

**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. (“Vendor 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 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. Intellectual Property Rights

a. Ownership

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 Applicant or DHCS and which result directly or indirectly from this Agreement.

ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

1. 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.

- iii. In the performance of this Agreement, Applicant will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Applicant may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Applicant shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Applicant nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Applicant accesses any third-party Intellectual Property that is licensed to DHCS, Applicant agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
 - iv. Applicant agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Applicant enters into any agreements or subcontracts with other parties in order to perform this Agreement, Applicant shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Applicant or DHCS and which result directly or indirectly from this Agreement or any subcontract.
 - v. Applicant further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.
- b. 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 Applicant will 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. Retained Rights / License Rights
- i. Specifically as applied to these terms and conditions, except for Intellectual Property made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement, Applicant shall retain title to all of its Intellectual Property and enhancements to its Intellectual Property to the extent such Intellectual Property was or is in existence prior to the effective date of this Agreement. Applicant hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use and copy, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Applicant's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Applicant assigns all rights, title and interest in the Intellectual Property as set forth herein. 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.

- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Applicant from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Applicant's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- i. Applicant agrees that for purposes of copyright law, all works [as defined in Section XI, subsection (ii)(1) above] of authorship made by or on behalf of Applicant in connection with Applicant's performance of this Agreement shall be deemed "works made for hire." Applicant further agrees that the work of each person utilized by Applicant in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Applicant or that person has entered into an agreement with Applicant to perform the work. Applicant shall enter into a written agreement with any such person that: (i) all work performed for Applicant shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement.
- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

- i. With respect to inventions made by Applicant in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Applicant hereby grants to DHCS a license, as described under Section XI, subsection (b) above, for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Applicant agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such

inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

XI. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.
- e. In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

XII. 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.

XIII. 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 \ 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 shall facilitate the performance of employee criminal and credit background checks and drug and alcohol tests at its expense if reasonably requested by DHCS.
- j. 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.

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

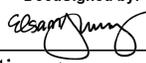
- a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;

- 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:

 Signature CA8423...

Elsa Mendoza Jimenez, Director of Health Services

Printed Name and Title

8/31/2023 | 1:32 PM PDT
 Date

Approved as to Form:

DocuSigned by:

 Signature 1799F444A9...

Stacy Saetta Chief Deputy County Counsel.

Printed Name and Title

8/31/2023 | 10:30 AM PDT
 Date

Approved as to Fiscal Provisions:

DocuSigned by:

 Signature E79EF64E57454F6...

Patricia Ruiz Auditor Controller Analyst

Printed Name and Title

8/31/2023 | 11:28 AM PDT
 Date