

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.30
(ID # 15418)

MEETING DATE:

Tuesday, June 22, 2021

FROM: RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH: Ratify and Approve the Subcontract Agreement with Advocates for Human Potential, Inc. to Accept Grant Funds to Participate as an Implementation Site in a Pilot Program to Improve Access to Service for Opioid Use Disorder and Implement the California Hub and Spoke System (CA H&SS), District 4. [\$50,000, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Subcontract Agreement with Advocates for Human Potential, Inc. (AHP) to Accept Grant Funds to Participate as an Implementation Site in a Pilot Program to Improve Access to Service for Opioid Use Disorder and Implement the California Hub and Spoke System (CA H&SS) for the period of February 10, 2021 through June 1, 2022 in the amount of \$50,000, and authorize the Director of Behavioral Health to sign the Agreement on behalf of the County; and
2. Authorize the Director of Behavioral Health to execute amendments, certification and reports on behalf of RUHS-BH and administer the grant. This authority shall include signature of necessary acceptance documents and amendments that otherwise increase or modify the grant application, exhibits, certifications, and reports. Amendments shall be subject to County Counsel approval.

ACTION: Policy


Matthew Chang, Director 5/25/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 22, 2021
xc: RUHS-BH

Kecia R. Harper
Clerk of the Board

By 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$10,000	\$40,000	\$50,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	No
			For Fiscal Year:	20/21-21/22

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system that consists of county-operated and contracted service providers delivering a variety of Substance Abuse Prevention and Treatment (SAPT) services within each geographic region of Riverside County.

The California Department of Healthcare Services (DHCS) administers the California Hub and Spoke System (CA H&SS), otherwise known as the Medication for Addiction Treatment (MAT) Expansion Program, which monitors and provides support for treatment programming. An increase in stimulant use has been identified among patients across the State of California, prompting DHCS to release supplemental funds directed toward improving the quality of program services, and increasing the uptake of evidence-based resources, to address the rising trend. This agreement is funded in whole or in part with DHCS State Opioid Response (SOR) grant funds awarded directly to AHP.

In Riverside County, there has been an increase in stimulant overdose rates between 2019 and 2020. In 2020, there were 216 methamphetamine overdoses countywide, which is a 29% increase from 2019. The overdose rate for stimulants is higher than that of fentanyl or heroin. For the desert region alone, the number of methamphetamine overdoses in the first nine months of 2020 was 59, and approximately 25 emergency room visits were directly related to methamphetamine use. In FY 18/19 and 19/20, those with a stimulant identified drug of choice made up over half of the consumer population served at the RUHS-BH Desert Hot Springs SAPT clinic. Some of the prevalent consequences of stimulant use include physical and mental health risks, legal consequences, family concerns and chronic homelessness.

On December 18, 2020, RUHS-BH Desert Hot Springs SAPT submitted an application to AHP to participate as an implementation site in a pilot program focusing on the emergent use of stimulants, namely methamphetamine and cocaine among patients in publicly funded specialty substance use disorder (SUD) treatment. Subsequently, on January 29, 2021, AHP awarded RUHS-BH as a sub-grantee to allow the Desert Hot Springs SAPT clinic to participate in the project. Through this program, RUHS-BH SAPT staff will receive extensive training and

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STATE OF CALIFORNIA**

coaching to deliver a manualized integrated, research-supported, multi-component approach to enhance and improve the treatment experience of individuals with Psychoactive Stimulant Use Disorder (PSUD) in the desert region.

Therefore, RUHS-BH is requesting that the Board of Supervisors approve the agreement with AHP in the amount of \$50,000 for approved project costs such as intervention implementation, workforce development and training and patient incentives for participation in data collection.

Impact on Citizens and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

There are sufficient funds in the Department's budget for FY 20/21 and no additional County funds are required.



Jacqueline Ruiz, Sr. Management Analyst 6/15/2021

SUBCONTRACT AGREEMENT

SUMMARY COVER SHEET

Contract ID	7426-CA H&SS-RUHEALTH-STIM-01
Contract Effective Date:	February 10, 2021
Contractor:	ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 AHP Contracting Officer: Charles Galland, COO cgalland@ahpnet.com /978-261-1425 AHP Project Director: Kathleen West Tel: 310-998-7898 (o)/ kwest@ahpnet.com AHP Direct Staff Contact: Kathleen West Tel: 310-998-7898 (o)/ kwest@ahpnet.com
Subcontractor:	RIVERSIDE UNIVERISTY HEALTH SYSTEM ("RUHEALTH") ATTN: Richard Bolter 14320 Palm Drive, Desert Hot Springs, CA 92240 Phone: 760-770-2241 Email address: rbolter@ruhealth.org
Prime Contract Identification:	Client: California Department of Health Care Services Agreement No.: 20-10308 Contract Title: "California Hub and Spoke System (CA H&SS)"
Subcontract Type:	Deliverable Based Contract
Period of Performance:	February 10, 2021 through June 1, 2022
Consideration/Budget:	Professional Services NTE \$50,000.00
Billing Terms:	See Attachment E-Payment Schedule
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

