

Exhibit E
Additional Provisions

1. Amendment Process

- A. The Department of Health Care Services (DHCS) may amend the Intergovernmental Agreement (IA).
- B. Should either DHCS or the Contractor, during the term of this IA, desire any amendments to this IA, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through DHCS' official agreement amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.
- C. Any proposed amendments to the IA shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year.
 - 1) The proposed amendment submitted by the Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.
 - 2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
- D. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable IA amendment on or before June 30th of the final year of the IA.
- E. DHCS may settle costs for DMC-ODS services based on the year-end cost settlement report as the final amendment to the approved IA.

2. Cancellation / Termination

- A. This IA may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.
- B. DHCS reserves the right to cancel or terminate this IA immediately for cause. The Contractor may submit a written request to terminate this IA only if DHCS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor failed to meet any terms, conditions, and/or responsibilities of this IA.

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- D. IA termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this IA 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.
- G. In the event of changes in law that affect provisions of this IA, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this IA are severable and in the event that changes in law render provisions of the IA void, the unaffected provisions and obligations of this IA will remain in full force and effect.
- H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, of this IA:
- 1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements for participation in DMC-ODS, the DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, of this IA for cause.
 - 2) All obligations to provide covered services under this IA will automatically terminate on the effective date of any termination of this IA. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the IA.

Contractor shall remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.
 - 3) In the event this IA is nullified, cancelled, or terminated, the Contractor shall refer DMC beneficiaries to providers who are enrolled to provide DMC State Plan services.
- I. In the event this IA is nullified, cancelled, or terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of

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this IA to DHCS, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. 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 Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the IA would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the IA.
 - 2) An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this IA.

4. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this IA shall not be applied to the positions funded, in whole or part, by this IA.

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- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this IA.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this IA shall not restrict travel funded, in whole or part, by this IA.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this IA shall not restrict or limit purchases funded, in whole or part, by this IA.

5. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either parties. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

6. Identification of Contractor versus Subrecipient

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.