MEETING: June 1, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: First Amendment - Agreement with Aurrera Health Group

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to Agreement with Aurrera Health Group, LLC to provide services to implement the ACES Aware program, extending the term to September 30, 2021; and authorize the Board of Supervisors Chair to sign the Amendment.

Pursuant to the Legislature’s approval and Governor’s signature enacting the state’s 2019-20 budget, the Department of Health Care Services (DHCS) and the Office of the California Surgeon General launched “ACES Aware,” a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences (“ACEs”). DHCS contracted with Aurrera Health Group, LLC (Aurrera) to help develop and implement a provider training program (“Training Program”) for providers to qualify to earn supplemental payments for conducting screening for ACEs. Under the contract, Aurrera is authorized and directed to contract with other entities to help develop and promote the Training Program.

With Health and Human Services Agency (HHSA) as the healthcare provider entity, Mariposa County executed an agreement with Aurrera for the term of June 30, 2020 through June 29, 2021. Due to the outbreak and continuing effects of the corona virus, HHSA and Aurrera had limited opportunities to carry out the full extent of the Training program and request an amendment to extend the term of the agreement to September 30, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Aurrera Health Group.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve the amendment and incur the risk of not maximizing the benefits of a program specifically implemented for a targeted population in our community.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
Appendix D

Aurrera Health Group and
Mariposa County Health and Human Services Agency
Agreement Amendment

This amendment ("Amendment") is effective May 1, 2021 between Aurrera Health Group ("Aurrera") and Mariposa County Health and Human Services Agency and amends the original agreement ("Agreement") entered into on June 30, 2020.

Provisions not mentioned here remain unchanged. All the terms and conditions in the original contract stay intact and unchanged. Except as set forth in this Amendment, the Agreement shall continue in full force and effect according to its terms. If there is conflict between this Amendment and the Agreement or any prior amendment(s), the terms of this Amendment shall prevail.

The agreement is amended as follows:

**Original Contract Period:** Begin June 30, 2020 and conclude on June 29, 2021.

**Amended Contract Period:** Begin June 30, 2021 and conclude on September 30, 2021.

**Grant Award:**
The total grant award does not change. Any shifts of funds between grant types will be proposed to the Grant Liaison and presented to Aurrera leadership for review. Payment will be made after Aurrera has determined satisfactory amendment of the contract, timely submission of required quarterly reports, and determination the Grantee is in good standing. All Grant funding is subject to final amendment approval and available state funding for the ACEs Aware initiative.

**Record Retention:**
a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361. At minimum, the Grantee agrees to retain all receipts and expense documents acquired during the duration of this grant for at least 5 years after the grant end date. The Grantee will be responsible for providing those documents to Aurrera as requested for any audits that may occur during or after the contract has been completed.
b. Grantees shall retain all records that substantiate the activities, deliverables, and costs under this contract. This includes, but is not limited to:

- Personnel costs
- Proof of purchase for all related equipment and supplies
- Proof of costs and payments for subcontracted providers
- Job descriptions for key staff
- Protocols and workflows as identified in the scope of work

c. Aurrera and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee’s personnel for the purpose of interview and discussion related to the requested documents.

d. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

**Scope of Work:**
The specific services the Grantee will provide are set forth in, the Scope of Work (“SOW”) attached as Appendix A. Unless otherwise noted, the Grantee agrees to complete the activities outlined in the original SOW and augmented with activities outlined in Appendix E (Work Plan).
IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: June 1, 2021
Signature: Marshall Long
Name: Marshall Long
Title: Board of Supervisors, Chair

Date: 06/02/2021
Signature: 
Name: Jennifer Ryan
Title: Executive Vice President

COUNTERSIGNED:
(Government Code §25103)
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:
Steven W. Dahlem
County Counsel
Appendix E

