



CCHI Outreach and Enrollment for California Older Adults

Contract Agreement for Services

THIS CONTRACT AGREEMENT (“Agreement”) is made and entered into as of January 1, 2023 (the “Effective Date”) by and between the County of San Mateo, a political subdivision of the State of California, by and through San Mateo County Health, (“Contractor”), having an address at 801 Gateway Blvd., South San Francisco, CA 94080 and California Coverage and Health Initiatives (“CCHI”), a California nonprofit public benefit corporation, having an address at 1107 Ninth Street, Suite 650, Sacramento, CA 95814. CCHI and Contractor desire to enter into this Agreement with one another to set forth the terms upon which Contractor has agreed to provide the services to CCHI described herein. This Agreement is funded through a contract from California Department of Health Care Services (DHCS) to California Association of Counties Finance Corporation (CSAC, FC) who determined that it is in the best interest of CSAC, FC and CCHI if service obligations are provided by CCHI and its member organizations.

THE PARTIES AGREE AS FOLLOWS:

1. **Duties of Contractor.**

1.1 Services. Contractor shall provide to CCHI the services and perform the duties set forth in Exhibit A, hereto the “Services”. Contractor shall deliver monthly data and monthly written reports to CCHI as scheduled in Exhibit C. Contractor shall respond fully and promptly to all reasonable inquiries of CCHI as to the status of the Services performed by Contractor hereunder. Reporting requirements, deadlines, and tools are subject to change pending additional requirements from the funder, CSAC, FC.

1.1.1 Contractor must comply with all provisions outlined in this Agreement as well as in **Exhibits A - J**. Failure to successfully perform on all aspects of this Agreement, will be a basis for withholding financial payments, suspension, termination, or denial of continued or future funding from CCHI. Success is measured upon performance of the goals and milestones of the Project as outlined in this Agreement and in consideration of subcontracting and mobilization periods set forth in Contractor’s workplan. All references to Agreement or Contract made in this Agreement, automatically include **Exhibits A – J**, which are hereby incorporated by reference to this Agreement.

1.1.2 Contractor must provide a copy of any MOUs or agreements between Contractor and any subcontractor assisting with this Project. Contractor is responsible for the successful completion of all aspects of this contract including ensuring that subcontractor(s) are in full compliance and complete their responsibilities. Failure of any of Contractor’s subcontractors to complete their responsibilities, does not relieve Contractor of its responsibility to comply with and complete all terms of this contract. Also see 1.8 below.

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

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



and approved. Annual membership dues will be based on Contractor's Health program annual budget, and, if not paid by contractor via invoice, will be automatically deducted from first initial calendar year payment of this Agreement and every following year until agreement terminates.

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

1.5 Media Relations. Contractor shall refer any and all media requests for information about the Services outlined in this Agreement to Alexis Heaton at alexis@cchi.org, except as otherwise instructed by CCHI staff.

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

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

1.8 Subcontractors. The Contractor is responsible for the performance, reporting, and spending for each subcontractor, and the payment to each subcontractor. CCHI assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor must provide written notice to CCHI if Contractor changes or adds subcontractors during the contract period. CCHI reserves the right to require the Contractor to terminate a subcontractor with 30 days written notice. The Contractor will ensure the timeliness and accuracy of required reporting for Contractor site and subcontractor(s) under the award. The Contractor is responsible for the performance and progress of each site of service or subcontractor toward the goals and milestones of the project. The Contractor shall take necessary corrective action for any site



of service or subcontractor that is not meeting the goals and milestones of the project as set forth in this Agreement.

1.9 Indemnity.

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

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

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

1.10 Insurance.

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

- (i). Commercial General Liability ~ Minimum policy limit: \$1,000,000 (Occurrence) / \$2,000,000 (Aggregate)
- (ii). Professional Liability ~ Minimum policy limit: \$1,000,000 (Occurrence) / \$1,000,000 (Aggregate)



(iii). Automobile Liability ~ Minimum policy limit: \$1,000,000 (Combined Single Limit), for Hired & Non-owned

(iv). Workers Compensation/Employers Liability ~ Minimum policy limit: \$1,000,000

1.10.2 All such insurance policies, except Workers' Compensation, shall name CCHI as an "Additional Insured with Primary and Non-Contributory and Waiver of Subrogation status included. Insurance policies issued on a "claims made" basis shall extend for two years past completion of the Services.

