS.
- d. Payment Requests Excluded from the 10 Percent (10%) Withhold

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

12. Intentionally left blank

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Subcontractor shall:

- a. Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
- b. Adhere to litigation plans designated by AHP and/or DHCS.
- c. Adhere to case phasing of activities designated by AHP and/or DHCS.
- d. Submit and adhere to legal budgets as designated by AHP and/or DHCS.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
- f. Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

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

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

15. Prohibited Use of State Funds for Software

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

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

16. Insurance Requirements

a. Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

- (1) The Subcontractor, 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 BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
- (2) The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
- (3) The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.
- (4) The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (5) The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - (a) The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS.
 - (b) AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement.
 - (c) The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Agreement number for which the insurance was obtained.

(6) The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.

(7) In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b. Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c. Pollution Liability

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

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

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

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

- e. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
 - (1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and
 - (2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- f. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.
- g. AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.

17. Procurement Rules

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

- a. Equipment/Property definitions
Wherever the term equipment and/or property are 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 AHP and/or 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 AHP and/or 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 17. Paragraph c of Provision 17 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 Subcontractor shall make arrangements through the appropriate AHP Program Manager, to have all remaining equipment/property purchased through AHP by DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS' Purchasing Units shall be deducted from the funds available in this Agreement. Subcontractor shall submit to the AHP's Program Manager a list of equipment/property specifications for those items that must be procured by DHCS through AHP. AHP and/or DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with AHP and/or DHCS, that is applicable. The equipment/property will be delivered to the Subcontractor's address, as stated on the face of the Agreement, unless the Subcontractor notifies the AHP Program Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 17. Paragraph b of Provision 17 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 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 AHP or DHCS, prior written authorization from the appropriate AHP Program Manager will be required before the Subcontractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP or 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 AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Subcontractor 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. AHP and/or DHCS reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor and/or subcontractor at any time.
- g. For all purchases, the Subcontractor and/or its subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or its subcontractor for inspection or audit.
- h. AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 17 by giving the Subcontractor no

less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

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

- a. Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply. Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.

(1) Reporting of Equipment/Property Receipt

AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.

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

(2) Annual Equipment/Property Inventory

If the Subcontractor enters an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).
 - (b) Submit the inventory report to AHP.
 - (c) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- b. Title to any equipment and/or property shall not be affected by its

incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of state equipment and/or property.
 - (1) In administering this provision, AHP or DHCS may require the Subcontractor and/or Subcontractor to repair or replace, to AHP's ' satisfaction, any damaged, lost or stolen state equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.
- e. Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this 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 Subcontractor shall provide a final inventory report of equipment and/or property to the AHP 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 and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable expense and according to DHCS and/or the State, as applicable instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

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 through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.

- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this 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 Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its Subcontractor's possession.
- (5) The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

- a. AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this 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 AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.

- (1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to

minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS through AHP pursuant to BHBH Program Plan funds 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 Subcontractor 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, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

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:

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

22. Audit and Record Retention

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

- a. The Subcontractor and/or its subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the

purpose of this provision.

- b. The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- d. The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records 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 Subcontractor and/or its 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 Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C

STATEMENT OF WORK

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

ATTACHMENT D

RATE SCHEDULE

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

ATTACHMENT E

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

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

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

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

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the “Infrastructure Project”), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, “Program Funds”) shall apply.

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

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

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

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement,

the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.2, below. Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.3, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations**

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

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

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

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

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

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

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

1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party

receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

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

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

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

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

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

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

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

1.3.1 A fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.

1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State

of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.

- 1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;
- 1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.
- 1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable AHP and DHCS.
- 1.3.6 Signed escrow instructions, providing for the following:
 - 1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
 - 1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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

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

- 1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.3, and any additional information or documents as may be required by AHP hereunder.
- 1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.
- 1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.
- 1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.
- 1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by (a) certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien releases and/or

mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 Requirements for Disbursement of Program Funds – Rental Assistance

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

- 1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.
- 1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.
- 1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.
- 1.5.4 Requirements for payments to be made directly to property owners or managers.
- 1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.
- 1.5.6 Requirements for participants to have access to onsite supportive services at the facility or through home visits.

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

Article 2.

Notification to Proceed

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

Article 3.
Performance

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

Article 4.
Default

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

Attachment G

Subcontractor Certification

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

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

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

Subcontractor/Bidder Firm Name	Federal ID Number
--------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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

- (b) Establish a Drug-Free Awareness Program to inform employees about:
1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.
- b. The subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person

rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 10420)

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

LABOR CODE/WORKERS COMPENSATION:

Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICAN WITH DISABILITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.

12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

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

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

- (a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- (b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate subcontractor performing within the state not be subject to the franchise tax.
- (c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a state agency with respect to any Agreement in the amount of \$100,000 or above shall

certify, under penalty of perjury, at the time the bid or proposal is submitted, or the Agreement is renewed, all of the following:

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

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CERTIFICATION

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

Proposer/Bidder Name (Printed): _____ EIN: _____

By (Authorized Signature):

Printed Name and Title of Person Signing:

Executed in the County of: _____ Executed in the State of: _____

Date Executed: _____



MICHELLE BAASS
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

May 03, 2022

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

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

Dear Charles Galland:

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

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

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

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

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

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8008
Internet Address: <http://www.DHCS.ca.gov>