Subcontract Cover Sheet

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

**SUBCONTRACT AGREEMENT
7426-CA H&SS-STIM-RUHEALTH-01**

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("AHP" or the "Contractor"), and **RIVERSIDE UNIVERSITY HEALTH SYSTEM** with offices at **14320 Palm Drive, Desert Hot Springs, CA 92245** ("RUHEALTH" or "Subcontractor").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to improve access to services for Opioid Use Disorder and implement the California Hub and Spoke System, with regard to the CA DHCS Hub and Spoke System . Project No: 20-10308. **7426-CA H&SS-STIM-RUHEALTH-01**, hereinafter the "Contract," and the Subcontractor desires to assist AHP in its business by performing such services;

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, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this 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.**

By: 

**CHARLES GALLAND, CHIEF
OPERATING OFFICER**

Date: 7/22/21

SUBCONTRACTOR:

**RIVERSIDE UNIVERSITY HEALTH
SYSTEM**

Print or Type Name of Subcontractor



*Signature of Authorized Entity
Representative*

Matthew Chang, M.D., MMM

Print or Type Name of Person Signing

Director

Representative Title

Date: 7/14/21

FORM APPROVED COUNTY COUNSEL

BY: 
ERIC STOPHER

5/26/21
DATE

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SECTION 1. PRIVACY OF CONTRACT

This Subcontract is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("Client") which may include funding from the United States Government. Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this subcontract. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

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

2.2 Funding

All amounts under this Subcontract reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E**

This Subcontract is entered into, and the obligation of funds 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 this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Subcontract or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

Total funds currently available for payment and allotted to this Subcontract are **fifty thousand dollars (\$50,000.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **February 10, 2021 through June 1, 2022**, unless sooner terminated in accordance with the terms of this Subcontract. Any extensions to the period of performance will be supported by a written modification to the Subcontract, and any changes or additions to the Statement of Work/ deliverables/ days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall, within five (5) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

Option Periods:

N/A

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 of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so by the Project Director or his/her designee.

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 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the prime contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Subcontract. AHP reserves the right to inspect or test any supplies or services tendered under this Subcontract, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Subcontract. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect subcontractor's work. Should AHP and/or client find the material unsatisfactory, AHP shall notify subcontractor of the defects within the 10 day period. Subcontractor shall have 10 business days to cure said defects associated with subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

SECTION 4. STATEMENT OF WORK

(a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment C**.

(b) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance

of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5. SUBCONTRACTOR TRAVEL

(a) Travel is is not authorized under this Subcontract.

(b) Subcontractor travel expenses are included in the Deliverable Based Contract and therefore cannot be invoiced separately. As this is a Federal contract, *all authorized travel shall be in accordance with the FTR*, accessed at:

<http://www.gsa.gov/portal/category/100000>. Please note only \$3.00 per participant may be spend for food based on DHCS guidance.

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

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

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, 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

(b) 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:

Kathleen West, Project Director
Advocates for Human Potential, Inc.
310-998-7898
kwest@ahpnet.com

6.2 Subcontractor Representatives

(a) 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:

Matthew Chang, M.D., MMM

Director, RUHS – Behavioral Health

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

Rhyan Miller

Deputy Director Forensics, RUHS – Behavioral Health

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Subcontract. Subcontractor shall be reimbursed in accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability and reasonableness and any restrictions contained in the Prime Contract, and/or under the FAR if specified.

(b) Invoices may be submitted quarterly, as per payment schedule 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: **7426-CA H&SS-STIM-RUHEALTH-01**
- iv. Invoice No.
- v. Invoice date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work 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 is not allowed.

(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 has reviewed, accepted, and signed the Invoice***), payment shall be remitted via First Class Mail within 10 business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor 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 the Project Director's

review of the deliverables, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment C**. Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in three 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 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 within the period of performance of this Subcontract, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee may be reduced. In the event that the term of this Subcontract expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Subcontract to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

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 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, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right of refusal for all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth herein, prior to staffing any positions, Subcontractor shall submit the names, resumes, and any other requested data for the proposed personnel to the Project Director. Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications. Subcontractor shall bear all costs associated with such removal and replacement. Key personnel essential to the work being performed is/are:

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP.

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.

(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 agreement of a revised price, a modification will be issued. Subcontractor

must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to 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 the Clause of this Agreement entitled "Disputes." Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP, including the identity of AHP clients. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Subcontract.

(b) *Non-Disclosure of Confidential Research and Statistical Data:* Subcontractor, and its employees, consultants and/or lower tiered subcontractors, shall be subject to all applicable Federal/state requirements concerning the protection of confidentiality of

research and statistical information identifiable to a private person, and will comply with all established procedures to safeguard privacy and confidentiality.

(c) Personally Identifiable Information. Subcontractor shall, and shall ensure that each subcontractor, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements.

Subcontractor shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) with AHP (excluding the personally identifiable information of Subcontractors or its subcontractors' directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY

(a) As between AHP and Subcontractor, AHP's ideas and requirements whether written formally or provided verbally to the Subcontractor are owned by AHP.

(b) All writings or works of authorship, ideas, discoveries, inventions, patents, products, or other information, including without limitation, specifications, program codes, source code, framework, JAR files, ZIP files, Library's files, scripts, and all related documentation, data or technical information produced or authored by the Subcontractor or any of its employees in the course of performing the work hereunder, together with any copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment in the same ("Works"), are works made for hire and the property of AHP. To the extent that any Works may not, by operation of law, be works made for hire, this Subcontract will constitute an irrevocable assignment by the Subcontractor to AHP of the ownership of, and all rights of copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment of the Works, and AHP will have the right to obtain and hold in its name all registrations which may be available in the Works. Subcontractor agrees to give AHP or its designees all assistance reasonably required to perfect such rights. The Subcontractor will turn over all Works to AHP when the Subcontractor ceases to perform services for AHP or upon AHP's earlier request.

