RESOLUTION - ACTION REQUESTED 2019-493

MEETING: August 20, 2019

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Accept the Medication Assisted Treatment Grant and Authorize the CAO to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION:
Accept the Medication Assisted Treatment (MAT) Access Points Project Grant in the Amount of $50,000; and Authorize the CAO to Sign the Agreement.

The Medication Assisted Treatment (MAT) Access Points Project Grant was pursued for Medical Room improvements, not to exceed $50,000, at the Mariposa County Sheriff's Office Adult Detention Facility.

Specifically, this funding will be used to refurbish the medical room at the Mariposa County Adult Detention Facility and also purchase identified medical equipment that will assist the MAT program. The Grant monies awarded will be used to update medical cabinetry and purchase a Telemedicine tower with camera along with other equipment that will allow for better services for those entered into the MAT program and also serving others incarcerated in the facility.

This funding is the result of a collaborated MAT jail based program that provides a significant opportunity to help individuals with substance use disorder, especially those who participate in a community-based Opioid Treatment Program (OTP).

This funding program will deliver necessary improvements while minimizing the funding impacts of county government.

The Jail Based Medication-Assisted Treatment program is in partnership with John C. Fremont Hospital and Mariposa County Health and Human Services. The grant is provided by The Center at Sierra Health Foundation with funding from the State of California Department of Health Care Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has supported accepting similar improvement grant monies in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this request not be approved the County will miss an opportunity for available...
Resolution - Action Requested 2019-493

funds for improvements to the jail medical room.

FINANCIAL IMPACT:
This grant award has no financial impact to the County. No match monies required.

ATTACHMENTS:
CA19MAT061 - Contract Agreement (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (this “Agreement”) is made and entered in the State of California, by and between Sierra Health Foundation: Center for Health Program Management, a California nonprofit public benefit corporation (“The Center”), and Mariposa County, an independent contractor (“Contractor”), in connection with the Medication Assisted Treatment (MAT) Access Points Project (the “MAT Project”), and effective June 1, 2019.

PURPOSE

The purpose of this procurement agreement is to purchase property or services in support of the MAT Project. The MAT Project is part of California’s State Opioid Response Grant Funding. The goal of the MAT Project is to support Medication Assisted Treatment (MAT) start-up activities and/or MAT enhancement efforts in at least 200 MAT Access Points throughout the State of California to increase prevention, treatment and recovery service activities for people with substance-use disorders. Funding received by The Center in connection with the MAT Project can be used to offset staff salaries, purchase equipment, train staff, recruit staff, make capital improvements, and other start-up and enhancement costs.

STATUS OF PARTIES

The parties to this Agreement agree that Contractor is, and will remain throughout the term of this Agreement, an independent contractor, and not an employee, partner, agent or principal of The Center. The Contractor is responsible for providing, at Contractor’s own expense, disability insurance, unemployment insurance, workers’ compensation insurance, and any other insurance, training, permits, and licenses for Contract and Contractor’s employees and subcontractors. Similarly, Contractor is responsible for all of the Contractor’s own expenses, including but not limited to, any and all taxes resulting from the Contractor’s operation. The Contractor has no authority to make any commitments on The Center’s behalf or to bind The Center in any way whatsoever. During the term of this Agreement, The Center may engage other contractors to perform the same or similar work that Contractor performs. The Contractor will supply all tools, materials, and equipment required to perform the Contractor’s services under this Agreement.

CONTRACT TIMELINE

The MAT Project timeline and this Agreement commence on June 1, 2019, and terminate on August 31, 2020.

DELIVERABLES AND REQUIRED REPORTING

Contractor agrees to execute and complete the stated line items and deliverables in accordance with the RFA application submitted by the Contractor and approved by The Center (the “RFA Application”), and in accordance with the Budget and Budget Justification set forth on Exhibit I. In the event of any conflict between the RFA Application and Exhibit I, Exhibit I shall control. The Contractor must provide Progress Reports as set forth in Exhibit II.
COMPLIANCE

The MAT Project is a Federal funding program. All documents or other materials prepared in the performance of this Agreement must be retained by the Contractor in accordance with the terms hereof. All deliverables provided by Contractor to The Center in connection with this MAT Project will become the property of The Center, and The Center may transfer the rights in such property to the State of California. The Contractor is required under the Code of Federal Regulations 45 CFR Part 75, section §75.303 and §75.364 to provide access to records to maintain sufficient internal controls and retain all documents, copies of invoices and backfiles for compliance and internal use. The Center reserves the right to audit Contractor. Non-compliance with this Agreement, Federal statutes, regulations, or the terms and conditions of a Federal award §75.371 may result in the adverse action, including but not limited to, the following:

