

HEALTH MANAGEMENT ASSOCIATES

Proposal to Provide
Feasibility and Fiscal Evaluation Services for a Municipal Public
Health Agency

Presented to:
City of Santa Ana, Community Development Agency

RFP No. 21-054

May 13, 2021

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1. Cover Letter

May 13, 2021

Steven Mendoza
Assistant City Manager/Executive Director, Community Development
City of Santa Ana – City Manager's Office
20 Civic Center Plaza
Santa Ana, CA 92701

Dear Mr. Mendoza:

Health Management Associates, Inc. (HMA) is pleased to submit our proposal to the City of Santa Ana, Community Development Agency to provide **Feasibility and Fiscal Evaluation Services for a Municipal Public Health Agency** in response to **RFP No. 21-054**.

HMA's team is uniquely positioned to successfully complete this project given our team members' extensive understanding and work in public health systems and our knowledge and experience working in Orange County and Santa Ana to improve health outcomes for its residents. Christina Altmayer, who has worked directly in Orange County as the former executive director of First 5 Orange County and former strategic consultant to the Santa Ana Building Healthy Communities initiative of the California Endowment, will lead our team. We will ground our public health analysis in the experience of three senior members of our team, Jonathan Freedman and Michelle Parra, who held previous leadership positions in county public health departments, and Helen DuPlessis, MD, MPH, who has a broad background in public health, school health, health services research, and the California safety net.

We are committed to providing the City of Santa Ana with an independent, critical review of the challenges and values associated with creating a municipal public health department and engaging City leadership in strategic discussions of the benefits and challenges of various options, resulting in an informed, responsive decision.

HMA is a "C" Corporation. Please contact proposals@healthmanagement.com if you have any questions regarding this response. For contracting matters, please contact our contracts director, Jeff DeVries, at 517-482-9236 or contracts@healthmanagement.com. As chief administrative officer, I am authorized to bind HMA contractually with this bid.

We are excited about the prospect of working with the City of Santa Ana and are confident HMA will provide exemplary service on this project. Thank you for the opportunity to bid on this very important work. We look forward to your decision.

Sincerely,



Kelly Johnson
Chief Administrative Officer

2. Agreement Statement

Health Management Associates, Inc. is in concurrence with any and all provisions as contained in Exhibit 1 – Standard Agreement of RFP No. 21-054.

3. Firm and Team Experience

ii. General Description of Firm

Health Management Associates, Inc. (HMA) is an independent, national research and consulting firm. Founded in 1985, HMA provides technical and analytical services with a focus on advancing the administration and delivery of public health care and social services programs. HMA currently employs 309 total staff, of which more than 230 are consultants who provide services to clients. We have 22 office locations in 16 states and Washington, DC, and we have worked in all 50 states. In the key staff section below, we present five employees who will work directly on this project; they will be supported by a research associate to be assigned once the project begins.

HMA is a private, for-profit “C” corporation, incorporated in the State of Michigan in good standing and legally doing business as Health Management Associates, Inc.

Dedicated to serving populations who depend on publicly funded services, we provide policymakers, providers, health plans, foundations, and community-based organizations with strategic guidance, technical assistance, data analysis, research and evaluation, policy development, decision support, and implementation services.

Through the years, HMA has distinguished itself from other consulting companies by our decades-long tradition of hiring senior-level policymakers, such as former state Medicaid directors, mental health commissioners, budget officers, insurance directors, policy advisors, governors and other elected officials, and former senior officers from key federal agencies, as a complement to our many clinicians, hospital and health system leaders, and Medicaid managed care executives. Our staff members have backgrounds in health policy and program administration, project management and support, managed care, clinical and social services, health information systems, health economics, health care finance and reimbursement, pharmacy benefit design and management, and data analysis and evaluation.

iii. Project Manager

Christina Altmayer will serve as the project manager and as the primary point of contact between the HMA team and the City. Ms. Altmayer brings more than 20 years of consulting project management experience, including multiple projects in Santa Ana and with the Orange County community. She worked extensively on multiple projects with the County, philanthropic partners, and community agencies and was the former executive director of the Children and Families Commission of Orange County (renamed to First 5 Orange County) from 2012 through 2016. As a consultant, she provided technical assistance to the community planning team to support the launch of the Santa Ana Building Healthy Communities initiative of the California Endowment. She also worked closely with diverse community leaders to successfully capture input and engage diverse representatives throughout the strategic planning process.

