

CCHI HEALTHY KIDS 2022 OUTREACH AND ENROLLMENT COOPERATIVE AGREEMENT

Agreement for Services

THIS AGREEMENT (“Agreement”) is made and entered into as of July 19, 2022 (the “Effective Date”) by and between Ventura County Public Health (“Contractor”) and California Coverage and Health Initiatives (“CCHI”), a California nonprofit public benefit corporation, having an address at 1107 Ninth Street, Suite 601, Sacramento, CA 95814. CCHI and Contractor desire to enter into this Agreement with one another to set forth the terms upon which Contractor has agreed to provide the services to CCHI described herein. This Agreement is funded through a grant from Centers for Medicare & Medicaid Services (CMS) and is commonly referred to as “CMS.”

THE PARTIES AGREE AS FOLLOWS:

1. Duties of Contractor.

1.1 Services. Contractor shall provide to CCHI the services and perform the duties set forth in Exhibit A, hereto the “Services”. Contractor shall respond fully and promptly to all reasonable inquiries of CCHI as to the status of the Services performed by Contractor hereunder. Reporting requirements, deadlines, and tools are subject to change pending additional requirements from the funder, Centers for Medicare & Medicaid Services (CMS).

1.1.1 Contractor must comply with the frequency and content requirements outlined in Exhibits A, B, and C. Failure to submit programmatic and financial reports on time may be a basis for withholding financial payments, suspension, termination, or denial of continued funding. Contractor’s failure to timely submit complete reports may jeopardize potential future funding from CCHI.

1.1.2 Contractor must provide a copy of any MOUs or agreements between Contractor and any subcontractor assisting with this Project. Contractor is responsible for the successful completion of all aspects of this contract including ensuring that subcontract is in full compliance and complete their responsibilities. Failure of any of Contractor’s subcontractors to complete their responsibilities, does not relieve Contractor of its responsibility to comply with and complete all terms of this contract. Also see 1.9 below.

1.2 Place of Work. Except as otherwise provided herein, Contractor shall perform the Services at Contractor’s office, or at any other location selected by Contractor.

1.3 Membership. Contractor must be a member of CCHI in order to participate in this agreement. Membership means that (i) a current membership form is on file at CCHI and is updated annually and (ii) appropriate dues are paid annually or a hardship waiver has been submitted and approved.

1.4 Access. CCHI shall permit Contractor reasonable access to staff, documents, facilities, and officers of CCHI as necessary for Contractor to carry out Contractor's obligations

under this Agreement. Similarly, Contractor shall permit CCHI reasonable access to staff, documents, facilities, and officers of Contractor as necessary for CCHI to evaluate Contractor's performance of its duties under this Agreement.

1.5 Salesforce CRM. Contractor is required to use Salesforce CRM software to collect and share outreach, enrollment, retention, and utilization service data while performing services under this Agreement. CCHI will work with Contractor to ensure Salesforce CRM software is set up and user trainings are provided to Contractor and its staff to track day to day data.

1.6 Media Relations. Contractor shall refer any and all media requests for information about the Services outlined in this Agreement to Ema Perez, Program Coordinator, except as otherwise instructed by CCHI staff.

1.7 Independent Contractor Status. The relationship between Contractor and CCHI will, at all times, be that of an independent contractor. It is further understood that neither party is, nor will be considered to be, an agent, partner, joint venture, or employee of the other. CCHI shall not be responsible for withholding taxes with respect to the Contractor's compensation. Contractor shall have no claim against CCHI hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Neither party has the authority to enter into any contract or agreement to bind the other party and will not represent to anyone that it has such authority. Contractor represents that it is authorized to work in the United States to perform the Services under this Agreement.

1.8 Representations of Contractor. Contractor hereby represents to CCHI that (i) Contractor has the technical expertise and general skills necessary to perform competently and professionally the Services in accordance with this Agreement, (ii) Contractor is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Contractor's right to enter into this Agreement or Contractor's right or ability to perform Contractor's obligations under this Agreement, (iii) the work done by Contractor pursuant to this Agreement shall not infringe upon the intellectual property rights of any third party, invade the rights, privacy, or publicity of any third party, constitute defamation, or otherwise violate any law or third party rights, (iv) Contractor has the necessary equipment, facilities, and workers to perform Contractor's obligations under this Agreement, and (v) no services provided by Contractor pursuant to this Agreement will endorse or promote legislation, a candidate, or a slate of candidates for public office.