Work Plan

<table>
<thead>
<tr>
<th>Timeline &amp; Activities</th>
<th>Estimated Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>May 2021</strong></td>
<td></td>
</tr>
<tr>
<td>• Continue social media posting activities</td>
<td>$600</td>
</tr>
<tr>
<td>• Presentation to local coalition (Health &amp; Wellness Coalition) and offer separate presentations to members</td>
<td>$1,400</td>
</tr>
<tr>
<td><strong>June 2021</strong></td>
<td></td>
</tr>
<tr>
<td>• Continue social media posting activities</td>
<td>$600</td>
</tr>
<tr>
<td>• Presentation to local early childhood organization (e.g., First 5 Commission and Local Planning Council)</td>
<td>$1,400</td>
</tr>
<tr>
<td><strong>July 2021</strong></td>
<td></td>
</tr>
<tr>
<td>• Continue social media posting activities</td>
<td>$600</td>
</tr>
<tr>
<td>• Presentation to local law enforcement organization (e.g., Probation Department)</td>
<td>$1,400</td>
</tr>
<tr>
<td><strong>August 2021</strong></td>
<td></td>
</tr>
<tr>
<td>• Continue social media posting activities</td>
<td>$600</td>
</tr>
<tr>
<td>• Presentation to local business organizations (Rotary and/or Chamber of Commerce)</td>
<td>$1,400</td>
</tr>
<tr>
<td><strong>September 2021</strong></td>
<td></td>
</tr>
<tr>
<td>• Continue social media posting activities</td>
<td>$600</td>
</tr>
<tr>
<td>• Presentation to additional school system staff (repeat offering from April 2021)</td>
<td>$1,400</td>
</tr>
</tbody>
</table>
MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

6/24/2020

To: Tracy Gauthier, Deputy Clerk of the Board II  Dept.: Clerk of the Board  Date: 9/24/2020 2ND SUBMISSION

From: Beth Rose  Dept.: HS / Fiscal  Contact No.: 209-742-0963

Agreement with: Aurrera Health Group or (ACEs Aware Grantee)  Term: 6/30/2020 - 6/29/2021 (Beginning to end - Must be 1 year or less)

For: Communications and Outreach Grant Agreement

(Provide a brief description of the service provided or product purchased, i.e. “Police service dog training”, “Annual Senior Health Fair”, “Telephone Crisis Support”)

Is this an Amendment to an Agreement? Yes ☐ No ☑

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

* Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO (One will be kept by the Clerk of the Board’s office)

* Check the type of agreement being submitted below and enter the dollar amount

* Route to the Clerk of the Board’s Office (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $ __________  DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under $10,000:
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) (May not purchase or lease real property or storage space without the Purchasing Agent’s approval.)

☑ $ -25,586.  CAO (Purchasing Agent) -Section 3.08.090 – Under $50,000:
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

Res. 05-117 and 04-346 – Indemnification Agreements

Interdepartmental Agreements

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD’S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019
Aurrera Health Group Grantee Services Agreement

This is an agreement ("Agreement") by and between Aurrera Health Group, LLC, located at 1400 K Street, Suite 204, Sacramento, CA 95814, and Mariposa County Health & Human Services Agency ("Grantee"), located at 5362 Lemee Lane, Mariposa CA 95338, that provides for the provision of certain services by Grantee to Aurrera Health Group on behalf of the California Department of Health Care Services, as described in the attached scope of work, under the terms and conditions set forth below.

Background

California Governor Gavin Newsom, in his first state budget (FY 2019-20), proposed a Medi-Cal supplemental payment for providers to screen both pediatric and adult beneficiaries for trauma using specified screening tools. As the state budget process moved forward, the Governor proposed additional resources specifically targeted at providing health care providers with training and technical assistance to better equip practicing physicians as they worked with patients that have been exposed to significant trauma or have health effects related to trauma exposure. Pursuant to the Legislature’s approval and Governor’s signature enacting the state’s 2019-20 budget, the Department of Health Care Services ("DHCS") and the Office of the California Surgeon General have launched “ACES Aware,” a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences ("ACEs"). DHCS has contracted with Aurrera Health Group to help develop and implement a provider training program ("Training Program") for providers to qualify to earn supplemental payments for conducting screening for ACEs. Under the contract, Aurrera Health Group is authorized and directed to contract with other entities to help develop and promote the Training Program.

Terms of Agreement

1. **Contract Period.**
   The effective date of this contract shall begin on June 30, 2020 and conclude on June 29, 2021. Any extension of these contract terms must be expressly approved by Aurrera Health Group.
2. **Scope of Work**
   The specific services Grantee will provide are set forth in the Scope of Work ("SOW") attached as Exhibit A.