In addition to serving as the project manager, Ms. Altmayer will directly oversee the community needs assessment and fiscal modeling analysis of the scope of work. She may be contacted at caltmayer@healthmanagement.com or 213-314-9104.






iv. Resumes for Key Staff

Our proposed team members are presented in Figure 1. Brief overviews of the qualifications and experience of our proposed staff are included in Figure 2 and the resumes that follow. All proposed personnel will be available for the full duration of the project.

Our key project leaders will work directly on this project and lead specific work streams. A research associate, who will provide project support, will be assigned once the project begins. A resume for the assigned individual will be provided at that time.

FIGURE 1: HMA'S PROPOSED PERSONNEL

HMA TEAM

		
Christina Altmayer, MPA <i>Principal</i>	Jonathan Freedman, MSPH <i>Vice President</i>	Helen DuPlessis, MD, MPH <i>Principal</i>
Project role: Project Manager, Community Health and Statutory/Regulatory Lead	Project role: Technical Advisor	Project role: Technical Advisor
		
Michelle Parra, PhD <i>Principal</i>	Michael Butler, MA <i>Senior Associate</i>	
Project role: Lead, Municipal Comparative Analysis	Project role: Lead, County Service Analysis	

Our team members' qualifications are summarized in Figure 2 below.

FIGURE 2: QUALIFICATIONS OF THE HMA TEAM

Team Member	Understanding of Santa Ana, Orange County, and California Environment	Public Health Experience	Fiscal and Cost Analysis Experience
Christina Altmayer, MPA Project Manager	✓	✓	✓
Jonathan Freedman, MSPH Technical Advisor	✓	✓	✓
Helen DuPlessis, MD, MPH Technical Advisor	✓	✓	
Michelle Parra, PhD Lead, Municipal Comparative Analysis	✓	✓	
Michael Butler, MA Lead, County Service Analysis	✓	✓	✓

Christina Altmayer, MPA | HMA Principal

Project role: Project Manager, Community Health and Statutory/Regulatory Lead

Christina Altmayer is a senior executive with vast experience and success leading public agencies dedicated to early childhood. Her work has focused on policy and system changes to better serve the needs of children in both the health care and early education spaces.

She joins HMA after leading high-impact efforts to implement and expand maternal and pediatric early intervention services as the senior vice president of the Center for Children and Family Impact for First 5 LA. In this capacity, she oversaw more than \$90 million in programmatic investments focused on family supports, community engagement, early care and education, and health systems with a focus on policy and systems change. She developed First 5 LA's 2020–2028 strategic plan and pioneered innovative financing strategies to sustain priority maternal and child interventions, including partnerships with Medi-Cal managed care organizations.

Previously, Ms. Altmayer served as executive director of First 5 Orange County where she led the organization through a comprehensive strategic planning and implementation process and oversaw an annual program portfolio of \$35 million. She led several high-impact efforts, including initiatives related to developmental screening and early intervention, kindergarten readiness, and oral health and innovative financing strategies to sustain important services for children and families. She worked closely with CalOptima, Children's Hospital of Orange County, and community organizations to implement innovative financing strategies to support early childhood investments.

A seasoned consultant, she helmed her own management consulting organization helping nonprofit, public, and private organizations with long-term financial planning, strategy development, program design and implementation, performance management, and evaluation. She launched her career in consulting at Ernst & Young, serving as a senior manager supporting public and private clients. During her consulting tenure, she authored multiple articles on performance-based management and was a frequent instructor and presenter on this topic.

Ms. Altmayer earned a bachelor's degree in government and politics and a master's degree in public administration from St. John's University in New York.

Jonathan Freedman, MSPH | HMA Vice President

Project role: Technical Advisor

Jonathan Freedman works with plans, providers, associations, and governmental and non-governmental entities in the areas of public health, safety-net health care, and public policy. His work focuses on strategic planning, public health improvement and transformation, and the health care safety net. He is regularly sought after for complex strategic and operational planning situations.

Mr. Freedman held a variety of management and leadership roles for more than 25 years with the County of Los Angeles, including chief deputy director of the Los Angeles County Department of Public Health (DPH). While at DPH, Mr. Freedman was directly responsible for more than 4,000 employees and a \$900 million budget encompassing the County's delivery of core public health services, including surveillance and assessment, communicable disease control, clinical public health services, maternal and child health, environmental health, and numerous other programs.

