



Gavin Newsom, Governor
State of California
Health and Human Services Agency
DEPARTMENT OF MANAGED HEALTH CARE
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Chief Medical Officer Job Announcement

The Department of Managed Health Care (DMHC) is seeking a dynamic, creative, collaborative and consumer-oriented physician and clinical quality leader to serve as the DMHC Chief Medical Officer (CMO) as a contracted consultant. The CMO will advise the DMHC Director and the DMHC programs on clinical matters and provider network adequacy issues. The CMO will also advise the DMHC on how to drive continuous improvement in clinical outcomes for health plan enrollees and will coordinate with other state and health plan medical directors, as needed.

Interested candidates should submit a Statement of Qualifications, resume or curriculum vitae, and three letters of reference to Director@dmhc.ca.gov by March 1, 2019. The Statement of Qualifications must respond to the following questions:

1. How does your experience and qualifications align with the responsibilities of this position?
2. Please describe your experience making policy decisions in the private and/or government settings.
3. How do you propose to accomplish the tasks outlined in the Scope of Work?
4. How would you approach being successful in this position?

Your proposal should outline your proposed hourly rate. Attached for your reference is Exhibit A, Scope of Work and Exhibit B, Special Terms and Conditions for the proposed contract. If you have questions regarding the position or contents of this message, please contact Natalie Herrera at Natalie.Herrera@dmhc.ca.gov.

EXHIBIT A SCOPE OF WORK

1. BACKGROUND

The Department of Managed Health Care's (DMHC) mission is to protect consumers' health care rights and ensure a stable health care delivery system. The DMHC accomplishes its mission by ensuring the health care system works for consumers. The Department protects the health care rights of more than 26 million Californians by regulating health care service plans, assisting consumers through a consumer Help Center, educating consumers on their rights and responsibilities and preserving the financial stability of the managed health care system.

With the number of grievances and Independent Medical Reviews (IMRs) received by the DMHC trending upward, the need for ongoing clinical, network, and analytics consultation has arisen, and is critical and extremely time sensitive. The DMHC is seeking to employ a Chief Medical Officer (CMO) to assist with ensuring health plan compliance with statutory and regulatory requirements, to drive improvement in clinical outcomes for health plan enrollees, and to improve the DMHC's effectiveness.

2. OVERVIEW

Under the leadership of the Director and Chief Deputy Director, the incumbent acts as the DMHC's CMO, serving as the chief consultant on clinical and provider network adequacy issues and advising on clinical integrity in DMHC programs, contracts and activities. The CMO will advise the DMHC on how to drive continuous quality improvement in clinical outcomes for health plan enrollees and assist the DMHC in setting policies related to clinical care.

The CMO oversees DMHC's clinical quality improvement programs and provides consulting for DMHC clinical contracts including Independent Medical Review, Medical Expertise, medical surveys, enforcement expert witness and claims examinations.

The CMO serves as the DMHC's chief consultant on clinical matters and provides clinical technical assistance on proposed legislation and regulatory actions. The CMO also coordinates with CMOs and clinical staff at health plans to resolve disputes on behalf of consumers and with California Health and Human Services Agency (CHHS)/State of California/Federal government and agencies on matters of mutual impact or concern. Additionally, the CMO comments on draft federal regulations, as needed.

Actions of the CMO have a direct impact on the reputation, confidence and effectiveness of the operations of the DMHC statewide. The CMO is positioned to

provide information, advice and support on a regional and statewide basis regarding value creation, delivery system reform, quality and network management. Because of this, the CMO will develop, plan and advise on implementation of policies that advance and improve the health of Californians and strengthen the health care delivery system.

3. **LOCATION AND HOURS**

The Contractor's tasks may be performed at the DMHC or offsite at the Contractor's business location. Initially, the Contractor is expected to be onsite to familiarize him/herself with DMHC operations, DMHC staff, and to physically attend key meetings regularly. These include, but are not limited to, weekly Deputy Director meetings and monthly Program Manager meetings. Meetings may be held at the DMHC headquarters located at 980 9th Street, Sacramento, CA 95814 or at 1 FTB Court, Sacramento, CA 95827, but may be held at other venues, as needed. The tasks shall require a work week of up to twenty (20) hours, unless otherwise specified. As the contract evolves, the Contractor may work remotely from the Contractor's business location.

4. **CONTRACT TERM**

The term of this contract shall be Upon Approval through June 30, 2021.

