

## Modification #1 to Subcontract Agreement

<b>Subcontract ID:</b>	<b>20456-CA BHBH-bhbm_528_bhbm_fresno_county-01</b>
<b>Subcontract Effective Date:</b>	<b>September 5, 2023</b>
<b>Extension/Modification Date:</b>	Effective as of date of execution by both parties.
<b>Subcontractor:</b>	<b>COUNTY OF FRESNO</b> <b>ATTN:</b> Ahla Yang, Senior Analyst   <a href="mailto:ahlayang@fresnocountyca.gov">ahlayang@fresnocountyca.gov</a> <b>CC:</b> <a href="mailto:rmehia@fresnocountyca.gov">rmehia@fresnocountyca.gov</a> ; <a href="mailto:canaya@fresnocountyca.gov">canaya@fresnocountyca.gov</a> <b>Address:</b> 1925 E. Dakota Ave. Suite N, Fresno, California 93726 Phone: 559-600-0648
<b>Prime Contract ID:</b>	<b>Client: California Department of Health Care Services</b> <b>Agreement No.: 22-20456</b> <b>Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program</b>
<b>AHP Staff Contact(s):</b>	<b>AHP Project Director:</b> Sabrina Nansteel-Bunt 131 North El Molino, Suite 100, Pasadena, CA 91101 Tel: 978-502-3138 (o) <a href="mailto:snansteel@ahpnet.com">snansteel@ahpnet.com</a>

**RECITALS**

**WHEREAS**, the Parties wish to make certain written changes to the Subcontract Agreement between the parties (hereinafter "Subcontract");

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Subcontract is modified as follows:

1. The Agreement is modified pursuant to SECTION 7: CHANGES AND MODIFICATIONS.

2. Section 3.3 ***Delivery Schedule*** is changed to read as follows:

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

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

Reshma Ryan, General Counsel  
Advocates for Human Potential, Inc.  
490-B Boston Post Road, Sudbury, MA 01776  
[legalnotices@ahpnet.com](mailto:legalnotices@ahpnet.com)"

3. Subcontractor is awarded additional "flex pool" funding in the not to exceed (**NTE**) amount of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00)**. Subcontractor received a Notification of Award Letter on July 31.

4. The Subcontract Statement of Work (SOW) and Payment Schedule are supplemented, to include additional tasks and funding relating to this “flex pool” award, as attached and now incorporated into the Subcontract respectively as ATTACHMENT C ADDENDUM: *FLEX POOL PLANNING GRANT STATEMENT OF WORK* AND ATTACHMENT D-3 *FLEX POOL PAYMENT SCHEDULE*. (There is no Attachment D-2 added to this Subcontract.)
5. Section 2.3 and 6.3 shall reflect that the Consideration (total funds currently available for payment and allotted to this Subcontract) is changed from \$21,833,333.00 **to NTE TWENTY-ONE MILLION, NINE HUNDRED FIFTY-EIGHT THOUSAND, THREE HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$21,958,333.00)**.
6. Section 6.1, and 6.3(d), under **6. CONTRACT ADMINISTRATION DATA**, are changed to read as follows:

#### **6.1 Contractor Representatives**

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

##### **Reshma Ryan, General Counsel**

Advocates for Human Potential, Inc.

490-B Boston Post Road, Sudbury, MA 01776

[legalnotices@ahpnet.com](mailto:legalnotices@ahpnet.com) / (978) 443-0055

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

##### **AHP Project Director:**

Sabrina Nansteel-Bunt

131 North El Molino, Suite 100, Pasadena, CA 91101

[snansteel@ahpnet.com](mailto:snansteel@ahpnet.com)

**6.3 (d)** Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP’s Project Director or assigned AHP Staff has reviewed and accepted the Invoice***), payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. Any payment questions requiring urgent and timely matters may be made by calling AHP Accounts Payable at (978) 443-0055; all other payment questions should be in writing and addressed to AHP Accounts Payable via email to [ap2@ahpnet.com](mailto:ap2@ahpnet.com). If a phone call goes unanswered for a period of 24 hours, please send an email alerting AHP’s AP department that you have previously placed a call that remains unanswered.