3. **Grant Award**
   The total grant award for this contract is $25,586. The grant budget is to be broken out accordingly:
   - Communications - $25,586

4. **Payment and Invoicing**
   Grantee shall submit monthly invoices by the 15th of the following month that includes a description of services performed and number of hours worked. Expenses for grant activities must also be itemized on a monthly basis. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with Exhibit B. Payments shall be made within thirty (30) calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

   Invoices and all supporting documentation shall be submitted via the Zengine grantee database program. All payment inquiries may be made to the attention of Jim DeArman, Director of Finance, Aurrera Health Group via email to jim@aurrerahealth.com.

5. **Materials Produced Through this Agreement.**
   Aurrera Health Group gives permission to Grantee to use, reproduce, and disseminate the materials produced through this Agreement, as long as the ACEs Aware grantee logo is included on the materials. Grantee also agrees to post the ACEs Aware logo on its website to indicate their participation in the grant program. If updates are necessary to the materials produced, all changes must be approved by Aurrera Health Group before being finalized. Any requests for changes must be submitted at least fourteen calendar (14) days before the materials are intended to be used to allow time for review and approval of any materials.

   Additionally, all materials will be given free of charge to, and free of access for, any Medi-Cal provider and Grantee will not issue any charges or fees to others requesting the
materials or access to the materials, without the express written permission and approval of DHCS.

**Ownership of Intellectual Property**
DHCS will own any materials produced through this contract and any materials produced through this contract shall include DHCS’s notice of copyright. However, DHCS gives permission to the Grantee to use, reproduce, and disseminate the materials produced through this contract. If updates are necessary to the materials produced, all changes must be approved by DHCS before being finalized. DHCS requests that any requests for changes be submitted to DHCS at least fourteen (14) days before the materials are intended to be used to allow DHCS time to review and approve any materials. Additionally, any materials produced will be free to access by any Medi-Cal provider and any charges or fees associated with the materials charged to others, must be approved by DHCS.

6. **Confidentiality**

a. **Definition of Confidential Information**

“Confidential Information” means (a) any technical and non-technical information related to Aurrera Health Group’s business and current, future and proposed products and services of Aurrera Health Group, including for example and without limitation, Aurrera Health Group innovations, Aurrera Health Group property, and information concerning research, policy development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as “Confidential” or “Proprietary;” and (b) any information that Aurrera Health Group has received from others that may be made known to Grantee that the Grantee is obligated to treat as confidential or proprietary, whether or not marked as “Confidential” or “Proprietary.”

b. **Nondisclosure and Nonuse Obligations**

Except as permitted in this Section, Grantee will not (a) use any Confidential Information; or (b) disseminate or in any way disclose the Confidential Information to any person, company, business or governmental agency or department. Grantee
may use the Confidential Information solely to perform project assignment(s) for the benefit of Aurrera Health Group. Grantee shall treat all Confidential Information with the same degree of care as Grantee accords to Grantee’s own confidential information, but in no case shall Grantee use less than reasonable care. Grantee shall assist Aurrera Health Group in remedying any the unauthorized use or disclosure of the Confidential Information. Grantee agrees not to communicate any information to Aurrera Health Group in violation of the proprietary rights of any third party.

c. Exclusions from Nondisclosure and Nonuse Obligations

Grantee’s obligations do not apply to any Confidential Information that Grantee can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Grantee by Aurrera Health Group through no fault of Grantee; (b) was rightfully in Grantee’s possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Grantee by Aurrera Health Group; or (c) was independently developed by Grantees of Grantee without use of, or reference to, any Confidential Information communicated to Grantee by Aurrera Health Group. A disclosure of any Confidential Information by Grantee (a) in response to a valid order by a court or other governmental body; or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Grantee provides prompt prior written notice thereof to Aurrera Health Group to enable Aurrera Health Group to seek a protective order or otherwise prevent the disclosure.

7. Amendment Process

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall not be considered binding on either party until it is formally approved in writing by the both parties.
8. Assignment
Grantee may not assign this Agreement, in whole or in part, without the express written consent of Aurrera Health Group.

9. Noninterference with Business
Grantee agrees that during the Contract Period of this agreement they will not, either directly or indirectly, solicit, induce, recruit, or encourage any of Aurrera Health Group's employees to leave their employment with the Company, or Grantees to stop doing business with the Company. In the event Grantee hires any of Company's employees or retains any of their Grantees, Grantee agrees to enforce the confidentiality provisions set forth herein as it relates to that employee or Grantee.