1.9 Subcontractors. The Contractor is responsible for the performance, reporting, and spending for each subcontractor, and the payment to each subcontractor. CCHI assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. CCHI reserves the right to require the Contractor to terminate a subcontract with 30 days written notice. The Contractor will ensure the timeliness and accuracy of required reporting for each site of service and subcontractor under the award. The Contractor is responsible for the performance and progress of each site of service or subcontractor toward the goals and milestones of the

project. The Contractor shall take necessary corrective action for any site of service or subcontractor that is not meeting the goals and milestones of the project as set forth in this Agreement.

1.10 Indemnity.

1.10.1 CCHI shall, during and after the term of this Agreement, indemnify, hold harmless and, at the Contractor's request, defend Contractor and Contractor's directors, officers, employees, affiliates, and agents, past or present, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees arising out of or related to any actual or alleged: (i) personal injury or property damage, but only to the extent caused by the negligent or willful acts, errors, or omissions of CCHI in performing the Agreement, (ii) misrepresentation, breach of warranty, or breach of covenant or other promise by CCHI of any representation, warranty, covenant, or other promise in this Agreement, (iii) infringement by CCHI of any third party's patent, trademark, or copyright, or misappropriation of any third party's trade secret, and (iv) violation of any applicable laws or regulations, including failure to comply with any applicable taxing authority.

1.10.2 Contractor shall, during and after the term of this Agreement, indemnify, hold harmless and, at CCHI's request, defend CCHI and CCHI's trustees, directors, officers, faculty, employees, affiliates, and agents, past or present, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees arising out of or related to any actual or alleged: (i) personal injury or property damage, but only to the extent caused by the negligent or willful acts, errors, or omissions of Contractor in performing the Agreement, (ii) misrepresentation, breach of warranty, or breach of covenant or other promise by Contractor of any representation, warranty, covenant, or other promise in this Agreement, (iii) infringement by Contractor of any third party's patent, trademark, or copyright, or misappropriation of any third party's trade secret, (iv) violation of any applicable laws or regulations, including failure to comply with any applicable taxing authority, and (v) from and against any employment related claims whatsoever made in connection with the performance of Services under this Agreement.

1.10.3 Waiver of Officers' and Directors' Liability. Neither party shall have recourse or right of action against any officer or director, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute, rule of law, or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

1.11 Insurance.

1.11.1 Contractor shall maintain during the term of this Agreement the following insurance policies:

- (i). Commercial General Liability ~ Minimum policy limit: \$1,000,000 (Occurrence) / \$2,000,000 (Aggregate)
- (ii). Naming CCHI as an “Additional Insured” with Primary & Non-Contributory and Waiver of Subrogation status included
- (iii). Professional Liability ~ Minimum policy limit: \$1,000,000 (Occurrence) / \$1,000,000 (Aggregate)
- (iv). Automobile Liability ~ Minimum policy limit: \$1,000,000 (Combined Single Limit), for Hired & Non-owned
- (v). Workers Compensation/Employers Liability ~ Minimum policy limit: \$1,000,000

1.11.2 All such insurance policies, except Workers’ Compensation, shall name CCHI as additional insureds. Insurance policies issued on a “claims made” basis shall extend for two years past completion of the Services.

1.11.3 Upon signing this Agreement or as soon as possible afterwards, Contractor shall email copies of certificates of insurance showing compliance with these insurance requirements to contracts@cchi.org.

1.11.4 In the event the Contractor fails to keep insurance coverage as required herein, in effect at all times, CCHI may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

1.12 Prohibited Use of Funds. Subject to the availability of Allocation Amount, CCHI grant to Contractor will not exceed the amount stated in Exhibit B of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in Contractor’s Work Plan and under the terms and conditions set forth in this Agreement. No funds under this award may be used for any of the purposes listed below:

- To pay for contracted evaluation services.
- To provide individuals with services that are already funded through Medicare, Medi-Cal, and/or CHIP. These services do not include expenses budgeted for provider and/or consumer task force member participation in conferences, provision of technical assistance, or attendance at technical assistance conferences sponsored by CMS or its national technical assistance providers for the benefit of awardees.
- To match any other Federal funds.

- To provide services, equipment, or supports that are the legal responsibility of another party under Federal, State, or Tribal law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To provide goods or services not allocable to the approved project.
- To supplant existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries, etc.
- To be used by local entities to satisfy State matching requirements.
- To pay for construction.
- To pay for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost except with the prior written approval of the Federal awarding agency.
- In accordance with 45 CFR §75.476, the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- In accordance with 45 CFR §75.216(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.
- To expend funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before Congress or any state government, state legislature or local legislature or legislative body.
- Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR §93.
- Recipients must also comply with lobbying restrictions outlined in the applicable Appropriations Law.
- Costs of promotional items and memorabilia, including models, gifts, and souvenirs;
- Costs of advertising and public relations designed solely to promote the non-Federal entity.