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

1.10.4 In the event the Contractor fails to keep insurance coverage as required herein, in effect at all times, CCHI may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event in accordance with Paragraph 4.0.

1.11 **Prohibited Use of Funds.** CCHI award to Contractor will not exceed the amount stated in **Exhibit B** of this Agreement in consideration of, and on condition that, the sum be expended in carrying out the purpose as set forth in Contractor's approved work plan and budget, **Exhibit J**, and under the terms and conditions set forth in this Agreement.

Contractor is prohibited from duplicate invoice billing for the approved activities for this project. By signing this agreement, Contractor is certifying there is an appropriate plan in place to ensure that State funds will not be inappropriately used. This prohibition shall remain in effect throughout the entire term of this Agreement. If Contractor violates this prohibition, CCHI may terminate this agreement in accordance with Paragraph 4., Should it be found that Contractor utilized funds inappropriately, not aligning with approved budget, Contractor must repay CCHI the amount of funds used for prohibited purposes.

2. **Intellectual Property.**

Contractor agrees that all data and reports produced in the performance of this Agreement are subject to the rights of CSAC, FC and CCHI. CSAC, FC and CCHI shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so as necessary to administer, monitor, and report subject to all State and Federal laws related to privacy and confidentiality.



3. Compensation.

3.1 Fees. CCHI agrees to pay Contractor a Start-Up amount and thereafter, a monthly payment in during the term of this Agreement in the amount and at the times specified in Exhibit B, attached hereto and incorporated herein.

3.2 Records: Disputed Invoices. Contractor shall maintain accurate records of all amounts billable to and payments made by CCHI hereunder and all other matters which relate to Contractor's obligations hereunder. In the event that CCHI or Contractor disputes any invoice rendered or amount paid, the disputing party will immediately notify the other party, and the parties agree to use their best, timely efforts to resolve such dispute expeditiously.

4. Termination; Survival of Provisions.

4.1 Term. Unless earlier terminated as provided for in this Section 4, the term of this Agreement shall begin on the Effective Date, January 1, 2023, and shall end on June 30, 2024, unless extended by an amendment executed by both parties.

4.2 Termination.

4.2.1 Either party may terminate this Agreement without cause by notifying the other party hereto in writing no less than 30 days in advance of the requested date of termination. Once the termination notice is received, CCHI will contact the Contractor to complete close out tasks. CCHI will pay contractor for any funds due through the termination date in accordance with Exhibit B.

4.2.2 Failure by Contractor to comply with the terms of this Agreement will be cause for termination of the Agreement and all obligations of CCHI to make payments for services rendered beyond the terminate date will cease. CCHI retains the right to deny future contracts and funding to Contractor from CCHI.

4.2.3 In the event CSAC, FC funds are no longer available to CCHI, for any reason, this contract will be terminated immediately and CCHI will have no further responsibility to pay any costs or expenses incurred after date of the terminate on. Notification of termination will be provided to Contractor upon CCHI receiving notice from CSAC, FC. Any remaining and available funds will first be paid to CCHI to make them whole through date of termination. If any funds remain after making CCHI whole, Contractor will be paid based on a percentage of the remaining funds, so that Contractor receive some payment, if any, proportionately to Contractor based upon amounts due as of the termination date. Also see 4.3 below.

4.2.4 In the event of a potential or real delay in payment by CSAC, FC for any reason, CCHI will notify Contractor immediately and keep Contractor regularly updated regarding such delay. CCHI will pay Contractor the amount due to Contractor once CCHI receive the delay payment from CSAC, FC.

4.3 Payment Upon Early Termination



In the event of early termination of this Agreement for any reasons, CCHI shall no longer be obligated to make any payments of any kind whatsoever to Contractor. However, any payments due for services rendered satisfactorily prior to such termination but not yet made shall be made on a pro rata basis. Any such payment shall be due and payable within 30 days.

4.4 Payment of Funds.

The following actions shall result in a partial or full loss of the approved Contractor contract amount.

4.4.1 Contractor fails to return a signed Agreement to CCHI within 30 days of receipt of the final executable Agreement as determinate by CCHI.