(a) withhold of payments pending correction of the deficiency or non-compliance;

(b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

(c) wholly or partly suspend any activities of Contractor or terminate the award to Contractor;

(d) initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and awarding agency regulations at 2 CFR part 376 (or recommend such a proceeding be initiated by an awarding agency);

(e) withhold from Contractor further awards for the MAT Project;

(f) adverse action by a Federal or State agency, including the California Health and Human Services Agency (“CHHS”) or other awarding agency; and

(g) any other remedies or actions that may be legally available.

AUDIT AND RECORD RETENTION; MONITORING

Contractor agrees that The Center, CHHS, Department of Health Care Services (“DHCS”), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to Contractor’s performance of this Agreement. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement (GC 8546.7, CCR Title 2, Section 1896.77). Contractor agrees to maintain and preserve, until six (6) years after termination of this Agreement and final payment to Contractor hereunder, to permit DHCS and The Center (or their respective duly authorized representatives) to have access to, examine or audit any pertinent books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records. All of the foregoing audit rights set forth in this paragraph shall survive the termination of this Agreement.
Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.

Contractor agrees that The Center and DHCS (or their respective designated representatives) will have the right, at any time during the term of this Agreement during Contractor's normal business hours, to conduct monitoring activities with respect to the services and deliverables being provided by Contractor hereunder, and Contractor's compliance therewith, including, but not limited to, on-site visits and desk reviews.

**PAYMENTS**

Subject to the terms hereof, The Center agrees to pay Contractor the total contract of **$50,000.00**. Payments to Contractor correspond to the completion of deliverables. The Center will pay Contractor for the completion of the stated line items and deliverables in accordance with the RFA Application submitted by Contractor and approved by The Center and the submission and approval of the required program and financial reporting as outlined in **Exhibits II** in accordance with the following fixed payment schedule:

(a) **Payment 1** - 50% of total award amount upon the later of (i) the execution of this Agreement and (ii) The Center's receipt of funding for the Project from the funding agency;

(b) **Payment 2** - 40% of total award amount following receipt and approval of Progress Reports 1 and 2; and

(c) **Payment 3** - 10% of total award amount following receipt and approval of Progress Reports 3, 4, and 5, and the Cumulative Final Report for Program and Financial activity.

Reimbursement shall be made for allowable expenses for services performed and/or goods received. The Contractor must maintain records reflecting actual expenditures for the term of this Agreement.

**EXPENSES ALLOWABILITY/FISCAL DOCUMENTATION**

(a) Financial reports received from the Contractor and accepted and/or submitted for payment by The Center shall not be deemed evidence of allowable agreement costs;

(b) Contractor shall maintain for review and audit and supply to The Center upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability;

(c) If the allowability or appropriateness of an expense cannot be determined by The Center because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to general accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by The Center or Contractor may be required to return spent funds to The Center. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
RECOVERY OF OVERPAYMENTS

(a) Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by The Center by one of the following options:

(i) Contractor’s remittance to The Center of the full amount of the audit exception within 30 days following The Center’s request for repayment;

(ii) A repayment schedule which is agreeable to both The Center and Contractor.

(b) The Center reserves the right to select which option will be employed, and the Contractor will be notified by The Center in writing of the claim procedure to be utilized.

FUNDING RESTRICTIONS

(a) Contractor agrees expenditures must adhere to the following guidelines:

(i) expenditures must be tied to, and for the purposes of, the MAT Project;

(ii) State Opioid Response (SOR) funding disbursed through The Center are the payer of last resort only;

(iii) expenditures must be reasonable in light of the services or goods provided; and

(iv) expenditures must be substantiated by invoices, receipts, pay records, checks and other appropriate documentation;

(b) Contractor shall not use any grant funds made available under this Agreement to:

(i) pay for any lease beyond the MAT Project period, or prepay any other expense beyond the Project period;

(ii) pay for housing other than residential mental health and/or substance abuse treatment;

(iii) provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.);

(iv) make direct payments to individuals to induce them to enter prevention or treatment services. However, Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access and retention in prevention and treatment programs;

(v) make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Meals are generally unallowable unless they are an
integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed $3.00 per person; or

(vi) outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.