Mr. Freedman also served as the chief of strategy at L.A. Care Health Plan, the largest publicly operated health plan in the nation. He led L.A. Care's entry into the commercial market with the launch of L.A. Care Covered on the California health insurance marketplace, Covered California. He was also intimately involved with L.A. Care's substantial growth related to the Medicaid expansion and a dual demonstration known as CalMediConnect.

Mr. Freedman has led many high-profile initiatives, including the public health response to the 1994 Northridge earthquake; Los Angeles County's Master Tobacco Settlement negotiation; solutions to funding crises in the Los Angeles County safety net; and the 2010 H1N1 influenza response.

He has also led many special projects on behalf of the Los Angeles County Board of Supervisors and chief executive officer, including negotiating the County's interests in California Medicaid Waivers; developing revenue and tax options for local government; drafting workers' compensation and pension reform legislation; developing a successful partnership between the Los Angeles and the University of California to re-open the MLK Hospital in South Los Angeles; and negotiating state-county fiscal and program realignment.

He has received outstanding leadership awards from the California State Association of Counties and Los Angeles County. He is a lecturer at the University of California, Los Angeles Fielding School of Public Health, and a contributor to three books on public health practice—*Public Health Leadership* (Routledge Press, 2017), *Public Health Practice: What Works* (Oxford Press, 2012), and *Global Biosecurity: Threats and Responses* (Routledge Press, 2010).

Mr. Freedman earned degrees in political science and public health from the University of California, Los Angeles.

Helen Duplessis, MD, MPH | HMA Principal **Project role: Technical Advisor**

Helen DuPlessis is an accomplished physician executive who brings wide-ranging leadership experience and an array of knowledge about public sector health programs to HMA. Her expertise includes involvement in health care administration for a variety of organizations as well as in program and policy development, practice transformation, public health, maternal and child health policy, community systems development, performance improvement, and managed care.

Prior to joining HMA, Dr. DuPlessis served as CMO of St. John's Well Child and Family Center where she provided executive management for integrated medical, behavioral, dental, and pharmacy services in a large network of federally qualified health centers. She built and upgraded key elements of the organizational infrastructure and clinical services, including strategic business expansion; patient-centered medical home certification; electronic health records implementation; clinical workforce recruitment, training, and development; and performance improvement.

Other notable professional experiences include her work as senior advisor to the University of California, Los Angeles Center for Healthier Children, Families and Communities where she provided leadership, research, program development support, counsel, and representation to local, state, and national efforts, and community-level systems transformation. She trained and mentored students in various disciplines and educational levels.

Dr. DuPlessis previously served as CMO at L.A. Care during the initial rollout of Medi-Cal managed care in California. She served as director of student medical services for the Los Angeles Unified School District.

She has also served as an advocate of community capacity-building, staff, and professional development drawing on her understanding and implementation of innovative and effective health programs and performance improvement activities.

Dr. DuPlessis earned her medical degree from the University of California, San Francisco, her master's in public health from the University of California, Los Angeles, and her bachelor's degree from the University of Southern California.

Michelle Parra, PhD | HMA Principal
Project role: Lead, Municipal Comparative Analysis

Michelle Parra is a dedicated and experienced researcher with a diverse background in the field of public health, health protection across the lifespan, and child and adolescent mental health. She also has expertise in the area of health policy and government-funded programs for disease and risk prevention.

As an evidence-based and prevention researcher, Dr. Parra also holds the title of adjunct associate professor within the University of Southern California School of Social Work where she has taught courses on research methods, the science of social work, and evaluation practice for the past 13 years.

Before joining HMA, Dr. Parra served as director of the Vaccine Preventable Disease Control Program for the Los Angeles County Department of Public Health where she led planning, outbreak control efforts, training, intervention and evaluation programs, and services to increase immunization coverage and reduce vaccine-preventable diseases throughout Los Angeles County.

She also previously served as the director of Los Angeles County's Department of Public Health Injury and Violence Prevention Program where she oversaw local data collection from various partners for a national violent death reporting system, analyzed projects, and administered grants to reduce intentional and unintentional injury. She also developed evidence-based recommendations for violence prevention programs and collaborated with community-based organizations, policymakers, and partners to reduce injury morbidity and mortality in Los Angeles County.

Dr. Parra has spent 25 years working in research settings with a variety of populations, including adolescents with anxiety and depressive disorders, adolescent girls in juvenile detention, children experiencing abuse and neglect, LGBTQ populations, chronically mentally ill outpatients, as well as individuals at risk for sexually transmitted diseases including HIV infection. She has extensive experience running large-scale, National Institutes of Health-funded multisite projects, as well as expertise in secondary data analysis of large datasets and training and using standardized psychological assessments.

