

**California Providing Access and Transforming Health (PATH)
Technical Assistance Marketplace Program**

TA Vendor

Acknowledgement of TA Marketplace Terms and Conditions

As an express condition of participating in the Technical Assistance Marketplace (“TA Marketplace”) Program funded by the California Department of Health Care Services (“DHCS”) as part of the California Providing Access and Transforming Health (“PATH”) Initiative, [County of Monterey, Monterey Co. Health Dept.](#) (“Applicant”), whose business address is [1270 Natividad Rd. Salinas, Ca. 93906](#) and whose Federal Tax Identification number is [94-6000524](#), hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Eligibility. Compensation through the DHCS’ TA Marketplace Program is available for the provision of technical assistance for entities providing Enhanced Care Management (“ECM”) and Community Supports. Qualified applicants include city, county, and other government agencies; county and community-based providers, including, but not limited to, public hospitals, community-based organizations, and Medi-Cal Tribal and the Designees of Indian Health Programs contracted with or that intend to contract as ECM or Community Supports providers; and other entities as approved by DHCS. In order to offer services through the TA Marketplace Program, eligible applicants must:

- a. Demonstrate experience providing the types of services/offerings the applicant is being contracted to provide, to one or more of the entity types eligible to receive technical assistance through the TA Marketplace;
- b. Maintain business licensing or accreditation that meets industry standards, if required;
- c. Maintain a physical presence in California or be capable of providing all services virtually;
- d. Demonstrate cultural competency and non-discriminatory practices;
- e. Commit to participation in any required onboarding/training activities;
- f. Comply with all reporting and oversight requirements;
- g. Demonstrate substantial capacity to serve multiple organizations at the same time, and/or the ability to scale their business as needed to accommodate TA Marketplace demand;
- h. Provide rates for TA services to DHCS in advance, which shall be subject to approval; and
- i. Provide customer references that would confirm excellent service was provided through performance rating upon reference check.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC (“PCG”) as third-party administrator (“TPA”), to administer the TA Marketplace Program and to communicate with Applicant with respect to program administration. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions, payment delays, or actions.

III. No Liability of DHCS or TPA. Neither DHCS nor the TPA shall be liable to Applicant for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to,

such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. Applicant hereby releases and holds harmless DHCS, the TPA, and their respective officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the PATH TA Marketplace Program.

IV. No Guarantee of TA Marketplace Selection. Applicant understands that inclusion in the TA Marketplace does not guarantee that Applicant will be selected to provide services by any customer. Neither DHCS nor the TPA guarantee any minimum amount work or compensation to Applicant.

V. Statement of Work. If approved to enter the TA Marketplace and selected by one or more customers, Applicant will collaborate with each customer to develop a Statement of Work (“SOW”) substantially in the form attached hereto as Attachment A that details the services that Applicant will perform and the budget for the project. Once Applicant and the customer have agreed upon and each signed the proposed SOW, Applicant must submit the SOW to DHCS, through the TPA. Services may begin only after Applicant has received DHCS approval of the SOW, as communicated through the TPA. Changes to the services may only be made through a written amendment to the SOW, approved by Applicant, the customer, and DHCS, as communicated through the TPA.

VI. Key Personnel. All key personnel that Applicant will assign to a customer’s project should be identified in the relevant SOW. In the event that key personnel identified in an SOW become unavailable for assignment or are unable to commit the level of effort anticipated without substantial deviation (more than ten (10) percent of the agreed upon level of effort), Applicant shall immediately provide written notification to DHCS, through their TPA Contact Person listed in Section X, item (g) below. The written notification should provide a minimum of ten (10) days advance notice of the proposed change in key personnel staffing and a plan for replacing the named key personnel, including the name and background of the proposed substitution, in sufficient detail so as to permit DHCS to evaluate the impact of the change or reduction in the work. No diversion or reduction in level of effort of key personnel shall be made by Applicant without prior written consent of DHCS, through the TPA. Such consent shall be given in a timely fashion and not be unreasonably withheld. Approved changes to key personnel will be documented in a formal amendment to the SOW, signed by all parties.

VII. Use of PATH Funding.

- a. Statement of Work. Applicant shall use the compensation it receives from DHCS exclusively to implement the project(s) outlined in approved SOWs, and for no other purpose.
- b. PATH Guidance and Conditions. In using DHCS funds, Applicant must follow all terms, conditions, and guidelines provided in the Technical Assistance Marketplace Program guidance, found at www.ca-path.com, and in these Terms and Conditions, as well as all federal, state, and local rules, guidelines, and regulations, including but not limited to, health and safety guidelines.