7. Section 15. **RECORDS AND RECORD KEEPING**, paragraph a) is changed to read as follows:

“The Subcontractor shall retain all financial records for up to five (5) years, supporting documents, statistical records, and all other pertinent records in accordance with applicable federal regulations (45 CFR Section 75.361).”

8. A new **Section 19** is added to the Subcontract to read as follows:

**“SECTION 19: INSURANCE REQUIREMENTS**

a) General Provisions.

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 law where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Subcontractor must furnish to AHP a Certificate of Insurance (COI) stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom a claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Subcontract.
- Any other insurance appropriate and sufficient in type and amount to cover any other insurable risk and liabilities under this Subcontract.

b) Specific Requirements

- i. The Subcontractor, by signing this Subcontract, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Subcontract, to the Subcontractor and/or its subcontractor.
- ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
- iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Subcontract or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.
- iv. The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Subcontract, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
    - a. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS;
    - b. AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Subcontract and any extension or continuation of this Subcontract;
    - c. The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Subcontract number for which the insurance was obtained;
    - d. The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Subcontract. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval; and
    - e. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times, AHP or DHCS may, in addition to any other remedies it may have, terminate this Subcontract upon the occurrence of such event.
  - vi. The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 16 or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of the Subcontractor to maintain the insurance required by this Section.
- c) Commercial General Liability
- i. The Subcontractor must furnish to AHP either a certificate of insurance stating that Commercial general liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate limit of Five Million Dollars (\$5,000,000) for bodily injury and property damage liability combined or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.
  - ii. The Subcontractor's required limits may be satisfied through a combination of general liability and umbrella or excess liability policies of coverage.
  - iii. The commercial general liability insurance policy shall cover liabilities arising out of premises, independent contractors, products, completed operations, ongoing operations, personal and advertising injury, and liability assumed under an insured agreement.

- iv. The commercial general liability insurance shall apply to each insured against whom a claim is made, or a suit is brought, subject to the Subcontractor's limit of liability. If the scope of services involves one-on-one activities with minors, such policy shall also include or not exclude sexual assault and misconduct coverage
  - v. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 19d, 19e, 19f, 19g, and 19h also apply to Commercial General Liability insurance.
- d) Pollution Liability
- (Applicable only when services involve the handling of toxic or hazardous substances.)
- Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Subcontract. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 19e, 19f, 19g, and 19h also apply to Pollution Liability insurance.
- e) The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Subcontract. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.
  - f) The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
    - a. The insurer will not cancel the insured's coverage without giving thirty (30) days prior written notice to AHP and/or DHCS; and
    - b. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Subcontract.
  - g) The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Subcontract. In the event said insurance coverage expires at any time or times during the term of this Subcontract, the Subcontractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Subcontract or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Subcontract for failure to comply with the insurance requirements of this Subcontract.

- h) AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.
- i) Self-Insured Insurance Requirements:  
(Applicable to agreements where Subcontractor has "Checked-the-Box" as self-insuring and subsections a through h, above, are inapplicable.)

☒ Subcontractor acknowledges and certifies that it is covered by and shall maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan. Subcontractor hereby agrees to provide AHP in writing with a current letter addressed to AHP that states that Subcontractor, as a county in the State of California ("California"), is self-insured under the California Government Code Section 990.4 for the lines of insurance coverage enumerated in and in the amounts required under the Subcontract for the period of performance set forth in the Subcontract (the "Insurance Certification"). In addition, the Insurance Certification shall provide that AHP and DHCS are treated as "additional insured" under the self-insured insurance requirements of this Section 19(i) of the Subcontract.

The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 19(i) or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of the Subcontractor to maintain the insurance required by this Section.