10. Insurance Requirements
Grantee shall comply with the following insurance requirements:

a. Commercial General Liability

The Grantee must provide to Aurrera Health Group a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Grantee. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

11. Certificate of Insurance
The certificate of insurance must identify the Agreement number for which the certificate of insurance applies and include the following provisions:

a. The insurer shall not cancel the insured's coverage without giving 30 days prior written notice to Aurrera Health Group.

b. The State of California, its officers, agents, employees, and servants are
included as additional insureds, but only with respect to work performed for
the State of California under this Agreement. This includes Aurrera Health
Group as an agent of the state for purposes of this Agreement.

12. Insurance Effective During Entire Term
The Grantee agrees that the insurance required herein will remain in effect at all times
during the term of the Agreement. In the event said insurance coverage expires at any
time or times during the term of this Agreement, the Grantee agrees to provide, at least
30 calendar days before said expiration date, a new certificate of insurance evidencing
insurance coverage as provided for herein for not less than the remainder of the term of
the Agreement or for a period of not less than one year. DHCS may, in addition to any
other remedies it may have, terminate this Agreement on the occurrence of such event.

13. Costs of Insurance
Neither DHCS nor Aurrera Health Group will be responsible for any premiums,
deductibles, or assessments on the insurance policy.

14. Independent Grantee
Grantee, and the agents and employees of the Grantee, shall act in an independent
capacity and not as an employee or agent of Aurrera Health Group or DHCS.

15. Indemnification
Grantee agrees to indemnify, defend, and save harmless Aurrera Health Group, as well as
the state, its officers, agents and employees from any and all claims and losses arising
from all negligent acts or omissions of Grantee or its agents, officers, or employees in
rendering services under this agreement; excluding however such liability, claims, losses,
damages, or expenses arising from State’s or Aurrera Health Group sole negligence or
willful acts.

16. Compliance with Law
The Grantee shall comply with all California and federal law, regulations and published
guidelines, to the extent that these authorities contain requirements applicable to
Grantee’s performance under this Agreement.
17. **Federal Equal Opportunity Requirements.**

The Grantee 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 Grantee 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, 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 Grantee'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.

18. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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.

19. The Grantee 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 Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. The Grantee 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 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.

22. In the event of the Grantee’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 cancelled, terminated, or suspended in whole or in part and the Grantee 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 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.

23. The Grantee will include the provisions of Sections 16 through 22 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 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 subgrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by DHCS, the Grantee may request in writing to DHCS, 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.

24. Record Retention
   a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361.
   b. Aurrera Health Group and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee’s personnel for the purpose of interview and discussion related to the requested documents.
   c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

25. Monitoring and Audits
   a. The Grantee shall be subject to monitoring by Aurrera Health Group for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection and audit of the services provided by the Grantee under this Agreement, as well as the Grantee’s files, management procedures, books, and records, as Aurrera Health Group deems appropriate. Aurrera Health Group may conduct monitoring activities at any time during the Grantee’s normal business hours.
   b. The refusal of the Grantee to permit access to its physical facilities or inspection
of any documents, files, books, or records necessary for Aurrera Health Group to complete its monitoring and auditing activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis for Aurrera Health Group to terminate the Agreement for cause.

c. Grantee is also required to meet quarterly, mid-point, and annual reporting requirements as outlined in Appendix C.

26. Governing Law; Forum
The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Sacramento, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Sacramento, California, such personal jurisdiction will be non-exclusive. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys’ fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

27. Compliance with Laws
Each party hereto shall comply with all applicable laws, statutes, regulations, permits, licenses, certificates, judgments, orders, awards, other decisions or requirements of any arbitrator, court, government or governmental agency or instrumentality.

28. Waiver; Modification
If the Company waives any term, provision or Grantee’s breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Grantee. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

29. Severability
If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect
that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

30. Entire Agreement
This Agreement, including all exhibits attached hereto, constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

31. Cancellation / Termination
This Agreement may be cancelled by either party without cause upon 30 calendar days advance written notice to the other party, or immediately for cause, which shall mean failure to meet the terms, conditions, or responsibilities of this Agreement. Upon receipt of a notice of termination or cancellation, the Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs. In the event of early termination or cancellation, the Grantee shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

32. Avoidance of Conflicts of Interest by Company
DHCS intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

33. Litigation Notification
Each party shall immediately notify the other party of any communication, notice or other action of which such party becomes aware that may in any way affect the parties' rights and obligations hereunder, or of any other formal or informal action, notice or
communication from any governmental body, regulatory or other person or entity relating to this Agreement.