Dr. Parra earned her doctorate and master's degrees from the University of California, Los Angeles, in psychological studies in education where she also received a bachelor's degree in Italian language and literature and political science.

Michael Butler, MA | HMA Senior Associate
Project role: Lead, County Service Analysis

During his career, Michael Butler has directed hundreds of program evaluations, strategic planning, organizational development, and technical assistance projects in a wide array of areas, including public education, college and career readiness, community health and wellness services, and workforce development. His work is centered on accelerating equity and demonstrating measurable impact in the social sector.

Mr. Butler comes to HMA from NPO Solutions, where he worked with decision-makers at the local, state, and national levels to enhance accountability, measure effectiveness, disseminate best practices, and implement research-based strategies for continuous improvement. His work spanned a variety of sectors, including public education, workforce development, and intervention support programs for youth and families. Increasingly, he is working in health equity and increasing access to physical, mental, and oral health as well as the social determinants of health as "upstream" factors affecting individual and community outcomes.

At NPO Solutions, he worked to embed program evaluation and key performance indicator metrics into the firm's strategic planning model. He is skilled at guiding organizations in developing systems for measurement, accountability, and continuous improvement. In addition, he provided professional development and coaching services focused on data-driven approaches to enhance service delivery and build collaborative evaluation culture into organizations.

He co-founded and served as vice president of Public Works, Inc., a nonprofit organization dedicated to utilizing data to improve the effectiveness of the public and nonprofit sectors. He also served as a consultant and researcher.

Mr. Butler earned his master's degree in political science from the University of California, Los Angeles, and an undergraduate degree from Occidental College. He was a research fellow at the RAND Corporation and is a graduate of the University of Southern California's executive program in social innovation through the Price School of Public Policy.

v. Experience in Providing Similar Services

Figure 3 below summarizes HMA's relevant project experience consistent with the proposed scope of work in providing similar services for recent clients. Following the table, detailed project descriptions are provided.

FIGURE 3: RELEVANCE OF SELECTED PROJECT EXPERIENCE

Recent Clients	Understanding of Santa Ana, Orange County, and California Environment	Community/ Public Health Assessment	Fiscal and Cost Analysis	Regulatory Analysis
First 5 Orange County	✓	✓		
Orange County Health Care Agency	✓	✓	✓	✓
Los Angeles County Department of Public Health	✓	✓	✓	✓
Clackamas County Public Health Division		✓		✓
Oregon Health Authority		✓	✓	✓
State of Mississippi		✓	✓	

Prenatal to Three Strategy Update Conditions of Children Report	
Agency	First 5 Orange County
Duration of Project	April 2021–March 2022 Annually since 2015
Budget	\$225,000 (two projects)
Link to Strategic Plan	https://www.ocgov.com/civicax/filebank/blobdload.aspx?BlobID=119236
Project Description	

HMA is currently supporting First 5 Orange County in reviewing and refining its strategy to support the youngest families in Orange County and improve outcomes for children prenatal to age three. The approach leverages its long-time investments in home visiting through the Bridges for Newborn networks and is focused on developing a sustainable and coordinated system of voluntary family supports for Orange County's youngest families. Currently, HMA is assisting in a landscape assessment focused on analyzing and summarizing data to present a picture of the needs and gaps in the current system. Future phases will include supporting First 5 Orange County in partnership cultivation and developing key indicators to monitor strategy implementation. This strategy development project involves the collaboration with multiple community partners and stakeholders. The prenatal to three strategy will guide the Commission's investments to strengthen family resiliency and improve families' access to prevention and early intervention services by diversifying and increasing the platforms for engagement with a specific focus on families living in targeted geographic communities.

Since 2015, HMA has been engaged by First 5 OC (formerly the Children and Families Commission of Orange County) to support development of the Annual Report on the Conditions of Children in Orange County. The Annual Report on the Conditions of Children in Orange County is co-sponsored with the County of Orange through the Orange County Children's Partnership. The Annual Report is a critical tool providing a countywide assessment and report of the present and emerging needs of children and their families. HMA's scope of work includes data collection, project management and report development. HMA has also assisted the County in planning and facilitating community convenings around the report findings in partnership with the County Board of Supervisor offices.

