

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 Santa Barbara County KIDS Network (“Grantee”), located at 234 Camino Del Remedio, Santa Barbara, CA 93110, 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 \$150,000. The grant budget is to be broken out accordingly:

- Provider Engagement - \$150,000

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. Materials include items created for the virtual conference, such as a meeting agenda, registration website or Power Point presentations shared by speakers. 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 use reasonable care in maintaining the information confidential. 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, subject to the exclusions in section 6(c).

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 Grantee's 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 accruing or resulting to any and all Grantees, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

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.

- 20.** The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the 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 of the rules, regulations, and relevant orders of the Secretary of Labor.
- 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 Federal 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 Paragraphs (24) through (34) 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 legally-acceptable 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 non-confidential 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 that are related to this Agreement and serve for the sole purpose of monitoring the Grantee's activities. 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 applicable 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 **Exhibit 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 Santa Barbara, 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 Santa Barbara, California, such personal jurisdiction will be non-exclusive.

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. **Application of law:** This agreement shall be governed by the laws of the state of California, USA.
- b. **Mediation:** 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.

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: _____
Authorized Grantee Signature

Date: ____/____/____

Name: _____

Title: _____

By: _____
Aurrera Health Group Signature

Date: ____/____/____

Name: _____

Title: _____

Exhibit A

Scope of Work

ACEs Aware Proposal: Central Coast Provider Engagement 2020-2021

OVERVIEW of GRANTEE'S APPROACH

- ACEs Science and the principles of trauma-informed care provide a common language for understanding the impacts of adversity and the pathways to resilience.
- In order to create a robust care network that will effectively meet the needs of a population impacted by Adverse Childhood Experiences and the trauma of COVID-19, individuals and organizations must cultivate trust-based relationships that foster safety, equity, accessibility, and inclusivity. When leaders, community stakeholders, and service providers embrace these concepts in their interactions with one another, it benefits the whole community.
- The Central Coast Provider Engagement events will build on the success of the Bridges to Resilience Conference and will provide a forum for cultivating these mutually supportive relationships, by sharing knowledge, exploring different perspectives, and discovering common goals.
- With COVID-19, whole communities have experienced a collective trauma. Everyone is trying to navigate the changes and uncertainties, and the need for connection is more evident than ever at the personal, professional, and community level. Provider engagement will weave strong networks of care to support healing and resilience.
- Overarching Goals:
 - To build care networks that are trauma-informed and resiliency-focused
 - To facilitate strong connections between healthcare providers and community partners
 - To increase knowledge of resources and tools for ACEs prevention and early intervention
 - To inspire, engage, invigorate and integrate the work force in every sector
 - To improve life outcomes for children, youth and families throughout the Central Coast
 - To explore what COVID-19 has taught us about resiliency and to highlight the ways that Central Coast communities have come together to address complex and changing needs

- The Central Coast Provider engagement structure supports these goals:
 - Keynote presentations will provide inspiration for the work before us, grounding participants in science and humanity.
 - Breakouts will provide opportunities for engagement around key concepts and strategies.
 - Opportunities for relationship-building and resource-sharing will be incorporated into the event structure to build strong care networks within each of the three targeted counties. A tri-county approach will include Santa Barbara, San Luis Obispo, and Ventura counties, counties that are naturally connected. The counties of Santa Barbara, San Luis Obispo and Ventura value learning from each other, and its residents, economies, and networks are strongly linked across county lines.

Description of ADJUSTMENTS to GRANTEE’S APPROACH due to the COVID-19 emergency

- Grantee will convene a planning committee (“Committee”) that includes representatives from Santa Barbara, San Luis Obispo and Ventura Counties. The Committee will be responsible for developing plans for virtual and in-person provider engagement events, including outreach and marketing strategies, selection of a virtual platform, identification of speakers, and coordination for each event.
- Grantee sees this as an opportunity for innovation- the work is more pertinent now, and the Committee is excited to think about new ways of coming together.
- Central Coast Provider Engagement will no longer be designed as a large-scale, full-day event. The Committee envisions a hybrid approach that provides virtual opportunities for learning and connection, as well as a smaller scale, in-person event to strengthen care networks in each county. The Grantee’s preference would be to bring the three counties together in one location; however, if this is not possible, the Committee would work with partners in each county to hold concurrent events.
- Grantee will engage healthcare partners early in the planning process to be sure that the Committee is designing something that is useful, relevant and accessible. The Committee intends to survey physicians to determine priority topics.
- Revised timelines and budget will be developed by the Committee to accommodate implementation of a hybrid model. Grantee will host at least two virtual half-day events and, if possible, an in-person event in late spring or early summer. The Committee intends to have participants register for the series. The Committee may

- consider making recordings available for those who register but can't get away from the clinic or the classroom. If this is done, the Committee would also want to create opportunities for connection and discussion.
- Grantee will adjust strategies for reaching physicians with the support of the Cottage Health Marketing team, leveraging physician newsletters, e-mails, and medical grand rounds. CenCal Health will also help spread the word to its network of Medical providers.
 - Grantee will collaborate with the Pediatric Resiliency Collaborative (PeRC). Through Grantee's collaboration with PeRC, the Core Training modules that are a required component of the provider engagement proposal will be delivered as part of the virtual provider engagement events. Provider engagement sessions will include information and resources related to responding to the stress that is experienced by families as part of the current COVID-19 pandemic.

Plans for EXECUTING GRANT ACTIVITIES VIRTUALLY

Grantee will:

- Investigate costs for supporting a virtual platform and get bids from vendors and event coordinators with virtual expertise to produce quality events.
- Revise budget and determine what Grantee's capacity is for implementing a hybrid plan.
- Refine plans for the number of events, the number of sessions within each event, and the duration of each event
- Complete steps that will allow Grantee to offer Continuing Education Units (CEUs) and Continuing Medical Education (CMEs) for provider engagement events.
- Modify presenter guidelines to include expectations for virtual presentations. Seek out presenters who are subject-matter experts with virtual experience and skills. Consider scheduling a dry run prior to provider engagement events.
- Incorporate conversations and relationship-building into the design, perhaps through facilitated breakout groups during sessions or curated conversation groups between sessions.
- Recruit and train session monitors/hosts who can manage the platform and the technical assistance needs.
- Seek additional sponsorship from local foundations and community partners.

Exhibit 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 of the Agreement. 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, subsequent to termination of this Agreement, 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.

Exhibit 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 provider engagement/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.

Provider Engagement

Provider Engagement -- Network of Care Sessions

- Grantees will report on the following:
 - Number of sessions executed
 - Organizations represented and by type/sector, if applicable (e.g., law enforcement agency)
 - Total number of attendees
 - Number and type of organization by sector (e.g., law enforcement agency)
 - Number of providers
 - Report out on specialty types (e.g. OB/GYN, Internal Medicine)

- Report out on geographic location of each provider
 - Number of non-clinical staff in attendance
 - Topic and brief summary of learnings for each session
 - Key learnings and questions raised through audience engagement in advancing network of care — such as case studies from specific sectors with potential applications to other sectors (e.g., education to law enforcement), best practices in relationship building, strategies to increase community connections across the medical and social service system, potential challenges/barriers, tension areas, etc.
 - Location of each session
 - In person (city, county)
 - Webinar
 - Session evaluation (grantees will all have to include three to four standard evaluation questions)
 - Testimonial from attendees (if applicable)
 - Outstanding/unaddressed questions; common questions asked, etc.
 - Session agenda, speakers, and materials (to be available on request)
 - Methods used to promote sessions, including penetration rate
 - Click-through, open rates for email blasts, social media posts and impressions

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.