- 9. Section 19, Insurance Requirements, may include additional requirements applying to this Subcontract as may be set forth in Attachment B, **REVISED SPECIAL SUBCONTRACT TERMS AND CONDITIONS**.

- 10. Section 20 **GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) TECHNOLOGY USE AND REPORTING** is added to the Subcontract as follows:

"California [Executive Order \(EO\) N-12-23](#) (September 6, 2023), establishes statewide policy for use of Generative Artificial Intelligence (GenAI), to which this Agreement is subject:

- a. Generative AI (GenAI) means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's training data (Gov Code §11549.64).
- b. Subcontractor shall notify AHP in writing immediately, if the Subcontractor (1) intends to provide Gen AI as a deliverable under the Subcontract; or (2) intends to utilize GenAI, including GenAI from third parties, including lower-tier subcontractors, to complete all or a portion of any deliverable; or (3) discovers any GenAI technology (including from third parties or lower-tier subcontractors) has been used or made available in work or deliverables during the term of this Agreement, that materially impacts: (i) functionality of a State/AHP system, (ii) risk to the State/AHP, or (iii) Contract performance. For avoidance of doubt, the

term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI. c. If requested, Subcontractor shall assist with AHP’s reporting to DHCS.

- c. At the direction of the State/AHP, Subcontractor shall discontinue the provision of any previously unreported GenAI that results in a material impact to the functionality of the State/AHP System, risk to the State/AHP, or Contract performance, as determined by the State/AHP.
- d. If the use of previously undisclosed GenAI is approved by the State/AHP, then Subcontractor will update the Deliverable description, and the Parties will amend the Subcontract accordingly, which may include incorporating the GenAI Special Provisions into the Subcontract, at no additional cost to the State/AHP.
- e. Subcontractor’s failure to disclose GenAI and/or failure to submit reporting to AHP in compliance with this Section may be a material breach of this Agreement, as determined in AHP’s sole discretion, and AHP may consider such failure as grounds for the immediate termination of the Agreement. AHP is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
- f. AHP reserves the right to amend this Agreement, without additional cost, to incorporate additional GenAI Special Provisions at its sole discretion and/or terminate any contract that presents an unacceptable level of risk.
- g. This section shall apply to Subcontractor’s lower tier subcontractors/consultants. Subcontractor shall ensure that all contracts for services include compliance with this Section.”

**11. STANDARD SUBCONTRACT TERMS AND CONDITIONS, Attachment A, Notices** clause, is changed to read as follows:

“**Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by email or other electronic means to the email address or electronic contact information provided by the receiving party. Such notice shall be deemed received upon the sender’s receipt of a confirmation generated by the recipient’s email system or other electronic system indicating that the notice has been received, unless the sender receives an automated message that the email or electronic communication has not been delivered.”

**12. Attachment B, Special Subcontract Terms and Conditions**, is revised in its entirety and attached and incorporated.

**13. Subcontract Attachment C, Statement of Work (SOW)**, is now supplemented with **Attachment C-ADDENDUM: FLEX POOL PLANNING GRANT STATEMENT OF WORK**, attached and incorporated herein.

**14. Subcontract Attachment D** is now revised with **Attachment D-3 FLEX POOL PAYMENT SCHEDULE**, attached and incorporated herein. (Note: Attachment D-1-*Rate Schedule*, was previously supplied to Grantees and there is no Attachment D-2 under this Subcontract.)

15. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/Modification as though an original inked signature.

16. All other terms and conditions of the Agreement remain in effect.

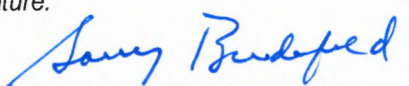
THIS MODIFICATION CONSISTS OF **NINE (9)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE ATTACHMENTS BELOW, HEREBY INCORPORATED INTO THIS AGREEMENT.