(c) Grant funds shall not be used for services that can be paid through other accessible sources of funding such as Title XIX of the Social Security Act, other federal discretionary and formula grant funds, non-federal funds, third party insurance, and sliding scale self-pay, among others.

(d) Grant funds shall not supplant current funding of existing activities.

INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless DHCS, The Center, and their respective directors, officers, employees and agents from any claim of any kind whatsoever, including attorneys’ fees and related expenses, arising out of or in any way connected to Contractor’s performance of services hereunder or Contractor’s breach of this Agreement (in either case, whether arising from Contractor’s actions or inactions), or arising out of or in any way connected to the performance of services of any contractors, subcontractors, suppliers, laborers and any other person or entity furnishing or supplying work, services, materials or supplies to or through Contractor in connection with Contractor’s performance of this Agreement. Contractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due from Contractor hereunder against any amounts due and payable to Contractor hereunder.

INSURANCE

Contractor assumes all risks as an independent contractor and agrees to obtain all the insurance necessary for Contractor’s protection in connection with work under this Agreement. Contractor agrees to maintain through the term of the Agreement, at a minimum, (a) workers’ compensation insurance for Contractor’s employees and (b) comprehensive or commercial general liability insurance coverage in the minimum amount of $2,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability. Contractor agrees to include an Additional Insured Endorsement naming the Center and DHCS as additional insureds. Contractor agrees to provide The Center with documentation evidencing such insurance upon request.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Contractor represents warrants and covenants that the services and deliverables to be provided under this Agreement shall be performed in accordance with all laws, and in a professional manner conforming to the generally accepted industry standards and practices. Contractor shall, at all times during the term of this Agreement, maintain all licenses, permits and governmental approvals required by federal and state law to provide the services and deliverables hereunder.
Contractor represents, warrants and covenants that, to the extent relevant, it is in compliance with, and will comply with, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164, and any similar laws or regulations now existing or hereinafter arising. Contractor shall not use or disclose individually identifiable health information as set forth in 45 CFR section 160.103 ("Protected Health Information" or PHI") or “Personal Information” as defined in California Civil Code section 1798.29 ("PI"), other than as permitted or required by law, and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and PI, including electronic PHI and PI, that it creates, receives, maintains, uses or transmits. The Contractor should not transmit PHI or PI to The Center without The Center’s prior consent unless such PHI or PI was obtained by Contractor from The Center.

To the extent Contractor is using contract funds to cover individual direct patient services, the Contractor will comply with any SAMHSA GPRA (Government Performance and Results Act of 1993) reporting requirements.

Contractor represents and warrants that the materials produced by Contractor under this Agreement are and will be original and do not and will not infringe upon any statutory or common law copyright, proprietary right, intellectual property right or any other right of any other person.

The Contractor agrees to provide all statistical data as requested through the Progress Reports in this agreement and with respect to the services and deliverables provided by Contractor hereunder, including, but not limited to, a number of individuals served and/or impacted.

Contractor shall ensure that its services provided hereunder are, and will be, accessible to persons with limited English proficiency.

Any subcontractors hired by Contractor will be advised of and abide by this Agreement unless other arrangements are first approved in writing by The Center, and that Contractor will be responsible for the subcontractors’ adherence to the terms of this Agreement.

The Contractor has not, and should not; hire The Center employees to perform any portion of work or services provided for herein, including secretarial, clerical, and similar incidental services.

Contractor agrees that all operators of motor vehicles reimbursed with grant funds made available under this Agreement will hold a valid State of California driver’s license. In the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver’s license. The Contractor must possess 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 reimbursed with grant funds made available under this Agreement. The Contractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto. Contractor 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. Contractor 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 of continuation thereof, or for a period of not less than one (1) year.

The Contractor will not publish any information derived from work performed or data obtained in connection with services rendered under this Agreement unless first approved in writing by The Center.

Contractor agrees to comply with all requirements of 45 CFR Part 75 and all of the Federal Equal Opportunity Requirements set forth on Exhibit III.

Contractor represents that, to the best of its knowledge, it is registered, and in good standing, with the Federal System for Award Management (SAM) and is not a suspended or debarred party on the excluded parties list system on SAM. Contractor agrees to comply with all Debarment and Suspension Certification requirements set forth on Exhibit IV.

Contractor agrees to comply with all Air or Water Pollution requirements set forth on Exhibit V.

All information submitted to The Center by Contractor, as of the date hereof is, and hereafter will be, accurate.