34. Applicable law and Arbitration
   a. Arbitration: If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.
IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver these presents as of the day and year first written above.

By: ____________________________ Date: 10/5/2020
Authorized Grantee Signature

Name: Dallin Kimble
Title: Mariposa County Administrative Officer

By: ____________________________ Date: 8/19/20
Aurrera Health Group Signature

Name: Hilary Haycock
Title: President

APPROVED AS TO FORM:

______________________________
STEVEN W. DAHLEM
COUNTY COUNSEL
Appendix A

Scope of Work

OVERVIEW OF APPROACH:

Mariposa County will launch a communications and outreach initiative to reach several groups in an effort to educate the community about ACEs Aware, toxic stress, the ACEs Initiative, and how each of the groups can get involved in helping to build resiliency and provide support and linkages to care. These groups include Health Care professionals, Social Services professionals, Behavioral Health and Recovery Services professionals, Service organizations, School staff, Law Enforcement and Probation Officers, Parents/Caregivers/Resources Families, Community Leaders and Community members.

ADJUSTMENTS TO APPROACH DUE TO COVID-19:

In the fall of 2019, prior to the onset of the COVID-19 pandemic, Mariposa County Behavioral Health and Recovery Services received The Rural Utility Service Grant through the USDA. This grant enabled Mariposa County to purchase telehealth equipment for their partners in order to increase access to health care within the County. Through this grant, new computers with video cameras were purchased and a virtual conference platform called RP1.vc has been utilized to allow for video conferencing and telehealth services. This is a HIPAA compliant platform. Due to COVID-19 emergency, the County was able to integrate video conferencing, telehealth services for clients and clinical staff, clients and doctors for psychiatry services, and utilize Adobe Acrobat for Medical Records and electronic signatures. In addition to the increased telehealth equipment, the County has increased virtual capacity with the use of the Go-To-Meeting platform for virtual conferencing and trainings. On March 20, 2020, County offices were closed due to the COVID-19 pandemic and teleworking was launched immediately. This new approach of providing behavioral health services and training remotely was a sudden change but one that the County was confident to implement.

PLANS FOR EXECUTING GRANT ACTIVITIES VIRTUALLY WHERE NECESSARY:

Due to the COVID-19 pandemic, scheduled in-person trainings and meetings at this time have been cancelled. There is no determination when group in-person trainings will resume. Meetings and trainings will continue to be held virtually through the Go-To-Meetings platform and RP1.vc, when security is necessary. Mariposa County Health & Human Services will
disseminate a combination of ACEs Aware materials and county produced materials using a variety of strategies. A few of these strategies include: webinars, websites, social media (Facebook, Instagram), newsletters, etc. Additionally, we will use virtual meeting time with partner agencies to ensure that partners are made aware of virtual trainings and strategies that they can implement and refer those with ACEs into services.

ANY OTHER FACTORS TO BE CONSIDERED:

Due to the rural areas within the County, Mariposa’s broadband is limited in various locations. This impacts the WIFI availability within the County. Although some may not be able to connect via webinar, phone conferencing is still an option for most. When and if necessary, devices will be offered to help increase access for providers and partners within the County.

SUBCONTRACTOR:

Mariposa County may award a sub contractor to perform partial or full services and obligations under this agreement. As previously stated, this will not release Mariposa County of any duties and/or liabilities and is obligated to fulfill compliance of stated terms and conditions of this agreement.
Appendix B

Budget Detail and Payment Provisions

1. Grantee shall submit a monthly invoice by the 15th of the following month which includes description of services performed and including the data required under section 4 above. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with the rates or allowable costs specified herein. Payments shall be made within 30 calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

2. Invoices shall:
   a. Be prepared on Grantee letterhead, or be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this Agreement.
   b. Bear the Grantee’s name as shown on the Agreement.
   c. Identify the billing or performance period covered by the invoice.
   d. Itemize costs or services provided for the billing period. Reimbursement may only be sought for costs or services expressly identified as allowable in this Agreement.