(c) In performing services under this Agreement, Subcontractor will not design or develop any items that infringe one or more patents or other intellectual property rights of any third party. If Subcontractor becomes aware of any possible infringement in the course of performing the Work, Subcontractor shall immediately so notify AHP in writing.

(d) This Section is subject to any contrary or additional provisions contained in the **SPECIAL SUBCONTRACT TERMS AND CONDITIONS**, or under FAR clause 52.227-14, Rights in Data, together with any Alternates, if specified.

(e) This Section shall survive the expiration or termination of this Subcontract.

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Prime Contractor, may terminate if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all

deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), the agreement may be terminated. Upon notification or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is working in Good Faith and Prime Contractor approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Subcontract is terminated for cause pursuant to Paragraph (a) above, then the Prime Contractor nor AHP shall not be liable for any work that is not performed in accordance with the Subcontract. The Prime Contractor through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract and the Subcontractor shall transfer to the Prime Contractor or AHP all work that has been completed and paid for under this Subcontract.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

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: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Subcontract, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the Subcontractor or of any of its employees, agents, or lower-tier subcontractors, with \$1,000,000 combined single limits.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under the Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be

endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as an additional insured party under such policies. The certificate shall indicate that AHP will be notified thirty (30) days prior to the modification or cancellation of any such insurance policies.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

SECTION 13: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and its 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), 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 section or the work performed, inclusive of Intellectual property infringement, if applicable, under this Subcontract. 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 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, Client or AHP under the terms of this Agreement.

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

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

SECTION 14: DISPUTES/APPLICABLE LAWS

14.1 Disputes

Any dispute arising out of, or relating to, this Subcontract that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be Massachusetts at the election of AHP. 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.

14.2 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 Commonwealth of Massachusetts shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Subcontract.

SECTION 15: CERTIFICATIONS

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

(a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that they 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 Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements 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 is in compliance 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 Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

(n) Request for Application Subcontract hereby certifies that its responses to the RFA, incorporated herewith as Attachment F, are true and complete. Furthermore, any terms, provisions and conditions contained in Attachment F shall be incorporated in to this Subcontract.

SECTION 16: APPLICANT REQUIREMENTS

- (a) Applicant must be business entity located or able to operate in California and be registered with the California Secretary of State.
- (b) Applicant must have extensive experience and expertise in administering, overseeing, and monitoring several complex contracts simultaneously.
- (c) Applicant must have extensive experience and expertise in serving as a fiscal intermediary managing large budgets, and tracking payments to contractors

- (d) Applicant must have extensive experience and expertise in project management of large and complex projects
- (e) Applicant must have extensive experience providing Technical Assistance (TA).
- (f) Applicant must have extensive experience and expertise in data collection and analysis, and reporting.
- (g) As required by California law, business entities (Corporations, Partnerships, Limited Liability Companies) must be in good standing and qualified to do business in California.
- (h) Non-Profit Organizations must certify their eligibility to claim non-profit status.
- (i) Applicant must have trained and experienced personnel or labor resources with appropriate knowledge, skills and abilities to direct, supervise, and perform all services outlined in the SOW.
- (j) Applicant must certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the state.

SECTION 17: BEST EFFORTS

17.1 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 Section 4 and Attachment A of this Agreement.

THIS AGREEMENT CONSISTS OF **FOURTEEN (14)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of PAGES</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Subcontractor Requirements	16
Attachment C – Subcontractor’s Statement of Work	5
Attachment D – Allowable Cost	5
Attachment E – Payment Schedule	1
Attachment F – RFA for Improving Treatment of Stimulant Use Disorders with Evidence Based Practices	8

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.

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.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the 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 government 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.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

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 the services under this contract, 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.

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 be 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.

Third Party Beneficiaries: This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

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

1. Federal Equal Opportunity Requirements

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

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

Agreement may be cancelled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.

- d. Unless waived or otherwise stipulated in writing by AHP, prior written authorization from the AHP Contract 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, 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 (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- f. The 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 the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- g. For all purchases, the 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 for inspection or audit.
- h. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Subcontractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

- (1) **Reporting of Equipment/Property Receipt** - AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP 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. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into 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 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 a subcontractor (including independent consultants).
 - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by 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 state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The 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 may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, 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 AHP.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP 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 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 AP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP 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 DCHS 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 AHP under this Agreement.)