MODIFICATION ATTACHMENT(S)		PAGES
ATTACHMENT A	<b>REVISED</b> <i>STANDARD</i> SUBCONTRACT TERMS AND CONDITIONS	1
ATTACHMENT B	<b>REVISED</b> <i>SPECIAL</i> SUBCONTRACT TERMS AND CONDITIONS	17
ATTACHMENT C- ADDENDUM	<b><i>FLEX POOL PLANNING GRANT</i></b> STATEMENT OF WORK (SOW)	2
ATTACHMENT D-3	<b><i>FLEX POOL</i></b> PAYMENT SCHEDULE	1

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(SIGNATURE BLOCK IMMEDIATELY FOLLOWS)

IN WITNESS THEREOF, this Modification is executed as of the day and year last written below.

<b>ADVOCATES FOR HUMAN POTENTIAL, INC.</b>
Signature:
Name:
Title:
Date:

<b>COUNTY OF FRESNO</b>
Signature: 
Name: <b>Gary Bredefeld</b>
Title: <b>Chairman of the Board of Supervisors of the County of Fresno</b>
Date: <b>1-6-2026</b>

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

For accounting use only:

Org No.: 1069

Account No.: 3517

Fund No.: 0041

Subclass No.: 17119

## **ATTACHMENT A-REVISED STANDARD SUBCONTRACT TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

**Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by email or other electronic means to the email address or electronic contact information provided by the receiving party. Such notice shall be deemed received upon the sender's receipt of a confirmation generated by the recipient's email system or other electronic system indicating that the notice has been received, unless the sender receives an automated message that the email or electronic communication has not been delivered.

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

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

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

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

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

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

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

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

## ATTACHMENT B

### **REVISED Special Terms and Conditions**

(Adapted under DHCS Agreement No. **22-20456- BHBH (Amendment 2)**  
Department of Health Care Services, Exhibit D)

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

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

The term "contract" shall also mean, "agreement", "grant", "grant agreement", and "Subcontract."

The terms "Contractor" and "Subcontractor" shall also mean "Grantee," "Subgrantee," or "Subrecipient."

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

#### **Index of Special Terms and Conditions**

1. <i>Left intentionally blank</i>	19. <i>Left intentionally blank</i>
2. Travel and Per Diem Reimbursement	20. <i>Left intentionally blank</i>
3. <i>Left intentionally blank</i>	21. <i>Left intentionally blank</i>
4. Equipment / Property Ownership / Inventory / Disposition	22. <i>Left intentionally blank</i>
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Progress Reports or Meetings
7. Audit and Record Retention	25. <i>Left intentionally blank</i>
8. Site Inspection	26. Officials Not to Benefit
9. <i>Left intentionally blank</i>	27. Prohibited Use of State Funds for Software
10. <i>Left intentionally blank</i>	28. <i>Left intentionally blank</i>
11. Intellectual Property Rights	29. <i>Left intentionally blank</i>
12. Air or Water Pollution Requirements	30. <i>Left intentionally blank</i>
13. Prior Approval of Training Seminars, Workshops or Conferences	31. <i>Left intentionally blank</i>
14. Confidentiality of Information	32. <i>Left intentionally blank</i>
15. Documents, Publications, and Written Reports	33. <i>Left intentionally blank</i>
16. <i>Left intentionally blank</i>	34. Suspension or Stop Work Notification
17. <i>Left intentionally blank</i>	35. Public Communications
18. <i>Left intentionally blank</i>	36. <i>Left intentionally blank</i>
	37. Compliance with Statutes and Regulations
	38. <i>Left intentionally blank</i>

## **1. Left intentionally blank**

## **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 will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (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 will be reimbursed without prior authorization from DHCS to AHP. Verbal authorization from AHP must be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## **3. Left intentionally blank**

## **4. Equipment/Property Ownership / Inventory / Disposition**

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

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

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

- (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 must report the receipt to AHP. To report the receipt of said items and to receive property tags, Subcontractor must use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor must request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** If the Subcontractor enters into an agreement with a term of more than twelve (12) months, the Subcontractor must submit an annual inventory of state equipment and/or property to AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor must request a copy from AHP. Subcontractor must:

- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a lower-tier 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 will not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DCHS and AHP 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 must 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 must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor must 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 or DHCS under the terms of this Agreement, must 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 must provide a final inventory report of equipment and/or property to AHP and must, at that time, query AHP as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP/DHCS expense and according to AHP instructions. Equipment and/or property disposition instructions will be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP/DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

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

- 1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS or AHP under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor must return such vehicles to DHCS as AHP shall instruct and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS as AHP shall instruct.
- 2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS or AHP under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Subcontractor will 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 DHCS or AHP under the terms of this Agreement, must 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 must also hold a State of California Class B driver's license.
- 4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS or AHP under the terms of this Agreement, the Subcontractor must 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 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 DHCS or AHP under the terms of this Agreement, to the Subcontractor.
- b) The Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the AHP Project Director or another AHP representative, as AHP shall instruct. The certificate of insurance must identify the DHCS contract or agreement number and the AHP Subcontract ID for which the insurance applies.
- c) The Subcontractor agrees that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- d) The Subcontractor agrees 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:
  - I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services) and AHP.
  - II. 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.
  - III. The insurance carrier must notify the California Department of Health Care Services (DHCS) and 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 will 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 CA Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor will be notified by DHCS or 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 will be performed prior to obtaining said approval.

## **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's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph d, herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three (3) bids or justify a sole source award.
- b) The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost.
- c) DHCS may identify the information needed to fulfill this requirement.
- d) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
  - i. A local governmental entity or the federal government,
  - ii. A State college or State university from any State,
  - iii. A Joint Powers Authority,
  - iv. An auxiliary organization of a California State University or a California Community college,
  - v. A foundation organized to support the Board of Governors of the California Community Colleges,
  - vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - vii. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
  - viii. Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2](#),
  - ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal, and
  - x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- e) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (d)(i) through (x), above, DHCS shall:
  - i. Obtain approval from the Department of General Services to use said subcontracts, or
  - ii. If applicable, obtain a certification from the Contractor indicating that each of the lower-tiered subcontractors was selected pursuant to a competitive bidding process requiring at least three

(3) bids from responsible bidders, or

- iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- f) When the conditions of subparagraph (a) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (d) of Section 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- g) AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors/consultants and with advance written notice, require the substitution of subcontractors/consultants and require the Subcontractor to terminate subcontracts/agreements entered into in support of this Subcontract.
- h) Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP and DHCS.
- i) INTENTIONALLY OMITTED.
- j) INTENTIONALLY OMITTED.
- k) Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- l) Subcontractor shall maintain a copy of each subcontract entered into in support of this Subcontract and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- m) DHCS assumes no responsibility for the payment of Subcontractor's subcontractors/consultants used in the performance of the Subcontract. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Subcontract.
- n) The Subcontractor is responsible for all performance requirements under this Subcontract even though performance may be carried out through a subcontract.
- o) When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Subcontract.
- p) Budget detail format and submission requirements will be determined by DHCS.
- q) Methods of including budget detail in this Subcontract, if applicable, will be determined by DHCS.
- r) Any lower-tiered subcontractors/consultants budget detail displayed in this Subcontract, or incorporated by reference, is included for information purposes only. Changes to a lower-tiered subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Subcontract
- s) The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Subcontract.
- t) The Subcontractor agrees to include the following clause, relevant to record retention, in all

subcontracts for services:

"Subcontractor agrees to maintain and preserve, until three (3) years after termination of (Subcontract Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

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

## **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 must be paid by the Subcontractor to AHP for remittance to DHCS, to the extent that they are properly allocable to costs for which the Subcontractor has been reimbursed by AHP/DHCS under this Agreement.