1.12.1 The Contractor is responsible for ensuring that no federal funds provided under this award are used to provide technical assistance or other services that are duplicative of funds and services authorized under other federal initiatives. The Contractor may be requested by CCHI to provide evidence of well-documented internal

controls to ensure that resources are used in the most efficient manner and that activities are not duplicative as stated above. If any duplication occurs, Contractor must notify the CCHI staff at the time of discovery and provide a mitigation plan to CCHI.

2. Intellectual Property.

Contractor agrees that all data and reports produced in the performance of this Agreement are subject to the rights of the Funder, CMS, and CCHI. CMS and CCHI shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

3. Compensation.

3.1 Fee. CCHI agrees to pay Contractor a monthly payment in arrear during the term of this Agreement in the amount and at the times specified in Exhibit B, attached hereto. CCHI is not responsible for any payments owed to Contractor if CMS does not pay CCHI, including expenses submitted by Contractor.

3.2 Records: Disputed Invoices.

Contractor shall maintain accurate records of all amounts billable to and payments made by CCHI hereunder and all other matters which relate to Contractor's obligations hereunder. In the event that CCHI disputes any invoice rendered or amount paid, CCHI will so notify Contractor, and the parties agree to use their best efforts to resolve such dispute expeditiously. Reference to Exhibit B Section D for more detail on invoice dispute/discrepancies.

4. Termination; Survival of Provisions.

4.1 Term.

The HEALTHY KIDS 2022 Outreach and Enrollment Cooperative Agreements will be a three-year period of performance inclusive of three separate 12-month budget periods. The budget periods for HEALTHY KIDS 2022 are as follows:

Budget Period 1: July 19, 2022 to June 30, 2023

Budget Period 2: July 01, 2023 to June 30, 2024

Budget Period 3: July 01, 2024 to June 30, 2025

Unless earlier terminated as provided for in this Section 4, the term of this Agreement shall begin on the Effective Date July 19, 2022 and shall end on June 30, 2025, unless terminated sooner by either party. Reference to Exhibit B on project period and non-competing continuation of funding.

4.2 Termination.

4.2.1 Contractor may withdraw from this Agreement by notifying CCHI in writing 30 days in advance of the requested date to withdraw from further participation. Once the withdraw request is received, CCHI will contact the Contractor to complete close out tasks.

4.2.2 Failure by the Contractor to comply with the terms of this Agreement may be cause for terminating all obligations of CCHI for additional Allocation payments.

4.2.3 In the event CMS funds are no longer available to CCHI, for any reason, this contract is immediately terminated and CCHI will have no further responsibility to pay any costs or expenses incurred after date of the termination. Also see 4.3 below.

4.3 Payment Upon Early Termination.

In the event of early termination of this Agreement for any reason, CCHI shall no longer be obligated to make any payments of any kind whatsoever to Contractor. However, any payments due for services rendered satisfactorily prior to such termination but not yet made shall be made on a pro rata basis. Any such payment shall be due and payable within ninety (90) days of the receipt of notice of termination by the parties.

4.4 Payment of Funds.

The following actions may result in a partial or full loss of the approved Allocation Amount allocated to the Contractor which may lead to full termination of Agreement.

4.4.1 A Contractor fails to return a signed Agreement to CCHI within 30 days of receipt of the Agreement.

4.4.2. A Contractor fails to produce satisfactory Invoices and Deliverables as outlined in this Agreement under Exhibit A and B.

4.4.3 A documented pattern of noncooperation with CCHI.

4.4.4 Failure to receive and implement technical assistance provided by CCHI.

4.4.5 Failure to provide complete and accurate data, including failure to timely provide data or other information requested by CCHI in a format accessible to CCHI.

4.4.6 Failure to maintain valid authority to implement this program as approved.

4.4.7 Improper use of cooperative agreement funds.

4.5 Survival of Certain Terms; Return of Records.

The provisions of Sections 1.7 (Independent Contractor Status), 1.9 (Subcontractors), 1.10 (Indemnity), 2 (Intellectual Property), 4 (Termination), 5.2 (Nondisclosure of Confidential Information) and 5.3 (Breach of Confidentiality) shall survive expiration or termination of this Agreement for any reason. In addition, Contractor shall promptly return to CCHI all information furnished to Contractor by CCHI in connection with the performance of the Services under this

Agreement and prior agreements. Any information which must be returned pursuant to this Section, and which is stored electronically shall be delivered on USB Flash Drives. The reasonable costs of return of all CCHI books and records shall be paid by Contractor. Contractor shall, at its own expense, keep copies of any CCHI books or records as reasonably needed by Contractor.