3. Budget Contingency Clause
   a. It is mutually agreed that if the Budget Act of the current year or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, Aurrera Health Group and DHCS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this
Agreement and Grantee shall not be obligated to perform any other provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, DHCS shall have the option to either cancel this Agreement with no liability occurring to Aurrera Health Group or DHCS or offer an agreement amendment to Grantee to reflect the reduced amount.

4. Amounts Payable to grantees will be processed within thirty (30) days after receipt of invoice and supporting documentation. Payments can be made via check, banking institution lockbox, electronic funds transfer (EFT) or ACH directly to grantee primary checking account. Please note if Grantee chooses to have grant funds electronically transferred they must complete a EFT/ACH consent form with bank routing number and account number information to Aurrera Health Group for processing.
Appendix C

ACEs Aware Grantee Reporting Requirements

All ACEs Aware Grantees are required to submit the following reports in order to receive the full disbursement of grant funds during the contract year:

- Quarterly quantitative data reports, as specified for each grant type and category
- Narrative progress reports at the mid-point and end of the 12-month contract period (instructions and a template for this reporting requirement will be provided later in 2020)
- At the end of each quarter of the contract period, Grantee will submit to Aurrera Health Group Consulting a plan for the following quarter of grant activities.
- Grantee will submit a summary of each convening/training to include numbers of attendees, summary of the content delivered, and participant evaluation results, within 2 weeks after each event. A reporting template will be provided.

The Grantee will be required to report on the following data elements in the quarterly reports. Additional anecdotal and best practices information may be requested from Grantees on a periodic basis as a means of promoting the ACEs Aware initiative. The Grantee will have access to the ACEs Aware Grantee Portal in July 2020. All reports must be submitted through this portal.

Communications

Communications grantees will report on the following:

- Content
  - Content development plan (quarterly)
    - What themes will be explored, experts involved and channels explored
  - Overview of content/messages shared (quarterly)
    - Summary of best performing content/messages and assumptions on why (timing, region, expert involved, promotion approach, etc.)
  - Where appropriate, description of strategic partner/community partner collaborations
- Targeting and Analysis
- For each applicable item, please provide information requested
  - Number of social media posts
    - Number of “Likes”, shares, and engagement rate of posts (by organic vs. paid media)
    - Examples of best performing content and analysis of why
  - Number of email blasts
    - Number of recipients
    - Open rate
    - Click rate
    - Examples of best performing content
  - Number of newsletters with ACEs Aware information
    - Number of recipients
    - Open rate
    - Click rate
    - Examples of best performing content
  - Number of blogs posted
    - Reporting on topics and, if appropriate, authors
    - Number of readers
    - Examples of best performing content
  - Number of videos produced and posted
    - Links and number of views
    - Identify best performing content
  - New web content developed
  - Number of ads produced
    - Where they appeared
    - How long
    - Where possible, provide data on impact and/or engagement and conversion
  - Number of testimonials shared
    - List of the spokesperson/s
    - Overview of testimonial/s dissemination platforms
Interim and Final Grant Reports

In addition to the data elements to be requested above, Grantees will be expected to submit a 5-10 page “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The report would also include elements like a narrative description of the most successful methods the organization used to promote activities, and any mid-course corrections made in response challenges that occurred. Aurrera Health Group will provide a template for these reports in the fall of 2020.
Fw: Extension

Dumile Wilson <dwilson@mariposacounty.org>

Mon 5/17/2021 8:48 AM

To: Beth Rose <brose@mariposacounty.org>

Here’s County Counsel approval for ACE.

Regards,

Dumile Wilson
Administrative Analyst I
Administration
Mariposa County Health & Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
Fax: (209) 966-8251

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From: Kevin Briggs <kbriggs@mariposacounty.org>
Sent: Thursday, May 13, 2021 3:44 PM
To: Dumile Wilson <dwilson@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>
Subject: Re: Extension

Dumile:

I have reviewed and can approve as to legal form.

Kevin

From: Dumile Wilson <dwilson@mariposacounty.org>
Sent: Thursday, May 13, 2021 9:04 AM
To: Steve Dahlem <sdahlem@mariposacounty.org>; Kevin Briggs <kbriggs@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>
Subject: Fw: Extension

Hello Steve and Kevin,

Any thoughts regarding ACE’s response to your initial findings? Please advise.