## **7. Audit and Record Retention**

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

- a. The Subcontractor and/or lower-tier subcontractors/independent consultants must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Subcontractor's (and/or lower-tier subcontractors'/independent consultants') facilities or offices or such parts thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Subcontractor agrees that AHP, DHCS, the Department of General Services (DGS), the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Subcontractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- d. The Subcontractor (and/or lower-tier subcontractors/independent consultants) must preserve and make available their records (1) for a period of six (6) years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement

involves DVBE participation, and three (3) years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Subcontractor (and/or lower-tier subcontractors/independent consultants) may, at their discretion, following receipt of final payment under this Agreement, reduce their accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor (and/or lower-tier subcontractors/independent consultants) 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. For agreements with non-profit entities funded in part or whole with federal funds in the amount of \$750,000 or more, the Subcontractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. §200.501 et seq.
  - g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of \$25,000 or more, the Subcontractor must comply with the audit requirements set forth in Health & Saf. Code § 38040.

## **8. Site Inspection**

The State and AHP, through any authorized representative, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder, including lower-tier subcontract or independent consultant supported activities, and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor and/or lower-tier subcontractor/independent consultant, the Subcontractor must provide and must require the lower-tier subcontractors/ independent consultants 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 will be performed in such a manner as will not unduly delay the work.

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## **11. Intellectual Property Rights**

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

- ii. For the purposes of this Subcontract, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- iv. In the performance of this Subcontract, Subcontractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Subcontract. Subcontractor may only access and utilize DHCS' Intellectual Property now existing or hereafter existing with the prior written permission of DHCS.
- v. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.
- vi. If during the term of this Subcontract, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.
- vii. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Subcontract, Subcontractor shall require the terms of these agreement(s) to include all Intellectual Property provisions set forth in this Subcontract.

**a) License Rights**

Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Subcontract, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

**b) Copyright**

- i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section 3(a)(iii)] of authorship made by or on behalf of Subcontractor, its employees, or an individual that has entered

into an agreement with Subcontractor in connection with Subcontractor's performance of this Subcontract shall be deemed "works made for hire."

- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Subcontract that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Subcontract, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2024, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**c) Third-Party Intellectual Property**

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

**d) Intellectual Property Indemnity**

- i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, (collectively herein, the "Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Subcontract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Subcontract. DHCS reserves the right to participate in and/or control, any such infringement action brought against DHCS.
- ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Subcontract become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Subcontract at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not

reasonably available, DHCS shall be entitled to a refund of all monies paid under this Subcontract, without restriction or limitation of any other rights and remedies available at law or in equity.

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

**e) Federal Funding**

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

**f) Survival**

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

**12. Air or Water Pollution Requirements**

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

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

**13. Prior Approval of Training Seminars, Workshops or Conferences**

Subcontractor must 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. Subcontractor must 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 or lower-tier subcontractor to conduct routine business matters.

**14. Confidentiality of Information**

- a. The Subcontractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services

pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

- b. The Subcontractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
- c. The Subcontractor and its employees, agents, or subcontractors must promptly transmit to the AHP Contracting Officer all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor must 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 Contracting Officer, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity will 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/DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

#### **15. Documents, Publications and Written Reports**

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

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

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#### **23. Payment Withholds**

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

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

## **24. Progress Reports or Meetings**

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

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

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## **26. Officials Not to Benefit**

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

## **27. Prohibited Use of State Funds for Software**

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

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

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## **34. 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 AHP Project Director or Contract Representative. 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 thirty (30) working days of the verbal notification. The suspension or stop work notification will 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 must 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 ninety (90) days of the issuance of a suspension or stop work notification, AHP will 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 canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification will require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation /Termination, AHP will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. Neither AHP nor DHCS shall be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **35. Public Communications**

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

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

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### **37. Compliance with Statutes and Regulations**

- a. The Subcontractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.
- b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations, and they will supersede any conflicting provisions in this Agreement.