5. Miscellaneous.

5.1 Notice. Except as provided elsewhere in this Agreement, each party giving or making any notice, request, demand, or other official communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery: (i) personal delivery, (ii) Registered or Certified Mail (with return receipt requested and postage prepaid), (iii) nationally recognized overnight courier (with all fees prepaid), or (iv) email with read receipt. A party giving a Notice shall send it to the other party at the following address(es):

	<u>CCHI Contract Contact</u>	<u>CBO Contract Contact</u>
Name:	Yaomee Xiong	Rigoberto Vargas
Title:	Contracts & Finance Manager	Director
Address:	1107 Ninth Street, Suite 601 Sacramento, CA 95814	2240 Gonzales Road, Suite 250 Oxnard, CA 93036
Phone:	916-573-2145	
Email:	Yaomee@cchi.org	
	<u>CCHI Program Contact</u>	<u>CBO Program Contact</u>
Name:	Ema Perez	Alicia Villicana
Title:	Program Coordinator	Health Coverage Programs Manager
Address:	1107 Ninth Street, Suite 601 Sacramento, CA 95814	2240 Gonzales Road, Suite 250 Oxnard, CA 93036
Phone:	916-822-6289	805-981-5233
Email:	<u>Ema@cchi.org</u>	Alicia.villicana@ventura.org

5.2 Nondisclosure of Confidential Information. Contractor agrees that it will not, without first receiving written authorization signed by an officer or director of CCHI, during the term of this Agreement or at any time after the termination of this Agreement, remove from CCHI's premises or otherwise divulge to any other person or entity the contents of any records or any other information of any kind relating to the business of CCHI that is either marked as confidential or that Contractor reasonably understands is confidential or proprietary information belonging to CCHI, including but not limited to (i) donor and customer lists: telephone numbers and other information pertaining to donors and customers, and (ii) finances, plans, or other information relating to the operation of CCHI generally or the Services, specifically. In addition, Contractor agrees not to use any of CCHI's confidential information for any purpose other than as authorized by this Agreement. Contractor will be authorized to share information as required under the Public Records Act.

5.3 Breach of Confidentiality. In addition to Section 4.3 above, Contractor acknowledges that a breach of Section 5.2 may result in irreparable and continuing damage to CCHI for which there will be no adequate remedy at law and agrees that, in the event of any breach or threatened breach of Section 5.2, CCHI shall have the right to seek injunctive relief from a court of competent jurisdiction to prevent a continuing or threatened breach of this Agreement and such other further relief as may be proper without the necessity of posting a bond. In addition to other damages awarded, CCHI shall be entitled to a judgment for court costs.

5.4 Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, legal representatives, and assigns of the parties, provided, however, that because Contractor has been retained by CCHI due to Contractor's particular skill and expertise, Contractor may not assign any of its rights or delegate any performance under this Agreement except with the prior written consent of CCHI. Any purported assignment of rights or delegation of performance in violation of this Section is void.

5.5 Management and Organizational Changes. The Contractor agrees to provide immediate written notice to CCHI if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Contractor's management personnel or losses of funding.

5.6 Governing Law. The laws of the State of California without regard to its conflict of law rules govern all matters arising out of or relating to this Agreement and all transactions it contemplates, including its interpretation, construction, performance, and enforcement.

5.7 Forum Selection. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in a state or federal court in the County of Sacramento, State of California. The parties consent to the exclusive jurisdiction of such courts, and each party waives any objections it may now or later have to the venue or convenience of such forum.

5.8 Arbitration. In the event of any dispute under this Agreement, the parties shall attempt to resolve the matter themselves in an amicable manner. Failing such resolution, any disputes under this Agreement shall be resolved by binding arbitration in accordance with the rules of a third-party dispute resolution provider to be selected by CCHI, or such other rules agreed to by the parties. Any award or order made in any such arbitration may be entered as a judgment in a court of competent jurisdiction. If any action between the parties requires joinder of a third-party claim—and a court does not require the parties to seek arbitration in accordance with this Agreement—then this Section will not apply.

5.9 Promotional Activities. Contractor shall ensure that Centers for Medicare & Medicaid Services (CMS) is clearly identified as a funder or supporter of Contractor in all published material relating to the subject matter of the grant. Contractor shall list Centers for Medicare & Medicaid Services (CMS) as a funder or supporter in its annual report (if any). All proposed Contractor external communications regarding CM shall be submitted first to CCHI for its review and approval.