4.4.2 Contractor fails to produce satisfactory Invoices and Deliverables as outlined in this Agreement.

4.4.3 Contractor fails to meet all specified deadlines as outlined in this Agreement.

4.4.4 Contractor terminates the Agreement.

4.5 Survival of Certain Terms; Return of Records. The provisions of Sections 1.6, 1.8, 1.9, 2, 4, 5.2 and 5.3 shall survive expiration or termination of this Agreement for any reason. In addition, upon written request Contractor shall promptly return to CCHI proprietary and confidential information furnished to Contractor by CCHI in connection with the performance of the Services under this Agreement. Any information which must be returned pursuant to this Section and which is stored electronically shall be delivered on USB Flash Drives. The reasonable costs of return of all CCHI books and records shall be paid by CCHI. Contractor shall, at its own expense, keep copies of any CCHI books or records as reasonably needed by Contractor.

5. Miscellaneous.

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

	<u>CCHI Contract Contact</u>	<u>Contractor Contract Contact</u>
Name:	Sean Yen	Marmi Bermudez
Title:	Program Coordinator	Senior Manager for Health Coverage, Eligibility and Authorizations
Address:	1107 Ninth Street, Suite 650 Sacramento, CA 95814	801 Gateway Blvd. South San Francisco, CA 94080
Phone:	(916) 889-8655	(650) 474-9855
Email:	sean@cchi.org	mcbermudez@smcgov.org

5.2 Nondisclosure of Confidential Information.

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

5.3 Breach of Confidentiality. In addition to Section 4 above, Contractor and CCHI acknowledges that a breach of Section 5.2 may result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law and agrees that, in the event of any breach or threatened breach of Section 5.2, the injured party shall have the right to seek injunctive relief from a court of competent jurisdiction to prevent a continuing or threatened breach of this Agreement and such other further relief as may be proper without the necessity of posting a bond. In addition to other damages awarded, the injured party shall be entitled to a judgment for court costs.

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

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

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

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



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

5.9 Promotional Activities. Contractor shall ensure that DHCS is clearly identified as a funder or supporter of Contractor in all published material relating to the Services provided under this contract. Contractor shall list DHCS as a funder or supporter in its annual report (if any). All promotional activities provided under this Agreement shall be submitted first to CCHI for its review and approval.

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

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

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

California Coverage and Health Initiatives County of San Mateo

 By: Mark Diel
 Title: Chief Executive Officer

 Date: _____

 By: Lisa Mancini
 Title: Interim Deputy Chief, San Mateo
 County Health

 Date: _____



LIST OF EXHIBITS

- A - Scope of Work
- B – Fee for Services and Invoice Process
- C – Reporting Deadlines
- D - Certification Regarding Lobbying
- E – Contractor’s Release Form
- F – Navigator Project (NP) Monthly Invoice
- G - Monthly Report (for those not currently using Salesforce)
- H – Monthly Narrative Progress Report
- I - CCHI Invoice Payment Request Form
- J – Accepted and Approved Work Plan and Budget



EXHIBIT A – SCOPE OF WORK

1. Service Overview

The Contractor agrees to provide to the California Coverage and Health Initiatives (CCHI) the services described herein pertaining to Medi-Cal outreach and enrollment for specified populations pursuant to Provision 25 of Item 4260-101-0001 of the Budget Act of 2021. Specifically, CCHI agrees to subcontract with San Mateo County Health, for Medi-Cal Outreach, Enrollment, Retention, and Utilization activities for specified populations identified in Section 4 of this Exhibit.

2. Service Location

The services shall be performed at various statewide facilities accessible to the Contractor and its Subcontractor that include but are not limited to Sacramento, CA.

3. Service Hours

The services shall be provided during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official holidays. Service hours may be extended to conduct outreach and/or accommodate target populations.