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

Automobile Liability Insurance

- (a) The 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 agreement funds or furnished by AHP under the terms of this Agreement, to the Subcontractor.
- (b) The Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP Program Contract Manager. The certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.
- (c) The 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.
- (d) The Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the 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 each agreement number for which the insurance was obtained.
- (f) The Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by AHP, 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.
- (g) In the event the Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor 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) AHP may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- (a) A local governmental entity or the federal government,
- (b) A State college or State university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
- (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. AHP 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 requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- d. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- e. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

- g. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

6. Income Restrictions

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

7. Audit and Record Retention

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

- a. The 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 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, 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 Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The 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 must supply or make available applicable devices, hardware, and/or software necessary to

view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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

8. Site Inspection

AHP 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, the Subcontractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Intellectual Property Rights

a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP 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 AHP and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, 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 AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not 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 AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's

exclusive rights in the Intellectual Property, and in assuring AHP's sole rights against third parties with respect to the Intellectual Property. If the Subcontractor 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 AHP all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

- (5) Subcontractor further agrees to assist and cooperate with AHP 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 AHP'S 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 AHP 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 AHP, 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 AHP 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 Paragraph a, subparagraph (2)(a) of this provision] 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 AHP to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], This material may not be reproduced or disseminated without prior written permission from AHP." 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, Contractor hereby grants to AHP a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP 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's prior written approval; and (ii) granting to or obtaining for AHP, without additional compensation, a license, as described in Section 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 the these terms is unattainable, and AHP 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.

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 or AHP 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 AHP or 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 OR AHP 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 AHP's 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 DCHS or AHP 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.

(2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP. AHP 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 AHP 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, AHP shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP 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.

10. Prior Approval of Training Seminars, Workshops or Conferences

Subcontractor shall obtain prior AHP approval of the location, costs, dates, agenda, instructors,

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. 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 Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents 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 shall promptly transmit to the AHP Program Contract Manager 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 without prior written authorization from the AHP Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP, 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.

14. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030)

c. The Subcontractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(2) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Subcontractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(3) ***If the Subcontractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Subcontractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Subcontractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Subcontractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Subcontractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Subcontractor's total revenue. The AHP program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Subcontractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Subcontractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Subcontractor shall include a clause in any agreement the Subcontractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

15. Human Subjects Use Requirements

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

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

16. Novation Requirements

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

17. Debarment and Suspension Certification

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

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

18 Performance Evaluation

(Not applicable to grant agreements.)

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

19 Suspension or Stop Work Notification

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the 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. The resumption of work (in whole or part) will be at AHP's 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, AHP 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 AHP.
- 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 shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

**ATTACHMENT C
STATEMENT OF WORK**

Stimulant Project - Riverside University Health System-Desert Hot Springs

**Psychoactive Stimulant Use Disorder TRUST Manual EBP
Implementation Scope of Work – Cohort 2**

Deliverable	Deliverable Description	Amount	Invoice Date
7426.00.010	-Execute PSUD TRUST subcontract with Advocates for Human Potential, Inc. (AHP) - Participate in 90-minute Feb 17, 2021 Project Orientation webinar	\$5,000	March 1, 2021
7426.00.010	From March 2021 through April 2021: - Participate in minimum of one (1) direct call with UCLA project staff for project orientation and baseline qualitative key informant interview -Participate in one two (2)-hour Stimulant Overview/preparatory Training webinar with UCLA via Zoom	\$5,000	May 1, 2021
7426.00.010	From October 2021 through November 2021: -Participate in eight (8) two (2)-hour intensive Zoom training on TRUST manual sessions delivered by UCLA ISAP over 8 weeks -Complete online post-training provider knowledge survey (quantitative)	\$15,000	Dec 1, 2021
7426.00.010	From December 2021 through February 2022: -Participate in minimum of six (6) bi-weekly virtual Coaching calls with UCLA ISAP during December, January and February -Initiate patient recruitment (40 patients) with primary psychoactive stimulant use disorder (PSUD) for treatment using the TRUST manualized treatment model -Collect intervention tracking data from patients -Conduct GPRA interviews on intake and discharge for all TRUST pilot project patients -Initiate TRUST intervention incentives (\$3,000.00) for pilot project patients	\$20,000	Mar 1, 2022
7426.00.010	From March 2022 through May 2022: -Participate in monthly virtual Coaching Calls with UCLA ISAP -Participate in additional monthly virtual Coaching Calls as needed to support project sustainability through intervention completion -Complete enrollment and intervention implementation -Participate in post-intervention key informant interviews and brief provider survey	\$5,000	June 1, 2022
TOTAL		\$50,000	

ATTACHMENT D ALLOWABLE COST

SOR Grant Funding Terms

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

The following is a general list of Terms and Conditions, allowable activities and expenditures under California's State Opioid Response (SOR) grant. Subcontractors must comply with the allowable costs under federal grants, 45 CFR Part 75.

1. Grant funds should only be used when no other funding source exists. Grant funds for allowable expenditures can only be utilized for:
 - (a) services directly attributable to the MAT Expansion Project;
 - (b) services to individuals who are not covered by public or commercial health insurance plans;
 - (c) services to individuals whose coverage has been formally determined to be unaffordable; or
 - (d) services that are not sufficiently covered by an individual's health insurance plan.Expenditures for services only partially attributable to the SOR grant must have sufficient rationale identifying cost-sharing allocations.
2. SOR funds may only be utilized to provide services to patients that specifically address stimulant or opioid misuse issues. If either a stimulant or opioid misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with stimulants or opioids misuse shall not receive treatment or recovery services with SOR grant funds. EG: a patient with only an alcohol use disorder without a history or current of stimulant or opioid misuse, may not receive SOR funds for MAT.
3. No more than 2 percent of the total grant award may be used for data collection and reporting.
 - (a) Organizations may supplement data collection and reporting funding up to 5% through the administrative and infrastructure development cost categories. As a result, as much as 7 percent is available for data collection and reporting (if no other costs are included within the administrative and infrastructure development categories).
4. Organizations receiving SOR funding are not required to bill indirect costs; however, should indirect costs be budgeted, the maximum available indirect cost rate is 10%, unless there is a federally negotiated rate in place with the federal awarding agency (Health and Human Services Agency).
5. Organizations receiving SOR funds may not deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorder. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial.