5.10 Contractor's Release. The Contractor is hereby advised of its obligation to submit, with the final invoice, a Contractor's Release, Exhibit D, acknowledging submission of the final invoice to CCHI.

5.11 Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding the subject matter hereof. This Agreement may not be modified, and no provision waived, without the prior written consent of the party against whom enforcement of the amendment or waiver is sought. No delay in exercising any right shall constitute a waiver of that right. This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which counterparts have taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

California Coverage and Health Initiatives Ventura County Public Health

By: Mark Diel

Title: Chief Executive Officer

Date: _____

By: Rigoberto Vargas

Title: Director

Date: _____

LIST OF EXHIBITS

A - Scope of Work

B – Fee for Services and invoice Process

C – Reporting Deadlines

D – Contractor’s Release Form

E – Invoice Template

F – Invoice Payment Request Form

G – MOU Sample/Direction

EXHIBIT A – SCOPE OF WORK

The Term of Service for this Agreement is July 19, 2021, through June 30, 2025.

Project Description: Assist and submit enrollment applications for health coverage for children into Medi-Cal (California’s Medicaid program) or CHIP and retain additional children in Medi-Cal/CHIP. As well as helping enroll parents and pregnant individuals in Medi-Cal and retain coverage for an additional parents and pregnant individuals by providing direct assistance with applications and annual renewals.

Terms and Conditions

Contractor shall complete all work in accordance to the submitted Work Plan. Below is a summary of the overall objective activities of this Agreement.

1. Program Planning and Startup

- a. Contractor will be given 90 days planning period to increase organization’s capacity to provide services to Medi-Cal/CHIP Beneficiaries as needed; examples include hiring bilingual Health Enrollment Navigators in Spanish and other languages as well as focus on specific populations such as Latinos, mixed immigration status families, rural communities, Native Americans, and other groups with large percentages of uninsured children.
- b. Submit a Work Plan for approval by CCHI that will track and the be road map to Contractor’s progress in meeting deliverables during contract period. (This Work Plan is not set in stone and can be adjusted and approved upon written notices between both parties.)
- c. Work with CCHI Team to hold Health Access Assister (HAA) trainings and provide technical support for HAAs.
- d. Work with CCHI to implement, use, and train staff in using CCHI’s Salesforce data system to collect data.
- e. Collaborate with local Medi-Cal/CHIP eligibility offices to seek support to assess needs and best strategies for the Medi-Cal Application submission process directly to the county if have no prior stablish relationship with local Medi-Cal eligibility offices.

2. **Execute and submit to CCHI a Memorandum of Understanding (MOU)** with local Medi-Cal and CHIP Agencies by September 30, 2022, if don’t have one in place. The purpose of the MOU is to enable Contractor to access local government enrollment data to verify enrollment into Medi-Cal or CHIP. The data requested should reflect only the Contractor’s activities. Reference to Exhibit G for MOU directions.

Should Contractor not able to obtain an MOU to verify enrollment and retention data, an alternative strategy must be established by the end of the 90-day planning period and agreed upon by CCHI. This includes confirming verification of client’s notice of enrollment letter. Follow up phone calls with consumers of enrollment is not considered as formal verification.

3. Outreach and Enrollment Activities

- a. Identify outreach and enrollment support opportunities through events, local agency partners for additional outreach, and internal referrals to new client populations (English and Non-English).
- b. Conduct presentations and educate the public about available services; offer on-site resources during outreach effort; promote services via traditional and non-traditional media
- c. Assist potential Medi-Cal beneficiaries to enroll, maintain, and access health care services via in-person and virtual as needed.

4. Enrollment Tracking and Reporting Measure. Contractor will be required to submit monthly data reports to include the outreach and enrollment activities completed during the month with the following information:

- Number of children for whom an application for health coverage has been submitted
- Number of children verified to be newly enrolled in Medi-Cal or CHIP
- Number of children denied new enrollment in Medi-Cal or CHIP
- Number of children for whom the recipient submitted a renewal form
- Number of children verified to be renewed in Medi-Cal or CHIP
- Number of children denied renewal in Medi-Cal or CHIP
- Number of parents for whom an application for health coverage has been submitted (if applicable)
- Number of parents verified to be newly enrolled in Medi-Cal (if applicable)
- Number of parents denied new enrollment into Medi-Cal or CHIP (if applicable)
- Number of parents for whom the recipient submitted a renewal form (if applicable)
- Number of parents verified to be renewed in Medi-Cal (if applicable)
- Number of parents denied renewal into Medi-Cal or CHIP (if applicable)
- Number of pregnant individuals for whom an application for health coverage has been submitted (if applicable)
- Number of pregnant individuals verified to be newly enrolled in Medi-Cal or CHIP (if applicable)
- Number of pregnant individuals denied new enrollment into Medi-Cal or CHIP (if applicable)