5. **CONTRACT MANAGERS**

The Contract Managers during the term of this contract will be:

Department of Managed Health Care	Contractor Name:
Division/Unit: Office of the Director	Division/Unit:
Name: Marta Green	Name:
Address: 980 9 th Street, Suite 500 Sacramento, CA 95814	Address:
Phone: (916) 327-0098	Phone:
Fax: (916) 322-2579	Fax:
E-mail: Marta.Green@dmhc.ca.gov	E-mail:

The parties may change their Contract Manager upon providing ten (10) days written notice to the other party. Said changes shall not require an amendment to this contract.

6. **ADMINISTRATIVE REQUIREMENTS**

The Contractor agrees to complete the Administrative Requirements outlined in Exhibit B – Special Terms and Conditions, Section 9 a), b), c), and d). The

Contractor agrees to abide by the terms and conditions outlined in both Exhibit B – Special Terms and Conditions and Exhibit C – General Terms and Conditions.

7. **MINIMUM QUALIFICATIONS**

The Contractor must be a licensed medical doctor in the State of California and have a minimum of three years' experience interacting with health plans and/or provider groups.

8. **TASKS TO BE PERFORMED**

This is a time and materials contract and payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Under the direction of the Director and Chief Deputy Director, the Contractor will perform the following tasks:

- a. Advise the Director on clinical matters, serve as the DMHC's chief clinical consultant on medical matters, provide clinical technical assistance on proposed legislation and regulatory actions, coordinate with CMOs and clinical staff at CHHS/State of California/Federal governments and agencies on matters of mutual impact or concern, and provide clinical comments to draft federal regulations.
- b. Provide leadership and expert analysis, evaluation and recommendations on the design, methodologies and findings of research studies and program evaluation papers. Represent the DMHC in symposia and conferences on managed care policies and quality improvement issues, as requested.
- c. Act as a clinical advisor to the DMHC's divisions, including but not limited to, the Help Center, Office of Enforcement, Office of Financial Review, Office of Legal Services, Office of Plan Monitoring and Office of Plan Licensing on matters that have complex clinical components, including but not limited to, licensing filings, claims audits, financial exams, medical surveys, network adequacy, enforcement cases, clinically complex consumer complaints, implementation of DMHC's Independent Medical Review process and litigation.
- d. Provide clinical consultation on DMHC contracts, as needed, including expert analysis and input into development of contract language.
- e. Provide clinical input and guidance in the implementation and improvement of the DMHC Strategic Plan, ensuring sound medical practices are reflected in DMHC's goals, objectives, strategies and core values.

- f. Advise the Director on how the DMHC can drive continuous quality improvement to improve enrollee health outcomes.
- g. Oversee and coordinate Department involvement with statewide initiatives (e.g., Let's Get Healthy California, Smart Care California and the California Pharmaceutical Collaborative).
- h. Act as the departmental medical liaison maintaining working relationships with external stakeholders such as health plans, medical groups and organizations, advisory committees, hospitals and integrated health care systems, health condition organizations, professional societies, and consumer advocacy groups.
- i. Participate as a member of the DMHC management team by taking an active role in implementing DMHC's strategic plan goals and objectives. The CMO acts on requests from the Director and Chief Deputy Director to develop special programs and provide program briefings.

9. **DELIVERABLES**

- a. The Contractor understands that all recommendations and contract deliverables must comply with the Knox Keene Health Care Service Plan Act of 1975, as amended, and the California Code of Regulations Title 28, Division 1, Chapter 1 (sections 1300.41-1300.826), as amended, as well as all other laws by which DMHC is regulated.
- b. The contract deliverables will be identified jointly by the Director and the Chief Deputy Director with agreement by the Contractor on deliverable dates.
- c. The Contractor shall provide all deliverables within the timeframe specified and required by the State.
- d. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the State.
- e. The Contractor understands that any State-requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which the State provided its feedback, unless a different timeframe is required and specified by the State.
- f. In the event the State requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the State, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the State.

**EXHIBIT B
SPECIAL TERMS AND
CONDITIONS**

1. RESOLUTION OF DISPUTES

Notwithstanding the General Terms and Conditions (Exhibit C), and in compliance with Public Contract Code 10381, DMHC adds:

The Contractor should first discuss the problem informally with the Department of Managed Health Care (DMHC) Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the DMHC program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The program Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The program Section Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the program Section Chief's decision, the Contractor may appeal to the next level.