Thank you!

Regards,
From: Dumile Wilson <dwilson@mariposacounty.org>
Sent: Wednesday, April 28, 2021 3:32 PM
To: Kevin Briggs <kbriggs@mariposacounty.org>
Cc: Steve Dahlem <sdahlem@mariposacounty.org>; Sheila Baker <sbaker@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>
Subject: Fw: Extension

Kevin,

ACE provided responses to the questions posed in your first review of the Amendment. Please review those responses and let us know if they are sufficient to proceed.

Thank you!

Regards,

Dumile Wilson
Administrative Analyst I
Administration
Mariposa County Health & Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
Fax: (209) 966-8251

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From: Lilly Clements <lilly@aurrerahealth.com>
Sent: Wednesday, April 28, 2021 3:28 PM
To: Dumile Wilson <dwilson@mariposacounty.org>
Cc: Sarah Higgs <SHiggs@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Sheila Baker <sbaker@mariposacounty.org>
Subject: RE: Extension

Hi Dumile,

Please see our responses to your questions below, thank you!

- Appendix F (Work Plan) is mentioned. It appears that this needs to be Appendix E
  - Issue resolved, it is Appendix E
- Appendix D (b. on page 2) lists bulleted items about record retention. Please provide clarification as to whether these items are new requirements for the Grantee County to do (they are not included in the augmented activities in Appendix E (or Appendix F)?
  - Yes, these are new requirements for each grantee.
- Appendix E (F7) requires clarification as it contains new Timeline and Activities and Estimated Invoice amounts (e.g. continue social media posting activities; $600; presentation to local organizations, $1400). Paragraph 3, Grant Award, in the original agreement states that "The total grant award
for this contract is: Communications $25,586.” It is unclear if the compensation listed in Appendix E(F?) is included in the original contract amount of $25,586 or is intended to augment the original grant amount. Since Appendix D states that all terms and conditions of the original agreement remain unchanged and intact unless mentioned in the amendment and original paragraph 3 (Compensation) is not mentioned, it is unclear if the county is to undertake this activities in July, August and September without additional compensation (approximately $2000 per month).

- To submit the no-cost extension, each grantee was required to share the amount of funds remaining in their budget and Mariposa County had $16,000 left as of March 2021. They created an estimated budget for each month to show approximately how of the remaining $16,000 will be spent until September 2021. The no-cost extension extends the contract term dates but retains the total budget amount of $25,586 for the entire contract term, June 30, 2020 until September 30, 2021.

Hi Lily,

The following areas of the agreement will require either changes or clarification

- Appendix F (Work Plan) is mentioned. It appears that this needs to be Appendix E.
- Appendix E (b. on page 2) lists bulleted items about record retention. Please provide clarification as to whether these items are new requirements for the Grantee County to do (they are not included in the augmented activities in Appendix E (or Appendix F?)
- Appendix E (F?) requires clarification as it contains new Timeline and Activities and Estimated Invoice amounts (e.g. continue social media posting activities; $600; presentation to local organizations, $1400). Paragraph 3, Grant Award, in the original agreement states that “The total grant award for this contract is: Communications $25,586.” It is unclear if the compensation listed in Appendix E(F?) is included in the original contract amount of $25,586 or is intended to augment the original grant amount. Since Appendix D states that all terms and conditions of the original agreement remain unchanged and intact unless mentioned in the amendment and original paragraph 3 (Compensation) is not mentioned, it is unclear if the county is to undertake this activities in July, August and September without additional compensation (approximately $2000 per month).

Thank you!

Regards,

Dumile Wilson
Administrative Analyst I
Administration
Mariposa County Health & Human Services Agency
5362 Lemea Lane
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
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Subject: RE: Extension

Sounds great, thank you!

Lilly Clements, MPH
Pronouns: She/Her/Hers
Policy Consultant
Medicaid Policy & Programs
Cell: 831-521-9876

Hi Lilly,

At this time, our contract team is reviewing the addendum for the no-cost extension ACEs grant. Once approved by the contract team, we will require your team to sign, then we will send to our BOS for final approval and signatures.

Thank you,
Sheila