6. Procurement of DATA waiver training is not an allowable use of SOR funds.
7. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
 - (a) Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
8. Contingency management may ONLY be used for patients with a primary stimulant (methamphetamine and/or cocaine) disorder (StUD). Polysubstance abuse patients with a secondary StUD may not receive SOR 2 funds for contingency management treatment.
 - (a) Contingencies may be used to reward and incentivize treatment compliance with a maximum contingency value being \$15 per contingency. Each patient may not receive contingencies totaling more than \$75 per year of his/her treatment.
9. Telehealth services and infrastructure are allowable expenses under the grant.
 - (a) Any infrastructure costs must be dedicated to provider telehealth infrastructure. No funding can be allocated to purchasing telehealth equipment for patients, or loaning funds/ equipment to patients for the purpose of providing telehealth services.

Allowable & Unallowable Costs Personnel

Allowable	Unallowable
<ol style="list-style-type: none"> 1. Salaries and fringe benefits for any staff serving patients or managing grant funds or activities. Positions may include: <ul style="list-style-type: none"> • Physician, NP, PA or other prescribing provider • Nurse • Counselor • Case manager/care coordinator • Peer Support Specialist • Program Director • MAT Support Team Staff • Administrative staff 2. Reference manuals and tools used for personnel and community education 3. Time/expenses related to data collection activities (up to 2 percent of total grant award) 	<ol style="list-style-type: none"> 1. Salaries and fringe benefits to personnel not performing MAT Expansion Project activities 2. Salaries and fringe benefits for personnel performing both grant activities and non-grant activities without sufficient documentation (i.e. payroll records, paystubs, and job descriptions clearly identifying cost-sharing methodologies)

Treatment Services for Un/Under-Insured Patients

Allowable	Unallowable
<ol style="list-style-type: none"> 1. FDA approved medications for Opioid Use Disorder (OUD) <ul style="list-style-type: none"> • Methadone • Buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations • Naltrexone products including extended-release and oral formulations 2. FDA-approved medications or devices for withdrawal management 3. Naloxone at Public Interest Price where no other funding source exists (Public Interest Price: \$75/unit). Naloxone can be requested through the <u>Naloxone Distribution Project</u> if you are unable to procure naloxone through another funding source. 4. HIV, hepatitis C testing 5. Hepatitis A & B testing, vaccination 6. Services for incarcerated patients with OUD or stimulant use disorder 7. Residential treatment for patients with OUD or stimulant use disorder 8. Evidence-based contingency management approaches, including incentives, drawings, vouchers, etc. Cost limit of \$15 per contingency with a cap of \$75 per patient per year 9. Any allowable services or activities provided via telehealth 10. Urine drug screening/testing costs 11. Any other services or activities for SUD treatment not covered/not sufficiently covered by the individual's insurance--contact your DHCS program analyst for approval. 	<ol style="list-style-type: none"> 1. Non-FDA approved medications 2. Non-FDA approved devices 3. Services or medications for patients who are covered by other funding sources (e.g. Medi-Cal, private insurance). 4. Direct payments to individuals to induce their entry into treatment or continuation in treatment. It is unallowable to provide an "undue inducement" that removes the voluntary nature of participation in treatment.

Infrastructure

Allowable	Unallowable
<ol style="list-style-type: none"> 1. Purchase or upgrades related to provider telehealth systems. Examples include: <ul style="list-style-type: none"> • Hardware to be used by providers, such as: desktops, monitors, laptops, tablets, servers, and webcam • Software and Broadband subscriptions • Improvements to electronic health records, adding electronic forms, and other data infrastructure 2. Purchase or upgrades related to virtual meeting platforms 3. Minor Alterations and Renovations (A&R), which is defined as work that changes the interior arrangement or other physical characteristics of an existing facility or installed equipment so that it can be used more effectively for its currently designed purpose or adapted to an alternative use to meet a programmatic requirement. A&R may include work referred to as improvements, conversion, rehabilitation, or remodeling. Minor A&R examples include: <ul style="list-style-type: none"> • Dispensing Window addition or improvement • Minor internal office infrastructure, such as adding walls or doors to house personnel 	<ol style="list-style-type: none"> 1. Purchase or loan of telehealth equipment to patients is an unallowable expense. 2. Infrastructure costs exceeding \$75,000 3. New facility construction, facility expansion, or major A&R where the total Federal and non-Federal costs, excluding moveable equipment (equipment that is not permanently affixed), exceeds \$500,000. 4. Facility improvements unrelated to the expansion of OUD prevention, treatment, and recovery services 5. Facility improvements to building foundation, roofing, heating and air conditioning, or other structural improvements 6. Purchase of building 7. Telehealth infrastructure: <ul style="list-style-type: none"> • Structural development to integrate broadband lines • Telehealth kiosks