### **38. Left intentionally blank**

## Special Terms and Conditions

### ADDITIONAL PROVISIONS

(Adapted under DHCS Agreement No. **22-20456- BHBH (Amendment 2)**

Department of Health Care Services , *Exhibit E*)

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2. LEFT INTENTIONALLY BLANK

### 3. Insurance Requirements

Subcontractor must comply with the following insurance requirements:

#### A. General Provisions Applying to All Policies

##### 1. Coverage Term

Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by AHP at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

##### 2. Policy Cancellation or Termination & Notice of Non-Renewal

Subcontractor is responsible to notify AHP within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Subcontractor fails to keep in effect at all times the specified insurance coverage, AHP may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

##### 3. Deductible & Other Costs

Subcontractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.

##### 4. Primary Clause

Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by AHP/the State.

##### 5. Insurance Carrier Required Rating

All insurance companies must carry an A rating or better. If the Subcontractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

##### 6. Endorsements

Any required endorsements requested by AHP/the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

##### 7. Inadequate Insurance

Inadequate or lack of insurance does not negate the Subcontractor's obligations under the contract.

##### 8. Subcontractors

If Subcontractor has identified lower-tiered subcontractors for the work/services identified in the scope of work, the Subcontractor must include all lower-tiered subcontractors as insureds under Subcontractor's insurance or supply evidence of lower-tiered subcontractors' insurance to AHP equal to policies, coverages and limits required of Subcontractor.

##### 9. Certificate of Insurance

The Subcontractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS/AHP at least thirty (30) days in advance; and AHP and the State of California, their officers, agents, and employees are included as additional insureds with respect to work performed for AHP/the State of California under this Agreement).

**B. Commercial General Liability**

Subcontractor and any lower-tiered subcontractors must maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies "per project/location" it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability. The policy must be endorsed to include AHP and the State of California, their officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

**C. Automobile Liability**

Subcontractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include AHP and the State of California, their officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

**D. Workers Compensation and Employers Liability**

Subcontractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of AHP and the State.

**E. Errors and Omissions/Professional Liability**

Subcontractor shall maintain Errors and Omissions/Professional liability with limits of not less than \$1,000,000 each incident and \$2,000,000 aggregate covering damages caused by negligent , acts or omissions. The policy retro date must be shown on a certificate of insurance and must be before the Contract date , or before the date contract work begins. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Subcontractor must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.

**F. Cyber Liability**

Subcontractor shall maintain Cyber Liability insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$4,000,000 covering claims involving privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of State and or private information, alteration of electronic information, extortion and network

security. The policy must name AHP and The State of California, their officers, agents, and employees as additional insured with respect to work performed under the contract.

#### **4. Subcontractor Conduct and Filing Requirements**

- A. When a Subcontractor, lower-tier subcontractor, or consultant or representative of a Subcontractor, lower tier subcontractor, or consultant, performs work on DHCS premises, the Subcontractor, lower-tier subcontractor, or consultant shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors, lower-tier subcontractors, or consultants may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through on-line Privacy/Security Training on the DHCS intranet.
- B. Certain consultants designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee (i.e., Program Contract Manager, etc.) determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Consultant shall be so notified by AHP and the Consultant shall obtain a Form 700 and filing instructions from AHP/DHCS' Personnel Office or the Fair Political Practices Commission and fully complete the Form 700. The Consultant shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the AHP Contract Representative. Failure to obtain, complete, or file a Form 700 in a timely manner as instructed by AHP/DHCS, may result in immediate contract termination or Consultant substitution/replacement.