The Contractor must prepare a letter indicating why the program Section Chief's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents along with a copy of the program Section Chief's response. This letter shall be sent to the DMHC Deputy Director or designee in which the Section is organized within ten (10) working days from receipt of the program Section Chief's decision. The Deputy Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement that should be paid to the Contractor shall be subject to the disputes process under this section. (Public Contract Code (PCC) Sections 10240.5, 10381, 22200, et seq.)

2. RIGHTS IN DATA

The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so, on its behalf. If any Deliverable Work set forth in the Scope of Work is copyrightable, the Contractor, through this Agreement transfers ownership of that copyright to the State, and the State may, as an illustration but not a limitation, reproduce, publish, and use such work, or any part thereof, and authorize others to do so (40 CFR 31.34, 31.36). The State grants the Contractor a royalty-free, nonexclusive,

nontransferable, irrevocable license to reproduce, publish and prepare derivative works of the copyrightable work, for noncommercial research and noncommercial educational purposes.

Any material that does not conform to the requirements of this Agreement may be rejected by the State at its discretion. Notice of such a rejection shall be given to the Contractor by the State within ten (10) days of receipt of the materials, and final payment shall not be made for such material until substantial compliance has been obtained within the time and manner determined by the State.

3. CONTRACTOR'S RIGHTS AND OBLIGATIONS

Public Contract Code Sections 10335-10381 contain language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code.

As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.

4. CONTRACTOR EVALUATION

The Contractor's performance under this Agreement shall be evaluated within sixty (60) days after completion. For this purpose a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)

5. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a contractor located within the state of California, a business license from the city/county in which you are headquartered is necessary and must be submitted, upon DMHC request. However, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted, upon DMHC request. If you are a contractor outside the state of California, you will need to submit, upon request, a copy of your business license

or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license expires at any time during the term of this Agreement, the Contractor agrees to provide the State with a copy of the renewed license within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

6. INSURANCE REQUIREMENTS

When the Contractor submits a signed agreement to the State, if DMHC requests, the Contractor shall furnish a certificate of insurance, stating that there is liability insurance presently in effect of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.

The Certificate of Insurance will include provisions a, b, and c in their entirety:

- a. The insurer will not cancel insured's coverage without 30 days prior written notice to the state.
- b. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as operations under this Agreement are concerned.
- c. The State will not be responsible for any premiums or assessments on the policy. The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to 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. New certificates or insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

The State will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance.

Automobile Liability

The Contractor shall maintain commercial auto liability insurance with limits not less than

\$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, an MCS-90 endorsement is required.

Commercial General Liability

The Contractor, along with any of its subcontractors engaged to perform work pursuant to this Agreement, shall maintain Commercial Liability insurance with limits of at least \$2,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon the preparation of the project work documents and ending 5 years following substantial completion.

Workers' Compensation

The Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and the Contractor agrees to comply with such provisions before commencing performance of the work of this Agreement.

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

7. TERMINATION WITHOUT CAUSE

Notwithstanding GTC termination clause, DMHC adds the following:

The DMHC may terminate this Agreement for any or no reason whatsoever, upon giving the Contractor thirty (30) calendar days prior written notice.

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- a. Stop work on the date specified in the notice;
- b. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- c. Terminate all orders and subcontracts;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- e. Deliver or make available to the DMHC all data, drawings, specifications, reports, estimates, summaries, and such other information and material as

may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

8. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

By signing this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9. ADMINISTRATIVE REQUIREMENTS

The following administrative requirements must be completed before performing services under this Agreement. The Contractor is responsible for any costs or expenses, including time, for completing these items.

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a. Background Investigation

Due to the nature of the services to be performed, the DMHC requires a thorough background investigation of the Contractor, its agents, subcontractors and individual employees who will have access to medical information as part of their duties under this Agreement; and reserves the right to disapprove any individual from performing under the scope of this Agreement. This background investigation includes fingerprinting and a California Department of Justice criminal record check. Each Contractor, agent, subcontractor and individual employee who is to perform services under this Agreement must voluntarily consent to a background investigation. Fingerprint rolling fees and background investigation costs will be borne by the Contractor, payable at time of fingerprinting. Previous clearances and/or investigations conducted by other agencies will not be accepted as an alternative to the DMHC's background investigation. It is the Contractor's responsibility to notify the DMHC when an employee working under this Agreement is either terminated, not hired or reassigned to other work.