Outreach & Engagement

Allowable	Unallowable
<ol style="list-style-type: none"> 1. Patient outreach/engagement activities and resources. 2. Costs of meetings, conventions or other events related to MAT Expansion Project operations 3. Outreach/presentations to community agencies, local organizations, law enforcement, etc. 4. Costs related to operation of local opioid coalitions. 5. Advertising costs directly related to contracted services. 	<ol style="list-style-type: none"> 1. Costs of meetings, conventions or other events not related to MAT Expansion Project operations 2. Costs of promotional items and memorabilia, including models, gifts, and souvenirs related to other activities of the entity 3. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense 4. Sporting events and entertainment 5. Alcoholic beverages

Miscellaneous

<i>Allowable</i>	<i>Unallowable</i>
<ol style="list-style-type: none"> 1. Patient incentives for completing GPRA surveys are allowable up to \$30 non-cash incentive. Incentives are only allowable for 6-month follow-up interviews or discharge interviews for clients who have dropped out or left the program. 2. Medical equipment necessary to project operation. 3. Medication safes to store MAT medications. 4. Medication safes or lockboxes for patients 5. Travel reasonably incurred for the MAT Expansion Project paid at the State rate (<u>State travel reimbursement rates</u>) 6. Patient transportation, such as bus passes, taxis, and ride-sharing services 7. Office supplies critical to project operation 8. Furniture necessary to project operation, such as additional desks, office chairs, and other minor equipment. 9. Detera pouches used to deactivate medications for disposal 	<ol style="list-style-type: none"> 1. Fentanyl testing strips 2. Travel unrelated to MAT Expansion Project operations 3. Travel costs in excess of the State rate 4. Purchasing vehicles to disperse MAT to patients 5. Supplies, equipment, or furniture for use in non-contract operations of the entity 6. Automated External Defibrillators (AED) 7. Natural remedies (herbs, acupuncture, and other therapies)

**ATTACHMENT E
PAYMENT SCHEDULE**

Cohort 2

Invoice Date	Amount of Invoice
March 1, 2021	\$5,000.00
May 1, 2021	\$5,000.00
December 1, 2021	\$15,000.00
March 1, 2022	\$20,000.00
June 1, 2022	\$5,000.00
Total:	\$50,000.00

ATTACHMENT F
Request for Application
Improving Treatment of Stimulant Use Disorders with Evidence Based Practices

ATTACHMENT F
Request for Application
Improving Treatment of Stimulant Use Disorders with Evidence Based Practices

**Request for Applications Released
November 9, 2020**

Application Due Date:

December 18, 2020

5:00 pm PDT

*A Joint Effort by Advocates for Human Potential, Inc., and
UCLA Integrated Substance Abuse Program (ISAP),
funded by the California Department of Health Care Services
Substance Use Disorder Compliance Division*



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ENHANCING USE OF EVIDENCE BASED PRACTICES TO TREAT PATIENTS WITH PSYCHOACTIVE STIMULANT USE DISORDERS (PSUD) IN SPECIALITY CARE PROGRAMS

PURPOSE

The California Department of Healthcare Services (DHCS) administers the Medication for Addiction Treatment (MAT) Expansion Program, which monitors and provides support for treatment programming. Because alarming increases in stimulant use has been identified among patients across the State, supplemental DHCS funds have been directed toward improving the quality of program services and increasing the uptake of evidence-based resources to address this rising trend. DHCS, with University of California, Los Angeles–Integrated Substance Abuse Programs (UCLA ISAP) and Advocates for Human Potential, Inc. (AHP), is offering an opportunity to participate in a pilot project focusing on the emergent use of stimulants, namely methamphetamine and cocaine, among patients in publicly-funded specialty substance use disorder (SUD) treatment. The broad goal is to offer an opportunity for SUD providers to be trained and coached to deliver a manualized integrated, research-supported, multi-component approach using the TRUST model developed by Richard Rawson, Ph.D., Albert Hasson, MSW, Michael McCann, M.A., and Janice Stimson, PsyD) to enhance and improve the treatment experience of individuals with Psychoactive Stimulant Use Disorder (PSUD).

OBJECTIVES

The increase in stimulant use across California within our specialty SUD and primary care systems has created distinct challenges for health systems that needs to be addressed. Providers working within specialty SUD settings need evidence-supported tools and strategies to more effectively deliver care. This project seeks to:

- Objective 1:** Determine provider needs and gather recommendations to meet those needs.
- Objective 2:** Evaluate the feasibility, utilization, and perceptions of an evidence-supported intervention at the organizational, clinician and patient levels.
- Objective 3:** Conduct quality improvement cycles to determine feasibility and acceptability of an evidence-supported intervention.
- Objective 4:** Collaborate with specialty SUD sites to develop and disseminate materials, resources, and evidence-based strategies that are responsive to current and future projected needs.