CONFIDENTIALITY

Contractor agrees that it will not copy, reproduce, make any unauthorized use of or disclose to any other person or entity: (a) any confidential or proprietary information given to or made available to Contractor in the performance of its services and deliverables under this Agreement or (b) any deliverables provided to The Center hereunder.

Contractor agrees that it will (and will cause its employees, agents, and subcontractors) to 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 Contractor, its employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person. Contract and its employees, agents, or subcontractors will not use such identifying information for any purpose other than carrying out Contractor’s obligations under this Agreement. Contractor and its employees, agents, or subcontractors will promptly transmit to The Center all requests for disclosure of such identifying information not emanating from the client or person.

ASSIGNMENT

This Agreement may not be assigned by the Contractor, either in whole or in part, without the written consent of The Center. Any such assignment in violation of the foregoing will be deemed null and void.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits hereto, contains all of the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or to vary any of the terms herein.
AMENDMENTS AND MODIFICATIONS

No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

TERMINATION

Either party may terminate this Agreement by providing 30 days written notice to the other party, provided that The Center may terminate this Agreement at any time, effective upon Contractor's receipt of the notice if Contractor is in breach of any term hereof. All amounts owed for satisfactory work completed as of the time of such termination shall be paid in full by The Center upon submission of an invoice and The Center's verification of such performance. Contractor acknowledges and agrees that in the event: (a) funding for the MAT Project terminates, (b) DHCS requires the substitution or termination of Contractor as a subcontractor of The Center, or (c) DHCS does not approve this Agreement, then this Agreement will terminate without penalty and with no further obligations for payments to Contractor. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Project, this Agreement shall terminate and be of no further force or effect.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement, shall be subject to mediation in Sacramento, California, administered the American Arbitration Association or such other mediator as The Center and Contractor shall agree, as a condition precedent to the institution of legal or equitable proceedings by either party.

CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of California.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or .pdf), but which together shall constitute one and the same instrument.

{Remainder of page intentionally left blank; Exhibits to follow}
# The Center
## Proposed Project Budget - Name of Application Organization

**Organization:** Marioposa County - Sheriff's Office

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<th>Start Date:</th>
<th>End Date:</th>
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<td>6/1/2019</td>
<td>8/31/2020</td>
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<th>Total Project Budget</th>
<th>Requested from Center for Health Program Management</th>
<th>Other Funding Committed to Project</th>
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## I. Personnel

### Salaries

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**Payroll Taxes and Benefits**

**Consultant Fees**

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**Total Personnel**

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## II. Other Expenses

### Office Supplies

### Postage

### Printing/Duplicating

### Information/Materials

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<tr>
<td>Equipment</td>
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<td>Rent / Utilities</td>
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### Travel

### Miscellaneous (List)

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<td>Capital improvements</td>
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<td>Telehealth Equipment (USDA grant)</td>
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**Total Other Expenses**

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<td>$43,478.26</td>
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**Indirect (up to 15% of direct costs)**

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**Total Grant Expenses**

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<tr>
<td>$50,000.00</td>
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<td>$39,890.06</td>
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Budget Justification

Capital improvements, equipment costs, and 15% indirect costs comprise the entirety of the $50,000 project budget, of which $50,000 is requested from The Center. A total of $39,890.06 in other funding is committed to the project in the form of personnel time and other grant funding for telehealth equipment, as detailed below.

I. Personnel

Salaries – A total of $4,425.40 in salaries will be contributed as in-kind services to support the proposed grant activities:

a. John C. Fremont Hospital nursing staff time will be used toward evaluating room workflow, creating and revising policies, procedures, and training staff on use of equipment and revised protocol; based on $135,000 annual salary for Chief Nursing Officer, Kristen Clayton ($11,250/month for 10 months at 3% time = $3,375)

b. Mariposa County Jail staff time for assisting in capital improvements ($26.26/hr for 40 hours = $1,050.40)

Payroll Taxes and Benefits – a total of $1,759.66 in fringe benefits on the above listed amounts are also provided in conjunction with the above salaries (40% of $3,375 = $1,350 and 39% of $1,050.40 = $409.66, respectively)

for a Total of $6,185.06 committed in-kind funding of personnel costs

II. Other Expenses

Equipment ($8,790 total) – medical and non-medical equipment, includes:

- Lift Top Desk ($2,700) and office chair ($390) for staff to document patient medical information
- Electrocardiogram ($1,500) and automated external defibrillator ($2,000) machines to monitor potential arrhythmias if coming off of certain medications
- Wall-mounted glove box ($200) to save space in the narrow room
- IV Pole ($100) for IV bags to rehydrate inmates
- Gurney ($1,900), narrow and small, for transport from medical room to cell block