5. Change in Scope. Prior approval from CCHI is required for a change in scope if Contractor anticipates deviating from the original scope of work. If proposing changes, the Contractor must

first consult with CCHI staff prior to submitting a formal amendment request via email. The formal request must include a detailed explanation for the change to the scope of work, including revised time line, work plan, and budget. If approved, the CCHI will issue a revised amendment indicating approval. See Exhibit B section II for detail of prior approvals.

6. **Corrective Action.** Prior to terminating or suspending funding, CCHI may in its sole discretion elect to require the Contractor to take appropriate corrective action to remedy an issue that has placed the Contractor at risk of non-compliance or if CCHI determines that the Contractor is out of compliance with the Agreement. Corrective action is not available to address an action or deficiency that endangers public welfare.
7. **Privacy and Security of Health Information.** The Contractor shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before the start date to protect the privacy and security of individually identifiable health information. In doing so, regardless of whether it is a covered entity (CE) or business associate (BA) as those terms are defined under the HIPAA Privacy Rule, the Contractor shall ensure its own and its subrecipients' and contractors' policies and procedures are at least as stringent (i.e., protective of privacy) as those governing the use and disclosure of protected health information by HIPAA CEs and their BAs under 45 C.F.R. parts 160 and 164. The Contractor and its subrecipients should consult with their own counsel and refer to the HIPAA guidance materials at <http://www.hhs.gov/ocr> for further information about the requirements in 45 C.F.R. Parts 160 and 164.

EXHIBIT B – FEE FOR SERVICES AND INVOICE PROCESS

Fees and Expenses: The total amount of monies available for the services described in Exhibit A, will not exceed \$154,103. These funds will be paid as outlined and will be paid only for each report and invoice submitted punctually and completely. These funds must be spent within the grant period for the specified grant deliverables and activities as described in Exhibit A and Work Plan.

I. Submission of Monthly Invoices: Contractor must complete monthly invoices by providing detailed budget activity expenditures for the specific month as described below.

A. Monthly Invoice Instructions

1. Invoices must be prepared monthly on the template provided. See Exhibit E.
2. Include the following in the spaces provided on the template:
 - CBO Name
 - Name of County Services were provided in
 - Invoice Number
 - Billing Period (specify months)
3. Report actual expenses using exact amounts in dollars and cents. Do not round fractional dollar amounts or cents to the nearest whole dollar amount.
4. Ensure the expenses, services, and materials support the activities that correspond with the approved Work Plan. Reimbursement may only be sought for those expenses and/or expense categories expressly identified as allowable in Contractor's approved budget.
5. Personnel Expenses - Salary Line Items
 - Identify each funded position title or classification.
 - Indicate the number of personnel in each position/classification.
 - Indicate the full time equivalent (FTE) or annual percentage of time/effort for each position (i.e., full time=1.0, $\frac{3}{4}$ time = .75, $\frac{1}{2}$ time =.50, $\frac{1}{4}$ time= .25, number of hours, if hourly, etc.).
 - Include the fringe benefits percentage rate as well as the total personnel costs.
6. Invoice must be signed, in blue ink only, by Contractor's authorized designee. Signature through DocuSign is allowable if in-person signature is not accessible.

7. Submit a copy of the invoice in excel format and a **signed copy** of the invoice in PDF format.
 - E-mail the electronic copies to CCHI via contracts@cchi.org.

B. Invoice Documentation

1. Contractor are required to contain all necessary supporting documentation to substantiate the expenditures that are seeking payment. While CCHI may not request backup documentation for monthly invoices, request of expense documentation may be requested anytime if any expenses are questioned by CMS or CCHI.
2. You must retain all records that substantiate expenditures billed to CCHI as part of this project for auditing purposes.
3. CCHI will work with Contractor if CMS require additional documentation for Contractor's invoice.

C. Allowable Line-Item Shifts

1. Cumulative line item shifts of up to five percent (5%), each FY, per line item may be reported provided no line item is increased or decreased by more than five (5%) percent of the total budget number and the approved annual budget total is not changed.
2. Adjustments can only be made on approved line-item activities.
3. Contractor must adhere to CCHI requirements regarding the process to follow in requesting approval to make line-item shifts.
4. Line-item shifts may be proposed or requested by either CCHI or Contractor.