4. Services to be Performed

Contractors will provide outreach and enrollment for individuals eligible or potentially eligible for Medi-Cal, many of whom are also potentially eligible for and/or enrolled in Medicare, for the Specified Populations listed below:

- A. Dual eligible beneficiaries or beneficiaries age 65 and older with pending Medi-Cal eligibility redetermination.
- B. Individuals age 65 and older or with disabilities who are potentially eligible for Medi-Cal but not already enrolled in Medi-Cal, including those eligible for the Medicare Savings Program.
- C. Individuals newly eligible for Medi-Cal due to the Medi-Cal expansion to adults age 50 and older regardless of immigration status.
- D. Medi-Cal beneficiaries turning age 65 not already enrolled in Medicare, contingent on an agreement with one or more Medi-Cal plans for that county, and coordination with the local Health Insurance Counseling and Advocacy Program (HICAP) organization for that county.
- E. People age 65 and older who are already enrolled in Medi-Cal and need assistance with determining Medicare eligibility, contingent on coordination with the local HICAP organization for that county.
- F. Other groups, upon advance written approval by DHCS.



Contractor shall include virtual and/or in-person presentations to provide Medi-Cal outreach, education and services to the Specified Populations.

Contractor is required to include other broad outreach and communication activities such as social media campaigns outside of what CCHI is already providing to Contractor's regional area of focus.

Contractor and any parties acting on behalf of Contractor under this agreement shall work with Health Consumer Alliance (HCA), a resource CCHI is contracting with, to support Contractor with troubleshooting OERU navigation services to the identified populations mentioned above section 4 (A-F).

At the onset of individual Medicare enrollment activities for the individuals referenced in above (specific section, sub (D)), resulting from the Medi-Cal outreach and enrollment services under this agreement, shall provide the below HICAP referral information orally. At the conclusion of individual Medicare enrollment activities, Contractor and any of its parties under this contract shall provide the below HICAP referral information in writing. The HICAP referral information is as follows:

“For additional information concerning Medicare benefits, contact the Health Insurance Counseling and Advocacy Program (HICAP) or your agent. HICAP provides Medicare counseling for California residents. Call the HICAP toll-free telephone number, 1-800-434-0222, for a referral to your local HICAP office. HICAP is a service provided free of charge by the State of California.”

Oral notice shall be provided in the consumer's primary language. Written notice shall be translated into the consumers' primary language if it is identified as a threshold language, as defined by state law. Otherwise, interpretation services must be offered to interpret the written communication for the consumer. Written notice shall be provided in no smaller than size 12 type-font.

Contractor shall participate in monthly workgroup meetings scheduled by CCHI to share results and promote promising practices for outreach and enrollment support for Specified Populations. (CSAC FC and DHCS will be participating in these workgroup meetings). Contractor must participate in regular check-in meetings with CCHI staff to monitor project progress. Check-in meetings will be coordinated with Contractor ahead of time.



5. Reporting Requirements

The intent of this contract is to support local, individual-based Medi-Cal outreach and enrollment, particularly but not exclusively for beneficiaries dually eligible for Medi-Cal and Medicare, as well as outreach for the Medicare Savings Program. The intent is also to support broad communication and outreach efforts such as social media campaigns. The monthly reporting requirements in **Exhibit G and H** are intended to capture the key activities and outcomes of the contract and provide public transparency for this contract. See Exhibit C – Reporting Deadlines.

A. Annual Program Monitoring Reports:

- I. Narrative: Summary description of activities for calendar year.
- II. Data: Unduplicated number of individuals receiving outreach support for calendar year, by type of outreach activity, by county, by CBO.
- III. Fiscal: Complete financial report summary for calendar year. (Exhibit F)

B. Final Program Report:

- I. Narrative: Summary description of activities for entire contract term.
- II. Data: Unduplicated number of individuals receiving outreach support for entire contract term, by type of outreach activity, by county, by CBO.
- III. Fiscal: Complete financial report summary with amounts per CBO subcontract, and overall contract, for entire contract term.