Technical Assistance – Mental Health Services

Agency	Orange County Health Care Agency
Duration of Project	September 2020–December 2020
Budget	\$202,000 (three projects)
Link to Strategic Plan	Not applicable

Project Description

Orange County Health Care Agency (OCHCA) engaged HMA to assist with the following three projects:

- Assist school-based mental health providers and ensure the sustainability of services during the COVID-19 pandemic. OCHCA requested HMA to provide technical support to mental health providers as they apply to register as Medi-Cal providers. HMA provided the following training and technical assistance:
 - training materials, policies and procedures, and workflows on the Medi-Cal provider registration process
 - training sessions for school-based mental health providers to provide an overview of the Medi-Cal provider registration process
- Assess dual eligibles (Medicare and Medicaid beneficiaries) in Orange County
- Analyze inpatient psychiatric services, assess how the pandemic has impacted operations, and identify opportunities for process improvement. Our analysis included how current processes may need to be further modified due to the COVID-19 pandemic, including supporting virtual visits, minimizing direct patient contact, and expanding telehealth visits and monitoring

Fiscal and Budget Support

Agency	Los Angeles County Department of Public Health
Duration of Project	October 2015-August 2016 and January 2019-July 2019
Budget	\$205,000 (two projects)
Link to Strategic Plan	Not applicable

Project Description

The Los Angeles County DPH engaged HMA for two finance and budget projects.

In 2015–2016, DPH asked HMA to identify revenue opportunities. This work included a comprehensive review of existing DPH revenues and funding streams, and HMA worked closely with DPH management to understand their mandated functions and contractual obligations as a local public health department. HMA pinpointed where DPH was missing revenue opportunities and provided recommendations on how best to capture the revenues.

In 2019, DPH engaged HMA to assist in an internal reform of accounting and budgeting across the agency's 30 plus programs and operating divisions. DPH sought this assistance based on a re-organization of the agency. This project entailed working closely with DPH finance staff to properly align expenditures, funding streams, and revenues across mandated, contractual, and discretionary programs. HMA provided DPH with tools to align budgeting, accounting, and revenue and expenditure reporting so that program managers have greater visibility into the finances and overall financial performance of specific programs.

Substance Abuse Prevention and Control Program Technical Assistance	
Client Organization	Los Angeles County Department of Public Health Substance Abuse Prevention and Control (SAPC)
Contract Amount	More than \$500,000
Contract Year	2017–present
Link to Strategic Plan	Not applicable
Detailed Description of Services Provided	
<p>Since 2017, HMA has been engaged by Substance Abuse Prevention and Control (SAPC) to assist them in analyzing and providing technical support to implement substance abuse service reforms. Specific projects include:</p> <ul style="list-style-type: none"> ■ Assessing state requirements and SAPC readiness to implement Drug Medi-Cal Organized Delivery System reforms ■ Reviewing and analyzing SAPC substance abuse prevention programming ■ Reviewing and analyzing SAPC provider contracting and identifying solutions to reduce barriers to increase provider supply ■ Assessing SAPC organization and recommendations for staffing and functional unit changes to improve performance and reduce compliance risks ■ Drafting internal policies and procedures ■ Assessing the operational and financial performance of the Antelope Valley Rehabilitation Center, a residential program operated by the County 	

Oral Health Program Support	
Agency	Los Angeles County Department of Public Health, Oral Health Program
Duration of Project	February 2018–March 2019
Budget	\$110,000
Link to Strategic Plan	http://publichealth.lacounty.gov/ohp/docs/LACDPH_COHIP.pdf
Project Description	
<p>The Oral Health Program (OHP) of the DPH hired NPO Solutions, now a division of HMA, to conduct a large-scale strategic planning process to develop a community oral health improvement plan (COHIP) to cover Los Angeles County’s approximately 10 million residents. OHP is a department dedicated to improving oral health by increasing dental health literacy, coordinating services, educating the public, promoting water fluoridation, and emphasizing oral health is an essential part of overall health.</p> <p>NPO Solutions conducted this strategic planning process to define the vision, mission, objectives, strategies, and action plans of the COHIP to address the region’s oral health priorities. The COHIP development process ultimately engaged more than 150 community stakeholders through semi-structured informant interviews, focus groups, working groups, and leadership committees. Participants’ backgrounds ranged from academic experts and low-income residents to leaders of community-based organizations and dental care providers. Over the year-long process, these community stakeholders created a COHIP with six key objectives (health literacy; access to care; coordination of care; workforce development; policy leadership; and transparency and accountability). Within each objective, the plan included action items to address collaboratively over the next five years by the dozens of organizations engaged during the process. The plan also included specific measurable outcomes to track its implementation over time and assess changes relative to baseline, cross-referenced by plan objectives.</p>	