D. Corrections to Invoices

1. If discrepancies are found or additional documentation is required, CCHI will contact Contractor. It may be possible to resolve the discrepancies by phone and by the Contractor submitting additional documentation. As a courtesy, CCHI will hold invoices for no longer than five (5) calendar days to satisfactorily resolve any issues with the submitted invoice. If satisfactory resolution cannot be achieved, the

invoice(s) will be returned to the Contractor with a written explanation of the reasons it is being returned for correction.

2. When Contractor corrects and returns the rejected invoice(s), it must identify the resubmitted invoice(s) as a **Corrected Invoice**.
3. Corrected amounts and totals must be indicated with **bold type**. Include an explanation of changes or corrections in the space provided.

II. Prior Approval Requirements: CCHI anticipates that Contractor may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, Contractor are allowed a certain degree of latitude to re-budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the program requirements.

Request to modify budget or work plan must be submitted in writing. Based on the nature, extent, and timing of the request, the CCHI may approve, deny, or request additional material to further document and evaluate Contactor's request.

Verbal authorization is not approval and is not binding. Contractor who proceed do so at their own risk.

A. Prior approval is required for but is not limited to:

1. Changes in Key Personnel and Level of Effort,
2. Budget Revisions
3. Changes in Scope,
4. Carryover Requests,
5. Purchase of Technology

Purchase of technology items (both those classified as equipment and those classified as supplies), over an above that which is already approved in the budget must be approved by the CCHI (regardless of acquisition cost).

Note: All technology items, regardless of classification as equipment or supply must still be individually tagged and recorded in an equipment/technology data. This database should have information necessary to properly identify and locate the item. For example, serial # and location of equipment (e.g. laptops, tablets, etc.).

6. No Cost Extensions,
7. Lifting of Funding Restrictions;

8. Removal of Corrective Action Plans;

III. Recovery of Overpayments

A. CMS and CCHI will recover overpayments from the Contractor including, but not limited to, payments determined to be:

1. In excess of allowable costs.
2. In excess of the amount usually charged by Contractor
3. For services not documented in records of Contractor
4. Based upon false or incorrect invoices.
5. For services deemed to have been excessive or inappropriate.
6. For services not covered in the approved Work Plan and Budget
7. For services that should have been billed to another funding source; other State and federal agency or other governmental entity contract or grant; or any private contract or agreement for which Contractor were eligible to receive payment for such services.

B. Procedures for Recovery of Overpayments:

1. CCHI will advise Contractor that an overpayment has occurred and discuss the overpayment with the Contractor.
2. Contractor must pay the full amount due in one payment with a check made out to CCHI.
3. CCHI will mail the check to CMS.

W-9: As a preliminary matter, Contractor must supply CCHI with its W-9 and copies of its additionally Insured Certificates as specified in Section 1.11 of this Agreement. See due dates of request under Exhibit C - monthly data report timeline.

Record Retention

- **Copies of all receipts** should be maintained at the Contractor's headquarters, but do not need to be sent with monthly invoices unless requested by CCHI. If requested, CCHI will accept copies of the receipts, which will serve as back-up for any and all expenses incurred under the terms of this Agreement. All expenses must be allowable under the Approved Contractor Budget and the terms of this Agreement. Receipts should be maintained for 5 year(s) after the end of the Agreement Term of Service (June 30, 2025).
- **Copies of all service agreements** with any subcontractors should be maintained by Contractor at Contractor's headquarters. These agreements may be requested by CCHI.
- **Record Retention:** Contractor shall keep complete accurate financial records, supporting documents, statistical records, and all other records pertinent to related activity funded under this Agreement. These records must be retained for at least 5 year[s] after the later of the

Program End Date or the date of final resolution of any legal proceeding, final claim, or audit related to this Agreement.

- **Access, Inspections and Audits:** During the grant period and for 5 year[s] after the later of the Program End Date or final date of final resolution of any legal proceeding, final claim, or audit related to this Agreement, Contractor shall permit, or ensure authorized representatives of CCHI, or any duly authorized representative, full and free access during normal working hours to records, premises of the Contractor where records are maintained, program sites, other sites where program related documentation is maintained or program objectives are implemented, and all personnel of Contractor. The right to access, regardless of whether exercised, does not relieve CCHI and Contractor of their obligations under this Agreement

EXHIBIT C – REPORTING DEADLINES

MONTHLY DATA REPORT:

Monthly narrative and data reports will be due 15 days following the last day of the month of reporting. See Exhibit F for narrative report questions. For monthly data report, all entries in Salesforce for service month must be entered completely by the 15th of the following month for submission to CMS.

