

EXHIBIT "B"

SHERIFF'S OFFICE DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the Tehama County Sheriff's Office:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key task, deliverables, and target time frames.	8/15/2024	\$334.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days before release and upon release, the county's readiness to provide pre-release services, and billing and claiming for such services. Gaps in readiness and recommendations to close the gaps will be provided in a report. This information will guide the development of the mandatory implementation plan and budget. Cost includes 3-day site visit and travel.	TBD based on extension date	\$115,681.00
3.	Eight Training Modules	HMA will deliver eight trainings for Sheriff's Office staff, including the Medi-Cal Transformation PATH 3 initiative, reentry services, and billing and claiming.		\$10,874.00
4.	Shared, Web-Based Site for Resource Management	HMA will develop and maintain or support a web-based site to share resources with the Sheriff's Office easily.		\$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Medi-Cal Transformation PATH 3 policy and procedure manual		\$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claims		\$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gap Analysis

8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services	TBD based on extension date	\$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Sheriff's Office to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		\$188,455.00
10	Process and Templates	HMA will work closely with key stakeholders to establish processes and templates to collect and monitor required data, report on DHCS required measures, and implement corrective action plan processes to address operational challenges, if necessary		\$26,790.00
11	Continuous Quality Improvement Training and Recommendations	HMA will train Sheriff's Office staff and contractors on continuous quality improvement techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program		\$21,925.00
12	Review of Healthcare Contract and Recommendations	HMA will review the contract with your healthcare vendor and ensure it aligns with the MEDI-CAL TRANSFORMATION JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		\$21,925.00
13	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre-release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Sheriff's Office the flexibility to change assumptions and review corresponding results.		\$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Sheriff Dpt.		\$12,500

PROBATION DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the Tehama County Probation Department:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key tasks, deliverables, and target time frames.	15 days after contract execution	\$333.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days prior to release and upon release, the county's readiness to provide pre-release services, and ensure billing and claiming for such services. Gaps in readiness and recommendations or closing the gaps will be provided in a report. From this, HMA will lead the Probation's Department in creating the budget and implementation plan design to be submitted to DHCS.	TBD – Based on Extension of IP Due Date	\$110,681.00
3.	8 Training Modules	HMA will deliver 8 trainings for Probation's Department staff, including topics such as the Cal Aim PATH 3 initiative, reentry services, MAT in carceral settings, and billing and claiming.		\$10,874.00
4.	Development of a shared, web-based site for resource management	HMA will maintain or support a web-based site to easily share resources with the Probation's Department.		\$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Cal AIM PATH 3 Policy and Procedure Manual		\$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claiming.		\$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gaps Analysis
8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services		\$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Probation Department to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		\$171,530.00

10.	Process and templates for the established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.	HMA will work closely with key stakeholders to establish processes and templates to collect required data and implement corrective action plans if necessary.	\$26,790.00
11.	Continuous Quality Improvement Training and Recommendations	HMA will train the Probation Department staff and contractors on continuous quality improvement (CQI) techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program.	\$21,925.00
12.	Provide recommendations regarding the delivery of healthcare services and associated agreements to align with CalAIM requirements	HMA will review the contract with your healthcare vendor and ensure it aligns with the CAL AIM JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.	\$21,925.00
13.	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre- release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Probation Office the flexibility to change assumptions and review corresponding results.	\$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Probation Dpt.	\$12,261

STAFFING

John Volpe will serve as the project director and Tara Kelly will serve as project manager. Both will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the Tehama County Agencies. Julie White, Daniel Dean, Rebekah Kharrazi, Christina Kadelski, and Jessica Perillo will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals working on this project and an overview of HMA are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on June 1, 2024, and shall continue in effect until September 30, 2026, unless terminated earlier by either party giving the other party thirty (30) days' written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate

HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

PROJECT FEES

The services described above will be provided on a time-and-materials basis for a total of \$975,000. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. Project fees will not be incurred beyond the ascribed amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	HMA 2024 Professional Hourly Rates	2024 Travel Time Rates
Principal Actuarial	\$495	N/A
Physician Principal	\$470	\$293
Managing Director	\$410	\$255
Managing Principal	\$410	\$255
Principal	\$400	\$250
Associate Principal	\$360	\$225
Senior Consultant	\$315	\$203
Consultant Actuary	\$280	N/A
Consultant 1	\$240	N/A
Consultant/ Associate	\$210	\$140
Research Associate	\$165	\$108
Project Manager	\$135	\$85
Clerical and Admin	\$120	\$60

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure that your interests are protected.

Both parties acknowledge that, while performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party is obligated to confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and conditions will constitute the entire agreement between HMA and Tehama County related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.