Three-Year Strategic Plan	
Agency	Clackamas County Public Health Division
Duration of Project	March 2021–August 2021
Budget	\$50,000
Link to Strategic Plan	TBD; Plan in Development
Project Description	

HMA is currently assisting the Clackamas County Public Health Division (CCPHD) in developing a three-year strategic plan. Clackamas County is the third-largest county in the State of Oregon. CCPHD is focused on aligning strategic planning with public health modernization and health equity. Working with a core planning team from CCPHD and in conjunction with a larger Strategic Planning Committee, HMA is facilitating a revised vision, mission, and values to guide the planning process. HMA is developing a theory of change to align these with core programs and with desired measurable outcomes. To inform the process, we have engaged internal stakeholders in reviewing organizational strengths, areas for refinement, areas for de-emphasis, and opportunities for innovation. We are conducting an environmental scan of the community and of the larger public health ecosystem by holding informant interviews and focus groups with community leaders and partner agencies. These are intended to identify and elevate key trends and drivers, as well as identify community needs and priorities that should inform strategic planning and priorities. Through our interactions with CCPHD, HMA is promoting coherence and alignment of the plan within Clackamas County's health and human service ecosystem, as well as catalyzing collaborative problem-solving among key divisions and programmatic foci of the organization. The result will be a streamlined, prioritized strategic plan that lends itself to implementation and ongoing use by leaders, as well as a plan grounded within the current context, and impacts, of COVID-19, wildfires, and focus on racism as a public health crisis.

Insurance Billing Assessment	
Agency	Oregon Health Authority: Insurance Billing Assessment for HIV/STD Prevention and Care Services
Duration of Project	July 2020–present
Budget	\$418,000
Link to Strategic Plan	Not applicable
Project Description	

The Oregon Health Authority (OHA) engaged HMA to assist their Public Health Division in improving revenue recovery related to HIV and sexually transmitted infection (HIV/STI) prevention and care services provided by the state and local public health departments. OHA is interested in understanding and maximizing opportunities for public health agencies to bill insurance (including Medicaid, Medicare, commercial) for public health services that are covered services. HMA is currently working with OHA on into two major tasks: 1) Assessing the current state of insurance billing opportunities by reviewing relevant regulations and contracts and assessing the current state of insurance billing practices through surveying public health agencies that are providing HIV/STI services; and 2) Developing a training program and manual to teach public health agencies how to maximize insurance billing.

Integrated Disease Surveillance Requirements Analysis	
Agency	State of Mississippi, Department of Health
Duration of Project	October 2020–June 2021 (projected)
Budget	\$75,000
Link to Strategic Plan	TBD; Plan in Development
Project Description	

HMA is providing technical resources to support the State of Mississippi in procuring an integrated disease surveillance platform. This platform will support the State in fulfilling the responsibilities of the Offices of Communicable Diseases and the Offices of Health Data, Operations, and Research work to pinpoint the source of disease to prevent dangerous outbreaks. Specifically, HMA serves as the subject matter expert and is conducting the needs assessment and developing a comprehensive set of requirements to support the release of a request for proposals (RFP). HMA is assisting in defining all the RFP requirements that stipulate the required functionality for all targeted programs, including data collection, data management, data conversion and/or migration, case investigations, case management, contact tracing, and required integrations and interfaces. The platform will transition existing State resources into one integrated disease surveillance solution.

4. Proposed Work Plan

HMA's Understanding of Scope of Services

The COVID-19 pandemic and the resulting community response have elevated community and public awareness of the role of public health departments. COVID-19 has also increased expectations for public health departments to address persistent and significant disparities in health outcomes. COVID-19 has not only caused examination of public health at a broad level—California's public health spending per capita has remained relatively flat for the last 10 years,¹ but has also generated interest in reassessing existing models for public health delivery. In Santa Ana, the experience of COVID-19 has accelerated this interest. While Santa Ana represents approximately 10 percent of the County population, the percentage of positive COVID-19 cases has ranged from a high of almost one-quarter of the cases (August 2020) to approximately 17 percent of the cases in April 2021.²

Similar to many jurisdictions in California, the City of Santa Ana is evaluating whether the existing structure of public health delivery is meeting its residents' needs and is seeking proposals from qualified firms to provide a feasibility and fiscal evaluation of a municipal public health agency. Currently, all public health services for County residents, including Santa Ana, are provided through the Orange County.