EXHIBIT B – FEE FOR SERVICES AND INVOICE PROCESS

1. Invoicing and Payment

- A. The total contract amount shall be \$300,000 for the term of this contract.
- B. For performance service satisfactorily rendered, and upon receipt and approval of invoices and other documentation described below, CCHI agrees to compensate the Contractor for performance expenditures incurred in accordance with the allowable costs specified in approved budget.
- C. The initial invoice period shall be from the contract execution date through the first ten (10) working days of this contract. Initial mobilization payment of 10% from CCHI to the Contractor is contingent on submission of all the following items:
 1. Complete and signed invoice for approved mobilization payment.
 2. Invoice Payment Request Cover Sheet (provided by CCHI)
 3. Complete detailed proposed budget for project expenditures for total contract period.
- D. For all subsequent periods, payment from CCHI to the Contractor is on a monthly basis, and is contingent on submission and CCHI approval of all of the following items:
 1. Complete and signed invoice with a Payment Request Cover Sheet.
 2. Any newly executed subcontracts between Contractor and local CBOs (if applicable).
 3. Complete monthly monitoring reports, and, if appropriate, annual or final reports, as described in Exhibit A.
 4. Monthly invoice amount should be broken down and billed evenly throughout the 23 months contract period; excluding the initial mobilization invoice amount.
- E. Contractor shall submit invoices and other required documents such as Exhibit G, H, and I to CCHI according to the following schedule. If due date falls on a Holiday or weekends, invoice with any requested documents shall be due the following business workday.



Month	Period	Due date to CCHI
M1	01/01/2023 - 01/31/2023	Mobilization Fund – request within 10 days of executed date.
M2	02/01/2023 - 02/29/2023	02/15/2023
M3	03/01/2023 - 03/31/2023	03/15/2023
M4	04/01/2023 - 04/30/2023	04/15/2023
M5	05/01/2023 - 05/31/2023	05/15/2023
M6	06/01/2023 - 06/30/2023	06/15/2023
M7	07/01/2023 - 07/31/2023	07/15/2023
M8	08/01/2023 - 08/30/2023	08/15/2023
M9	09/01/2023 - 09/30/2023	09/15/2023
M10	10/01/2023 - 10/31/2023	10/15/2023
M11	11/01/2023 - 11/31/2023	11/15/2023
M12	12/01/2023 - 12/31/2023	12/15/2024
M13	01/01/2024 - 01/31/2024	01/15/2024
M14	02/01/2024 - 02/29/2024	02/15/2024
M15	03/01/2024 - 03/31/2024	03/15/2024
M16	04/01/2024 - 04/30/2024	04/15/2024
M17	05/01/2024 - 05/31/2024	05/15/2024
M18	06/01/2024 - 06/30/2024	06/15/2024

2. Invoices shall:

- A. For the mobilization payment, invoice must be prepared on Contractor’s letterhead and signed by an authorized official or employee. Invoice must bear the Contractor’s name as shown on the Agreement.
- B. For subsequent monthly invoices, Contractor shall use CCHI’s provided invoice template (Exhibit F) for the billing period.
- C. Subject to the terms of this Agreement, payment may only be sought for those cost categories expressly identified as allowable in Contractor’s approved budget (Exhibit J).



3. Budget Contingency Clause

- A. It is mutually agreed that if the California Budget Act of the for any fiscal year covered under this Agreement does not appropriate funds for the program, this Agreement shall be terminated as of the date set by the State's action to terminated the fund. CCHI will be responsible for payments for Services during the period the program is funded. After that termination date in accordance with Paragraph 4, CCHI shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform under any provisions of this Agreement.
- B. If funding for any fiscal year is reduced by the California Budget Act for purposes of this program, CCHI shall have the option to either terminate this Agreement in accordance with Paragraph 4.0 or to negotiate an amendment for a reduced amount with Contractor.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Contract, unless a later or alternate deadline is agreed to in writing by the Program Contract Coordinator. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of CCHI under this Contract have ceased and that no further payments are due or outstanding.
- B. CCHI may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written CCHI approval of an alternate final invoice submission deadline. Written CCHI approval shall be sought from the Program Contract Coordinator prior to the expiration or termination date of this Contract.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit E)"** acknowledging submission of the final invoice to CCHI and certifying the approximate percentage amount, if any, of recycled products used in performance of this Contract.

5. Expense Allowability/Fiscal Documentation

- A. Invoices, received from the Contractor and accepted and/or submitted for payment by CCHI, shall not be deemed evidence of allowable agreement cost.
- B. Contractor shall maintain for review and audit and supply to CCHI upon request, adequate documentation of all expenses relating to this Agreement to permit a determination of expense allowability.
- C. Costs and/or expenses deemed unallowable are subject to recovery by CCHI. See provision 6 in this exhibit entitled, "Recovery of Overpayments" for more information.