FUNDING OPPORTUNITY

REQUEST FOR APPLICATIONS (RFA) OVERVIEW

Through this RFA, AHP in partnership with UCLA ISAP seeks to identify 10 subgrantees to be trained and coached to deliver a 12-week integrated, research-supported, multi-component intervention manual for the treatment of individuals with Psychoactive Stimulant Use Disorder (PSUD). The TRUST manual (Treatment and Recovery for Users of Stimulants) includes the following evidence-supported strategies, as well as a compendium of evidence-supported resources for program use:

1. Motivational incentives (based on contingency management research; max earning of \$75/year)
2. Elements of cognitive behavioral therapy (CBT)
3. Elements of community reinforcement approach (CRA)
4. Motivational interviewing skills (MI)
5. Physical exercise
6. Mutual Aid Peer Recovery Support Groups (e.g. 12-Step; Moderation Management; SMART Recovery; Women for Sobriety; LifeRing Secular Recovery; Secular Organizations for Sobriety) program participation encouraged

IMPORTANT DATES*

RFA Release Date
November 9, 2020

Informational Webinar
November 17, 2020
9:00–10:00 a.m. PT

Notice of Intent (Optional)
November 20, 2020

Question Submittal Deadline
November 23, 2020

Application Deadline
December 18, 2020
5:00 p.m. PT

Projected Award Announcement
January 15, 2021

First Intervention Training
Week of February 15, 2021

These dates are subject to change, so please sign up for NTP REACH UPDATES to stay informed.

To be trained and coached to deliver 12-week integrated, research-supported, multi-component intervention manual for the treatment of individuals with PSUD.

AHP is seeking 10 applicants to participate as pilot TRUST Implementation sites, in two staggered cohorts between February 2021 – September 2022. All applicants will be selected in January 2021, with Cohort 1 (5 sites) expected to begin training and implementation activities in February, 2021 and Cohort 2 (5 sites) beginning training and implementation activities in September, 2021.

Quantification of essential elements of clinical readiness, acceptability, feasibility, and effectiveness of the TRUST manual will be developed. Data elements considered for evaluating this pilot project include organizational, clinical, and patient level data. Expected data collection will occur at 3 key points: (1) Prior to TRUST training and implementation (Baseline); (2) Following enrollment and completion of 40 patients; (3) Project Completion. *See TRUST Pilot Project Timeline & Payment Schedule, below.*

Data collection approaches will include key informant interviews with staff, brief staff surveys, tracking and monitoring of delivery of the TRUST intervention components, and number of patients receiving pilot intervention and retaining in care. Data collection efforts will help identify readiness of sites to implement each of the TRUST components; barriers/facilitators of implementation; content of interventions delivered prior to TRUST implementation; provider and patient perceptions of manualized intervention, experiences of delivery, service utilization (tracking activities) such as attendance, patient characteristics (GPRA data).

Improving Treatment of Stimulant Use Disorders with Evidence Based Practices

TRUST Pilot Project Timeline & Payment Schedule

								Payment 1 (\$22,500.00) ↓									Payment 2 (\$22,500.00) ↓									Payment 3 (\$5,000.00) ↓
		JAN 2021	FEB-MAR 2021	APR-AUG 2021	SEPT-OCT 2021	NOV 2021- MAR 2022	APR 2022	AUG-SEPT 2022																		
COHORT 1		<ul style="list-style-type: none"> Site Selection 	<ul style="list-style-type: none"> Baseline Data Collection (Key Informant Interviews; Brief Surveys) TRUST Manual Training 	<ul style="list-style-type: none"> TRUST Manual Implementation with ~40 PSUD patients Ongoing Tracking of treatment services and patient retention 	<ul style="list-style-type: none"> Intervention Completion Data Collection (Key Informant Interviews; Brief Surveys) 			<ul style="list-style-type: none"> Project Completion Data Collection (Brief Surveys) 																		
COHORT 2		<ul style="list-style-type: none"> Site Selection 	<ul style="list-style-type: none"> Baseline Data Collection (Key Informant Interviews; Brief Surveys) 			<ul style="list-style-type: none"> TRUST Manual Training 	<ul style="list-style-type: none"> TRUST Manual Implementation with ~40 PSUD patients Ongoing Tracking of treatment services and patient retention 	<ul style="list-style-type: none"> Intervention Completion Data Collection (Key Informant Interviews; Brief Surveys) 	<ul style="list-style-type: none"> Project Completion Data Collection (Brief Surveys) 																	

FUNDING INFORMATION

Subgrants will be awarded in amounts up to \$50,000 per site over an 18-month period. Approximately \$3,000 of the dedicated funds must be allocated for patient incentives for their participation in data collection activities and completion of behavioral goals. Remaining funds (\$47,000) will be used for staff working directly on intervention implementation, supplies, workforce development and other start-up and specified costs.

Funds will be distributed to subgrantees in 3 payments aligned with 1) staff training, 2) TRUST manual implementation, and 3) data collection deliverables. Sites will submit invoices to AHP once the above listed deliverables have been completed. An Initial payment of \$22,500 (45% of total funds) will be distributed following completion of Baseline data collection activities and Completion of staff training on the TRUST Manual. A second payment of \$22,500 (45% of total funds) will be distributed following completion of TRUST Implementation with 40 patients and follow-up data collection. A final payment of \$5,000 (10% of total funds) will be distributed after completion of the close-out data collection activities. *(Agreements are subject to the approval of AHP, as authorized and funded by DHCS.)*

Grant Requirements and Mandatory Participation

TRUST Manual

Each site will use the manualized TRUST model intervention over 12 weeks to 40 patients with a primary PSUD, for a total of 400 patients across all ten sites over 18-months. The TRUST manual is a compilation of several existing evidence-supported strategies. It integrates well-established approaches for treating PSUD including motivational incentives (i.e., contingency management), CBT, and CRA, delivered in a motivational interviewing style. Participation in physical exercise and self-help/mutual support groups benefit those in early recovery, and TRUST flexibly integrates these evidence-supported practices as well. Duration of implementation activities is dependent upon the rate at which patients are recruited, but is not expected to exceed 18 months.