California law stipulates that municipalities³ have responsibility for public health functions and that they may delegate this responsibility to counties. Due to the scope of responsibility and required infrastructure and related costs, most cities have opted to do this. The four notable exceptions in California are Long Beach, Pasadena, Vernon, and Berkeley.

We understand that the City is interested in comprehensively exploring the operational, fiscal, and policy implications of alternative models to public health delivery. HMA's proposed approach is grounded in the comprehensive experience of our team members working in public health departments and providing an independent, factual evaluation of the options and alternatives for the City's consideration. We will ground our analysis in the experience of peer municipalities and transparency in key assumptions and drivers.

Core to this project's success is a comprehensive understanding of public health delivery systems. Public health department services include a mix of both mandated responsibilities and additional assumed responsibilities that vary by local context. The table below is reflective of our understanding of the public health field and these distinctions. Additionally, county government has broad discretion on the placement of public health within the larger county infrastructure. County public health functions can operate as an individual county department, as in the case of Los Angeles County, or as functions embedded within a larger health care agency, as in Orange and Riverside Counties.

¹ "State Health Compare - Per person state public health funding," SHADAC, accessed May 3, 2021, <http://statehealthcompare.shadac.org/trend/117/per-person-state-public-health-funding#0/6/a/12,14,1,2,3,4,5,6,7,8,15,24,25,27/154>.

² The population of Orange County, California, is estimated at 3,194,332 (2020) and Santa Ana at 335,052. Source: Cal State Fullerton, Center for Demographic Research.

³ ARTICLE 4. City Health Ordinances, Boards, and Officers [101450 - 101475] (*Article 4 added by Stats. 1995, Ch. 415, Sec. 3.*) *Sect 101450.*

The governing body of a city shall take measures necessary to preserve and protect the public health, including the regulation of sanitary matters in the city, and including if indicated, the adoption of ordinances, regulations and orders not in conflict with general laws. (*Added by Stats. 1995, Ch. 415, Sec. 3. Effective January 1, 1996.*)

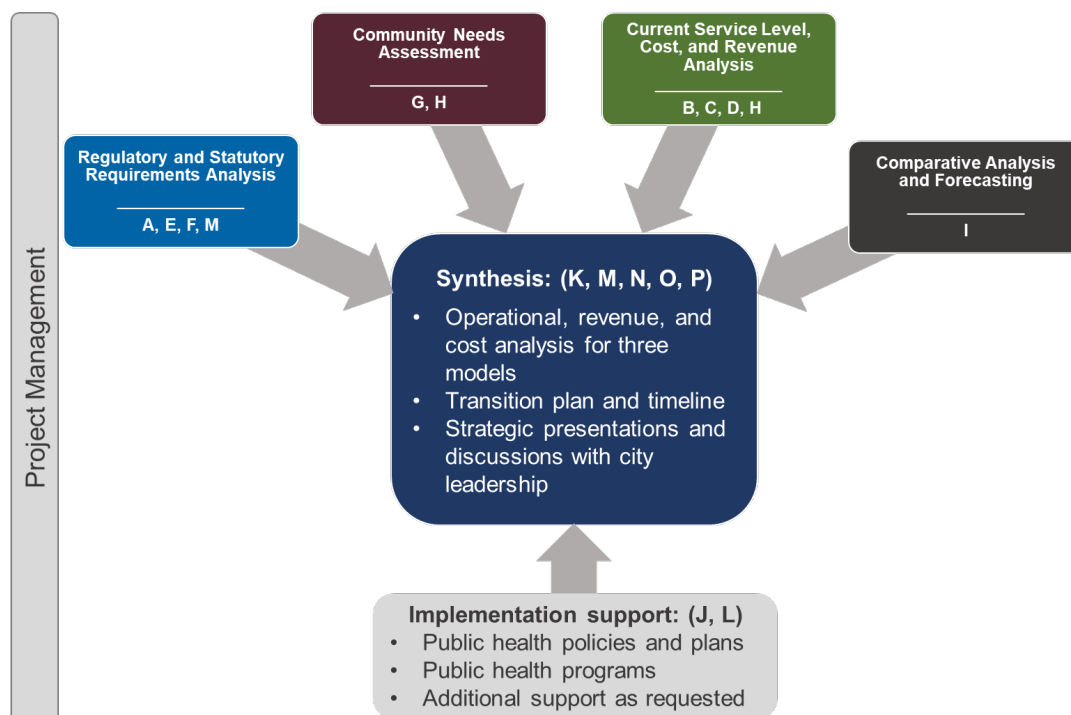
FIGURE 4: OVERVIEW OF MANDATED RESPONSIBILITIES AND ADDITIONAL ASSUMED RESPONSIBILITIES OF PUBLIC HEALTH DEPARTMENTS