6. Recovery of Overpayments

- A. Contractor agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CCHI by one of the following options:
 - i. Contractor's remittance to CCHI of the full amount of the audit exception within 30 days following CCHI's request for repayment;
 - ii. A repayment schedule which is agreeable to both CCHI and the Contractor.
- B. CCHI reserves the right to select which recovery method will be employed and the Contractor will be notified by CCHI in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of CCHI's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to CCHI, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of CCHI's notice requesting reimbursement of questioned audit costs or disallowed expenses.



EXHIBIT C – MONTHLY PROGRAM REPORT DEADLINES

A. Subcontractor shall submit to CCHI monthly program monitoring via a CCHI-furnished monthly report template including both quantitative and narrative data. The program monitoring period of time to be included in the monthly report is 15 days in arrears (e.g. a report due June 15, 2023 is for the activities occurring in May 1-31, 2023). The dates and monthly intervals are subject to change. The monthly interval reporting schedule is as follows:

Month	Period	Due date to CCHI
M1	01/01/2023 - 01/31/2023	02/15/2023
M2	02/01/2023 - 02/29/2023	03/15/2023
M3	03/01/2023 - 03/31/2023	04/15/2023
M4	04/01/2023 - 04/30/2023	05/15/2023
M5	05/01/2023 - 05/31/2023	06/15/2023
M6	06/01/2023 - 06/30/2023	07/15/2023
M7	07/01/2023 - 07/31/2023	08/15/2023
M8	08/01/2023 - 08/30/2023	09/15/2023
M9	09/01/2023 - 09/30/2023	10/15/2023
M10	10/01/2023 - 10/31/2023	11/15/2023
M11	11/01/2023 - 11/31/2023	12/15/2024
M12	12/01/2023 - 12/31/2023	01/15/2024
M13	01/01/2024 - 01/31/2024	02/15/2024
M14	02/01/2024 - 02/29/2024	03/15/2024
M15	03/01/2024 - 03/31/2024	04/15/2024
M16	04/01/2024 - 04/30/2024	05/15/2024
M17	05/01/2024 - 05/31/2024	06/15/2024
M18	06/01/2024 - 06/30/2024	07/15/2024

B. Annual Program Monitoring Reports and Final Program Report

Year	Period	Due date to CCHI
Year 1	01/01/2023 – 06/30/2023	07/15/2023
Year 2	07/1/2023 – 06/30/2024	07/15/2024
Program Summary	08/01/2022 - 06/30/2024	08/15/2024

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Coverage and Health Initiatives

CCHI reserves the right to notify the contractor in writing of an alternate submission address.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



EXHIBIT E – CONTRACTOR’S RELEASE

DHCS MEDI-CAL FOR OLDER ADULTS CONTRACTOR’S RELEASE FORM

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **Name of Contract** entered into between California Coverage & Health Initiatives (CCHI) and **Name of Organization** (Contractor), the Contractor does acknowledge that final payment has been requested via **invoice number(s):** _____ in the **amount(s) of \$** _____ and **dated** _____

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that payment authorized for reimbursement do not guarantee final allowability of said payment. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit, made after final payment, will be refunded. All expense and accounting records related to the above referenced contract must be maintained for audit purposes for **no less than 5 years** beyond the date of final payment, unless a longer term is stated in said contract.

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

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

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

Printed Name and Title of Person Signing: _____

Signature of Contractor or Official Designee: _____ Date: _____

**CCHI DHCS Older Adult Medi-Cal Project
Monthly Invoice**

ORGANIZATION NAME: _____

STATE FISCAL YEAR SFY 2022-23

NAME OF PERSON COMPLETING _____

INVOICE PERIOD _____

CONTACT INFORMATION _____

	APPROVED BUDGET	PRIOR AMOUNT BILLED	AMOUNT BILLED THIS MONTH	FOR CCHI USED		AMOUNT BILLED TO DATE	REMAINING BALANCE
				ADJUSTMENT	APPROVED AMOUNT		
						0	0

I certify that the amount invoiced are correct and is expensed out appropriately as presented in the approved budget under this project.