Semi-Annual Programmatic Progress Reports. Contractor is also required to submit semi-annual program progress reports to CCHI. Semi-annual program progress reports are due 15 days after the end of each semi-annual (six month) reporting period. The progress report should cover activities that took place in the prior six-month period

The semi-annual progress reporting template and submission format will be determined at the discretion of CMS and will be provided at a later date from CCHI once CMS provide further information.

In each semi-annual program progress report, Contractor will describe the cooperative agreement progress and provide data on the Contractor's results of children, parents (if applicable), and pregnant individuals (if applicable) who applied, were enrolled, retained and denied in the Medicaid and CHIP programs. The Contractor will describe each outreach and enrollment strategy and how it is linked to increased enrollment/retention. The Contractor will demonstrate how that linkage is supported by data, i.e., number of children referred to the state for enrollment and program retention and the number of children enrolled/retained in these programs as a result of those efforts. These reports should include narrative updates on grant activities as well as information as specified in each Contractor's Work Plan.

Submission of Contractor's semi-annual progress reports are required to be completed 15 days after the end of each semi-annual period:

- **Semi-Annual Period One ends December 31, 2022**
- **Semi-Annual Period Two ends June 30, 2023**
- **Semi-Annual Period Three ends December 31, 2023**
- **Semi-Annual Period Four ends June 30, 2024**
- **Semi-Annual Period Five ends December 31, 2024**
- **Semi-Annual/Final Period Six ends June 30, 2025**



All semi-annual progress reports must be submitted electronically to CCHI at contracts@cchi.org.

CCHI will provide Contractor with additional instructions for the semi-annual progress report and the final progress report submissions once CCHI receive further directions from CMS.

8. **Final Reports.** The Contractor is required to submit a final program progress to **CCHI 60 days after the project period ends.** The final program progress report should assess the overall effectiveness of the project and suggest how the specific strategies and activities could be amended to better achieve stated goals. This report will encompass key factors describing and summarizing the overall success and cumulative outcomes for the entire period of the Agreement. CCHI will provide more detailed information about the content and format of the final program progress report as well as other required final reports prior to the end of the project period once more directions are provided from CMS.

Below is the first 9 months of monthly data report due dates. The rest of the monthly reports for this contract agreement time frame will follow the same due date schedule as shown below.

Activity	Due By
<ul style="list-style-type: none">• W-9• Copies of Certificates of Insurance	Within a week of contract signature.
<ul style="list-style-type: none">• Work Plan• Revised Budget (As Needed)	Due COB of September 1, 2022.
1st Monthly Report (Covers July 19, 2022 – August 30 data points)	August 15, 2022
2nd Monthly Report (Covers September 1 – 31, 2022 data points)	October 15, 2022
3rd Monthly Report (Covers October 1- 30, 2022 data points)	November 15, 2022
4th Monthly Report (Covers November 1 – 31, 2022 data points)	December 15, 2022



5th Monthly Report (Covers December 1 – 31, 2022 data points)	January 15, 2023
6th Monthly Report (Covers January 1 – 30, 2023 data points)	February 15, 2023
7th Monthly Report (Covers February 1 – 28, 2023 data points)	March 15, 2023
8th Monthly Report (Covers March 1 – 31, 2023 data points)	April 15, 2023
9th Monthly Report (Covers April 1 – 31, 2022 data points)	May 15, 2023

All items must be submitted via email to Contracts@cchi.org. If submission date falls on a weekend, then due date will be on the workday leading to the weekend/holiday due date.

All submissions are due by Noon (12 PM PT) on the due date. If for technical reasons or other uncontrolled reasons cannot submit on time Contractor must notify CCHI Program Coordinator before deadline submission. Questions on contract and invoices should be directed to CCHI Program Coordinator, Ema Perez, at ema@cchi.org or 916-822-6289. **Final invoice for this grant must include CCHI's Contractor's Release form**. Exhibit D below.



EXHIBIT D – CONTRACTOR’S RELEASE

CCHI CMS HEALTHY KIDS 2022 CONTRACT AGREEMENT

CONTRACTOR’S RELEASE

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** CMS-2Y2-22-006 entered into between California Coverage and Health Initiatives (CCHI) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)**: _____ in the **amount(s)** of \$ _____ and **dated** _____.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for **no less than 5 years** beyond the date of final payment, unless a longer term is stated in said contract.

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



All other aspects of the original Agreement remain in effect. Agreed:

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name and Title of Person Signing: _____