Miscellaneous

Capital Improvements ($34,688.26 total) – remodel and install capital equipment, including:

- Automated dispensing cabinet ($13,000) allows for medication security, monitoring, and tracking; cost includes professional installation
- Lab Chair ($6,000) for blood draws
- Wall-mounted bed ($5,000) for patient care; retracts to save space
- Cabinetry, stainless steel sink, and countertops ($3,965.70) for nursing supply storage and preparation of medications
- Electrical work and outlet installation ($1,895) to locate outlets appropriately for medical and telehealth equipment
- Paint ($250) for remodeled walls
Remodeling Mariposa County Jail Medical Room for Medication Assisted Treatment
Application to Sierra Health Foundation: Center for Health Program Management

- ADA Bars ($53) – handrails for detoxing inmates to use with elevated toilet seat
- Contingency costs ($4,524.56) – 15% of $30,163.70 to account for potential capital improvement cost overruns, such as increased installation or shipping costs

Telehealth Equipment ($33,705 USDA grant funds) – Mariposa County Health and Human Services recently received a USDA Rural Utilities Service Distance Learning and Telemedicine Grant to fund purchase of telehealth equipment for use in multiple sites, including the Mariposa County Jail. Remodeling the jail medical room will accommodate this new equipment, which includes a Polycom Utility Cart Configuration with AMD telemedicine peripherals (monitor, microphone, camera, integrated computer, scope system, and digital stethoscope with headset) for the delivery of medication assisted treatment telehealth services to inmates in the jail medical room.

Indirect (15% of direct costs) - $6,521.74
EXHIBIT II – PROGRAM AND FINANCIAL REPORTING REQUIREMENTS

The Contractor will submit separate Program, and Financial (budget versus actual) Progress reports during the duration of the contract and a separate Program and Financial Cumulative Final Report at contract end. (Please refer to the web portal for sample program and financial templates and reporting requirements). Payment 2 and 3 is contingent on the receipt and approval of the following reports:

Required Deliverables:

- Deliverable 2: Submission and approval of both Program and Financial Progress Reports 1 and 2.
- Deliverable 3: Submission and approval of both Program and Financial Progress Reports 3, 4, 5, and Cumulative Final Reports.

The last day to submit reports is 9/29/2020, and thereafter all unearned portion of the total award is forfeited. The reporting schedule is as follow:

<table>
<thead>
<tr>
<th>Report</th>
<th>Report Period</th>
<th>Due Date to The Center</th>
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<tbody>
<tr>
<td>Progress Report 5</td>
<td>6/1/2020-8/31/2020</td>
<td>9/15/2020</td>
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</table>
EXHIBIT III - FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

(Applicable to all federally funded agreements entered into by The Center.)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or The Center, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed, and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
2) Have not written a three year period preceding this application/proposal/agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in Paragraph b(2) herein; and
4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed or debarred under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by The Center;
7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to The Center.

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

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, The Center may terminate this Agreement for cause or default.
EXHIBIT V – 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.
RESOURCES

- Medication Assisted Treatment Website - www.mataccesspoints.org
- SAM (System for Award Management) – www.sam.gov
- MAT Expansion Project page on the DHCS Website - https://bit.ly/2w2Vx9f
- 45 CFR Part 75

- For questions regarding the MAT Access Points Project, please contact Nora Dunlap at ndunlap@sierrahealth.org or the general email at mataccesspoints@shfcenter.org
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

THE CENTER

BY

Gil Alvarado
Sr. Vice President of Finance & Administration

DATE: 9/6/19

CONTRACTOR

BY

Authorized Representative Signature

Dallin Kimble, CAO
Print Name of Authorized Representative & Title

DATE: 8/20/19

The Center Contract Manager:
Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Program Officer
1321 Garden Highway
Sacramento, CA 95833

Contractor's Mailing Address:
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Dallin Kimble
County Administrative Officer
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Mariposa, CA 95338

Contractor's Contact Information:
(209) 966-3222
dkimble@mariposacounty.org

Secondary Contact Information:
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Analyst/Grant Wirter
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mstephens@mariposacounty.org
esergienko@mariposacounty.org

Contractor's Tax ID Number:
94-6000880

Contractor's DUNS Number:
071859607

SAMs Expiration Date:
5/7/2020

Contract Number:
CA19MAT061

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