Per Government Code Section 1041, pre-employment background investigations shall be required of contract employees whose duties include or would include access to medical information. The pre-employment background investigation will consist of fingerprinting and an inquiry to the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). Investigations are conducted to ascertain whether a contract employee has any state or federal convictions, or is currently released from custody on bail or on their own recognizance pending trial, of a crime of "moral turpitude".

b. Annual Information Security Awareness and Privacy Training

California state policy requires that the DMHC must provide for the proper use and protection of its information assets and arrange for basic security and privacy awareness training (SAM Sections 5305.1; 5320.1; 5320.2, SIMM 5330-B) for **new users and annually** thereafter. Therefore, DMHC contractors (including subcontractors) who access state resources must complete the designated DMHC online annual Information Security Awareness and Privacy Training prior to accessing DMHC information assets and/or beginning work on a contract. The DMHC Information Security Officer will set up your training account. While the training course is free-of-charge, any expenses, including Contractor time, related to new and/or annual Information Security Awareness and Privacy Training will be the responsibility of the Contractor. Active contractors/subcontractors must provide a list of their employees' names and email addresses annually to the DMHC Information Security Officer to administer this online annual Information Security Awareness and Privacy Training.

c. Statement of Economic Interests (Form 700)

The California Political Reform Act requires individuals holding positions designated within an agency's conflict of interest code to file an annual Statement of Economic Interests (Form 700). The DMHC's conflict of interest code designates "Consultants" among the positions that must file a Form 700. Your employees or independent contractors, working on the above named contract, have been designated as such consultants and are required to file an original Form 700 with the DMHC. (See Government Code Sections 82019 and 87302.)

Additionally, the Government Code requires all officials, employees and contracted consultants designated to file a Form 700, to also complete an Ethics Certification when first assuming a designated position and then every odd numbered year thereafter. In some cases, this means that consultants may be required to complete the Ethics Certification two years in a row if they assumed their designated position during an even numbered year. (See Government Code Sections 11146 through 11146.4.)

d. Conflict of Interest

No Contractor shall participate in the making of, or in any way attempt to influence, a decision in which the Contractor knows, or has reason to know, that it has a financial interest. The Contractor shall notify the DMHC Contract Manager immediately in writing if the Contractor has a potential, or actual, conflict of interest relating to this Agreement.

The Contractor shall abide by the provisions of Government Code Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations, Title 2, Section 18700 et seq., and the DMHC Incompatible Activities Policy.

Each of the Contractor's employees assigned to the DMHC project shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement.

The Contractor shall have a continuing duty to disclose to the DMHC, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the DMHC timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

10. PROHIBITION OF FOLLOW-ON CONTRACTS

No Contractor or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. (PCC 10365.5)

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. Although the State shall have no obligation to pay any moneys directly to any subcontractor, the Contractor is encouraged to make timely payment to its subcontractors under all applicable State laws, rules and regulations.

12. APPROVAL OF SUBCONTRACTS

The Contractor shall adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with Public Contract Code Section (PCC) 4100. Any and all subcontractors must be approved by the DMHC Contract Manager. Subcontractor substitutions also shall be in accordance with

the above and shall require the approval of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

13. SUBSTITUTION OF SUBCONTRACTORS/STAFFING

Upon Agreement award, the Contractor must use the subcontractors and/or suppliers which they proposed in their bid submittal to the State unless a substitution is requested in writing for approval by the State's Contract Manager. The request for substitution may not be used as an excuse for non-compliance with any other provision of State or federal law including, but not limited to subletting and subcontracting.

14. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- Acts of God or of the public enemy, and
- Acts of the federal or State government in either its sovereign or contractual capacity

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

15. WAIVER OF RIGHTS

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

16. AMENDMENTS

The DMHC reserves the right to extend the Agreement for an additional one year term at the same rates and maximum dollar amount per year as the original Agreement.

The DMHC also reserves the right to amend this Agreement for up to an additional year and/or to increase funding for additional chief medical officer consulting services. Should the DMHC amend this Agreement to extend the term, the proposed rates or prices shall remain the same. All terms and conditions shall remain the same, unless changes are mutually agreed upon by the Contractor and the DMHC and incorporated into the amendment. All agreement amendments are subject to satisfactory performance and funding

availability. Agreement amendments will not take effect until the Contractor has received a copy of the final contract document that has been signed by the DMHC Contract Officer or designee.