GPRA & Data Collection

As part of the project, clinical and programmatic staff are expected to conduct follow-up data collection with patients using GPRA surveys. Project staff are also expected to track the number of patients receiving pilot intervention, and retaining in care, as well as delivery of the TRUST intervention components. This tracking will occur in collaboration with and support from UCLA ISAP.

Webinars and Coaching Calls

Foundational and on-going training and technical assistance (TA) will include the following sequential activities:

- One 60-minute preparatory Zoom session with UCLA ISAP training team
- Eight 2-hour intensive Zoom training sessions delivered by UCLA ISAP over 8 weeks
- Seven semi-weekly implementation support Zoom sessions with UCLA ISAP
- Seven monthly virtual Coaching calls with UCLA ISAP

45 CFR Part 75 and 42 CFR Part 2

Selected applicants shall comply with the regulations set forth in 45 CFR Part 75 and 42 CFR Part 2, to ensure maintenance of the appropriate data protocols as part of infrastructure development and staff training, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material. Applicants should review the 42 CFR Part 2 privacy and the Substance Abuse and Mental Health Administration (SAMHSA) confidentiality rules at <https://www.samhsa.gov/sites/default/files/how-do-i-exchange-part2.pdf>.

Improving Treatment of Stimulant Use Disorders with Evidence Based Practices

ELIGIBILITY CRITERIA

All Drug MediCal Certified Specialty Care SUD programs that can bill MediCal for patient care (e.g.: must have MediCal contracts with the County in which they reside) are eligible to receive funding. Applicants must meet the following additional eligibility criteria to apply:

- Minimum of 3 years delivering Intensive Outpatient Programming (IOP) to individuals age 18 and above
- Technical capacity to participate in virtual Zoom trainings, TA, and ongoing supervision/coaching
- Minimum annual treatment enrollment of 75 PSUD patients in previous 2 years at the physical location that is applying; target patient population for pilot is non-opioid patients (patients not receiving MOUD)
- Willingness and ability to initiate project in either February 2021, (Cohort 1) or September 2021, (Cohort 2)
- Site staff with demonstrated experience delivering behavioral interventions to individuals with SUDs
- Commitment to training/coaching activities over the course of the project, for a minimum of 2 staff, consisting of at least 1 counselor and 1 supervisor-level clinician
- Commitment to working with UCLA ISAP team to participate in data reporting activities
- Compliance with 45 CFR Part 75 to ensure fidelity with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Services Agency Awards.
- Compliance with 42 CFR, Part 2 to ensure maintenance of the appropriate data protocols and staff training, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Priority Scoring

To ensure equity, representation of underserved populations, and responsiveness to most impacted and highest-need regions across the state, we will take the following into consideration when selecting sites:

- geographic diversity
- rural and urban variation
- diversity in patient characteristics including: *gender, sexual orientation, age, race, ethnicity, and language*
- regional data demonstrating significant use of stimulants and a critical need for PSUD-specific treatment services

APPLICATION CONTENTS

Application contents include completion of (1) site survey (30 points) and (2) descriptive/explanatory text (70 points). See Scoring Rubric below.

Demonstrated Need -- Rating Factors (10 points; 250 word, maximum)	
1.	Describe the population characteristics of the region, and the demonstrated consequences of stimulant use in region? (e.g., estimated overdose, ED visits, unmet treatment need, etc.)
2.	Describe the local/regional need for specialized interventions targeting stimulant use? What are service gaps for PSUD? How are novel interventions expected to fill a demonstrated gap?
Program Characteristics -- Rating Factors (25 points; 350 word, maximum)	
3.	Describe program, setting, and patient characteristics? Discuss patient retention and the biggest barriers to patients retaining in treatment.
4.	Describe program experience delivering outpatient SUD treatment services. Describe previous experience implementing new practices.
5.	Describe any previous experience with implementing time-limited grants.
6.	Describe current infrastructure capacity, the site space, and ability to provide a range of services within existing clinic space.
Clinical & Staffing Experience and Capacity (25 points; 350 word, maximum)	
7.	Describe current staffing capacity, and a brief staffing plan for TRUST implementation, including plan for who will deliver the intervention, who will provide supervision support, and who will be responsible for championing the effort and ensuring adequate patient enrollment.
8.	Detail staff experiences delivering manualized SUD treatment interventions, and current approaches to treating PSUD, in specific. List clinic staff who will be trained, including position, license, degree, years experience, etc.
Data / Tracking Capacity -- Rating Factors (10 points; 250 word, maximum)	
9.	Describe site experience with tracking, monitoring, and evaluation activities. Describe your current data collection efforts, and site experience with collecting patient-level data, including any experience with GPRA data.
10.	Discuss how record-keeping and data collection efforts are currently managed, and who is dedicated to supporting these activities. Staff will be expected, at a minimum, to track number of sessions a patient completed, treatment continuation and discharge. Describe how staff time will be dedicated to monitoring and tracking activities for the TRUST implementation pilot.

To access application contents please click [here](#) to complete the online application.