Sign in blue ink only

Project Manager or Authorized Designee (Print Name)

Signature

Date

**CCHI DHCS Older Adult Medi-Cal Project
Monthly Invoice**

ORGANIZATION NAME: _____

STATE FISCAL YEAR SFY 2022-23

NAME OF PERSON COMPLETING _____

INVOICE PERIOD _____

CONTACT INFORMATION _____

	APPROVED BUDGET	PRIOR AMOUNT BILLED	AMOUNT BILLED THIS MONTH	FOR CCHI USED		AMOUNT BILLED TO DATE	REMAINING BALANCE
				ADJUSTMENT	APPROVED AMOUNT		
						0	0

I certify that the amount invoiced are correct and is expensed out appropriately as presented in the approved budget under this project.

Sign in blue ink only

Project Manager or Authorized Designee (Print Name)

Signature

Date

Organization Name: _____

Reporting Period: _____

#	Data Point	Input Total	Name of county	Target Populations					
				TP #1	TP #2	TP #3	TP #4	TP #5	TP #6
1	# of enrollment applications submitted								
2	# of redetermination applications submitted								
3	# of verified enrollments								
4	# of verified renewals								
5	# of referrals or connections to HCA for assistant (specifically for TP #4 and #5)								
6									
7									
8									
9									

**Medi-Cal Outreach & Enrollment for Older Californians
Contract**

Monthly Program Monitoring Report

Subcontractor Overall Status
A. Narrative: Status of local outreach events and activities. Successes and challenges with regard to building connections and relationships among local CBOs/partners. Status of broad communication and outreach activities. If applicable, provide status of subcontracts with local CBOs and Counties with details and contract amounts.
B. If applicable, description and status of subcontractor's activities to support local partner CBOs that Subcontract with under this project.
C. Data: The number of local CBOs/partners subcontracted with subcontractor (include name of CBO/county and applicable county area(s) served):
Training and Education
A. Narrative: Provide status of training and education curriculum resources to partner CBOS and/or program staff. Highlight promising practices and summary of class evaluations provided to training attendees. (Copies of the training program materials must be retain in case requested by CCHI)
B. Data: The number of outreach, enrollment, retention and utilization-related training and education webinars or classes provided to partner CBOs or program staff.

C. Data: The number of participants in each training webinar:

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D. Data: The number of individuals completing CCHI's Health Access Assister curriculum (include name of subcontractor or local partner and applicable county):

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Outreach, Enrollment, Retention and Utilization Activities

A. Narrative: Description of the type of outreach provided, challenges and accomplishments for each activities.

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B. Data: The number of people receiving Medi-Cal outreach services by county and type of outreach activity.

--

Fiscal Reporting

A. Narrative: Report any expected budget changes that are different from what was submitted and approved. Must include a budget narrative explaining the changes with an updated budget for review and approval.

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Subcontractor Payment Request

CCHI Outreach and Enrollment for Older Adults

DATE:
 SUBCONTRACTOR NAME:
 SUBCONTRACT AGREEMENT #:

CONTACT PERSON:
 CONTACT PHONE:
 CONTACT EMAIL:
 CONTACT ADDRESS:

PAYMENT REQUEST PERIOD:	Mobilization
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NOTE: CONTRACTOR RELEASE ([EXHIBIT E](#) OF YOUR CONTRACT) MUST BE SUBMITTED WITH THE FINAL INVOICE

AMOUNT REQUESTED: \$

FOR CCHI USE ONLY

REPORTING INCENTIVES <input type="checkbox"/> Timely & Complete Invoice <input type="checkbox"/> Timely & Complete Report	STATUS OF INVOICE: <input type="checkbox"/> Approved <input type="checkbox"/> Modified <input type="checkbox"/> Declined	AMOUNT APPROVED: \$
DATE RECEIVED: REVIEWED BY: _____ <div style="text-align: center; color: blue;">PROGRAMS STAFF</div>	DATE RECEIVED: APPROVAL SIGNATURE: _____ <div style="text-align: center; color: blue;">PROGRAMS DIRECTOR</div>	
COMMENTS:		

Submit invoices and payment request forms to contracts@cchi.org by the dates specified in Exhibit B and C of your CCHI Outreach and Enrollment Older Adults Contract.