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## ATTACHMENT C- Addendum

### Flex Pool Planning Grant STATEMENT OF WORK

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

Subcontractor Name: County of Fresno

Universal Unique Identifier: bhbh 527 bhbh fresno county

Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
YEAR 1 (AUGUST 1, 2025 – JUNE 30, 2026)				
Year 1	7524.03	<p><b>Flex Housing Subsidy Pools</b></p> <p><b>TA Academy Participation and Activities:</b> The Subcontractor shall fully participate in all components of the Flex Pools Technical Assistance Academy.</p> <ul style="list-style-type: none"><li>• <b>Direct TA Supports:</b> Ongoing coaching, access to informational resources, targeted facilitation to engage local partners, and program design advisement to develop or strengthen the local Flex Pool model.</li><li>• <b>Structured Activities:</b> Active participation in statewide all-team sessions (e.g., convenings, webinars, coaching calls) and locally focused activities (e.g., partner engagement, governance development, funding/resource planning) as directed under the Academy plan.</li></ul> <p><b>Participation Condition:</b> Teams unable to participate consistently or meet goals may be asked to temporarily suspend TA or exit early.</p> <p><b>Progress Sharing (Biannual):</b> Reports will provide a high-level summary of activities completed, resources utilized, and key learnings or challenges encountered in developing the Flex Pool.</p> <ul style="list-style-type: none"><li>• The Subcontractor will be required to submit <b>two biannual progress reports</b> each year during the contract term.</li><li>• Templates and instructions will be provided with <b>at least 30 days' notice</b>, ensuring ample time for completion prior to each reporting deadline.</li></ul> <p><b>Scope Limits per Academy:</b> Faculty provide advisement/document review/examples; they <b>do not</b> create</p>	Refer to Attachment D-3 Payment Schedule, for more details.	Upon contract execution

Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		staffing plans, budgets, procurement documents, or workflows on the recipient's behalf.		
<b>YEAR 2 (JULY 1, 2026 – MARCH 31, 2027)</b>				
Year 2	7524.04	<p><b>Flex Housing Subsidy Pools</b></p> <p><b>Continued TA Academy Participation</b></p> <p><b>TA Academy Participation and Activities (Year 2):</b> The Subcontractor shall continue full participation in all components of the Flex Pools Technical Assistance Academy.</p> <ul style="list-style-type: none"> <li>• <b>Direct TA Supports:</b> Ongoing coaching, access to informational resources, targeted facilitation to engage local partners, and program design advisement to further develop or strengthen the local Flex Pool model.</li> <li>• <b>Structured Activities:</b> Continued active participation in statewide all-team sessions (e.g., convenings, webinars, coaching calls) and locally focused activities (e.g., partner engagement, governance development, funding/resource planning) as directed under the Academy plan.</li> </ul> <p><b>Progress Sharing (Biannual):</b> Reports will provide a high-level summary of activities completed, resources utilized, and key learnings or challenges encountered in developing or expanding the Flex Pool.</p> <ul style="list-style-type: none"> <li>• The Subcontractor will be required to submit <b>two biannual progress reports</b> during Year 2 of the contract term.</li> <li>• Templates and instructions will be provided with <b>at least 30 days' notice</b>, ensuring ample time for completion prior to each reporting deadline.</li> </ul> <p><b>Final Progress Report:</b> In March 2027, the Subcontractor shall submit a comprehensive Final Progress Report that includes a detailed narrative of progress achieved during the TA Academy and Planning Grant, as well as a narrative of actual expenditures.</p>	Refer to Attachment D-3 Payment Schedule, for more details.	<b>March 31, 2027</b>

## ATTACHMENT D-3

### PAYMENT SCHEDULE

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

#### Flex Housing Subsidy Pools - TA Academy & Planning Grant

Subcontractor Name: COUNTY OF FRESNO

BHBH: TA Academy & Planning Grant Usage Description	Budgeted Amount
Flex Housing Subsidy Pools - Planning Activities	\$ 125,000
Total Budget	\$ 125,000

Invoicing Date Range	Invoice Description	Amount of Invoice
<b>Invoice 1:</b> Upon contract execution	<b>70%</b> of the budget will be invoiced and paid upon execution of the Subcontract Agreement.	<b>\$ 87,500</b>
<b>Invoice 2:</b> Upon submission and DHCS approval of the final progress report.	The remaining <b>30%</b> will be invoiced and paid upon submission and DHCS approval of the Final Progress Report	<b>\$ 37,500</b>
Total Payments		<b>\$ 125,000</b>