VIII. Compensation Amount and Method of Payment.

- a. Compensation Amount. Applicant will be paid pursuant to the budget and payment terms contained in each approved SOW.
- b. Method of Payment. DHCS, through the TPA, shall pay Applicant via direct deposit into Applicant's chosen account, provided Applicant has provided all required information, forms, and documentation required to facilitate payment.
- c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of funds.

IX. Term. If approved to offer services through the TA Marketplace, Applicant agrees to offer services through June 30, 2027, unless Applicant's participation in the TA Marketplace Program is terminated earlier pursuant to Section IX below or extended by DHCS.

X. Reporting Requirements. Applicant shall periodically provide written and oral reports to the TPA Contact Person, including regular reporting on progress towards achieving TA project milestones, barriers to TA project completion, identified successes and challenges in pursuing TA project(s); lessons learned and best practices identified in pursuing TA project(s); results from any TA customer surveys assessing satisfaction; summary of complaints/grievances received related to the TA Marketplace initiative; and other metrics as defined, including a description of the average weekly hours worked by Applicant in the furtherance of TA project(s). If Applicant fails to submit any report within thirty (30) calendar days of the request, DHCS may terminate Applicant's participation in the TA Marketplace Program.

XI. Additional DHCS Terms and Conditions.

- a. Funding received through the TA Marketplace Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources.
- b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.
- c. Applicant may neither assign nor subcontract its obligations under any SOW to any other entity without the prior written consent of DHCS. If a subcontractor is approved by DHCS, Applicant will submit its Subcontractor Agreement outlining the scope of work and terms with the preapproved entity to DHCS for review and approval prior to execution and to the commencement of any subcontracted work.
- d. Applicant may be subject to audit or inquiry with respect to the receipt and use of DHCS funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.
- e. Applicant must alert DHCS and the TPA within twenty-four (24) hours if circumstances prevent it from carrying out any of the activities described in an approved SOW. In such cases, Applicant may be required to return unused funds to DHCS.

- f. Applicant's authorized representative for the purposes of communications related to the TA Marketplace Program is:

[Name _____] [Patricia Alcocer](#)
[Contact Info _____] [831.320.3098](tel:831.320.3098) / [831.595.4435](tel:831.595.4435) alcocerp@co.monterey.ca.us

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of Applicant. Applicant shall notify DHCS and the TPA in writing within twenty-four (24) hours of any change to the above-named authorized representative.

- g. The TPA's contact person for all inquiries and notices related the TA Marketplace Program is:

Meghan Cox
ta-marketplace@ca-path.com

- h. Applicant will retain all records and documentation related to the receipt and use of DHCS funds, including all documentation used to support and detail expenditures, for no less than three (3) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.
- i. Applicant guarantees that its use or creation of any intellectual property under any SOW does not infringe upon the intellectual property rights of any third party and shall indemnify, defend, and hold DHCS, PCG, and TA Marketplace customers harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments that may be asserted as a result of any breach by Applicant of this guarantee.
- j. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Applicant and its activities pursuant to the TA Marketplace Program and may authorize others to do so without limitation, except as restricted by applicable law.
- k. Applicant shall facilitate the performance of employee criminal and credit background checks and drug and alcohol tests at its expense if reasonably requested by DHCS.
- l. Applicant will not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

XII. Termination. Applicant may be terminated from the TA Marketplace Program in any of the following circumstances:

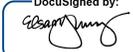
- a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;
- b. If DHCS receives a complaint from a customer regarding services provided by the Applicant;

- c. If either Applicant or all of Applicant’s customer(s) cease to be eligible for CA PATH funding or services;
- d. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;
- e. Upon Applicant’s debarment or suspension by competent authority;
- f. Upon Applicant’s indictment in any criminal proceeding;
- g. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- h. If DHCS does not receive or maintain sufficient funds to administer the program;
- i. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the TA Marketplace Program;
- j. For any other purpose deemed necessary or advisable by DHCS; or
- k. Upon mutual written consent of both DHCS and Applicant.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

DocuSigned by:

 67A300BA506A8423...
 Signature

Elsa Mendoza Jimenez - Director of Health
Printed Name and Title

1/20/2023 | 5:11 PM PST
Date

Approved as to Form:

DocuSigned by:

 Signature

Stacy Saetta Chief Deputy County Counsel.
Printed Name and Title

Date: 1/20/2023 | 2:26 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:

 Signature

Jennifer Forsyth Auditor-Controller Analyst II
Printed Name and Title

Dated: 1/20/2023 | 2:44 PM PST