Mandated Functions for Local Health Departments	Contractual Programs (Additional Assumed Responsibilities of Public Health Departments)
<ul style="list-style-type: none"> Public health statistics data collection and analysis Health education programs Communicable disease control Maternal and child health services Environmental health and sanitation services Public health laboratory services Nutrition service Chronic disease prevention and/or mitigation Occupational health promotion Public health nursing Additional social supports 	<ul style="list-style-type: none"> Behavioral health Mental health supports Smoking cessation programs Early care and education programs Ambulatory care <p><i>Additional responsibilities are often based on award of federal and state discretionary grants.</i></p>

With this foundational knowledge and understanding of the complexities of public health delivery, our consulting team will provide the City with an accurate picture of the three options outlined in the RFP for informed policy evaluation and decision.

ii. Anticipated Approach to the Scope Services

HMA's proposed approach to meeting the City's objectives is outlined in Figure 5 below. The letters correspond to the specific tasks identified in the City's Scope of Services. We have divided the request scope of services into four work streams, each led by a senior experienced member of the HMA team.

FIGURE 5: APPROACH TO MEETING THE CITY'S OBJECTIVES

The final deliverable, consistent with your RFP, will include a comparative analysis considering operational, cost, and revenue projections for the three alternative models:

- Full Service Municipal Health Agency
- Limited Municipal Health Agency
- Regional Health Model

Our draft report weighing the pros, cons, and considerations will inform and serve as the foundation for the critical strategic conversations that HMA will help facilitate with City leadership. HMA proposes to work with the City to establish a common criterion that will be applied to all three alternative models to inform the strategic conversation with the City. Suggested criteria may include cost, revenue potential, implementation risk, implementation complexity and other factors identified as priorities by the City.

Staff from HMA is available to provide implementation support, pending action by the City Council, to develop City of Santa Ana-specific health programs, policies, and plans. The cost associated with implementation support is not included in the proposal at this time.

Proposed Work Streams

Figure 6 summarizes these four work streams cross-walked to the specific tasks outlined in the RFP. Further descriptions of each work stream and associated tasks are detailed in Figure 7.

FIGURE 6: PROPOSED WORK STREAMS AND KEY QUESTIONS

Proposed Work Streams and Key Questions	Crosswalk to the Scope of Services
1. Regulatory and Statutory Requirements Analysis <ul style="list-style-type: none"> ■ What are legally required mandates (state and federal) of public health departments? ■ What are public health regulations and what are requirements to qualify for funding? ■ What are the requirements of the regional health district? 	A, E, F, M
2. Community Needs Assessment <ul style="list-style-type: none"> ■ What do we know about current health conditions and issues for Santa Ana residents? ■ What are the specific health issues facing Santa Ana residents and related health priorities? ■ How did OCHCA's COVID-19 response address the needs of the City of Santa Ana? 	G, H
3. Current Service Level, Cost, and Revenue Analysis <ul style="list-style-type: none"> ■ What are current in-house and contracted services provided by OCHCA and related service levels (mandated and additional)? ■ What are current service levels and services to Santa Ana? ■ What are current costs and funding sources? ■ What has been OCHCA's COVID-19 response? ■ What are existing OCHCA public health accreditations? 	B, C, D
4. Comparative Analysis and Forecasting <ul style="list-style-type: none"> ■ What are examples of comparative municipal models – full service vs. limited service? ■ What are the core public health services and related staffing, facilities, and certification requirements? ■ What is the cost, service, and revenue data from these comparable municipal models? ■ What are the lessons learned from these municipalities' experience and relevancy to Santa Ana? 	I
Draft and Final Synthesis of Findings Related to the Three Models	K, M, N, O, P

Note: Given the unknowns of the selected model, we are unable to estimate the consulting hours needed at this time for developing public health policies, plans, and programs. Work associated with J and L in the scope of work are considered implementation support and not included in the submitted cost proposal. Please see section on Implementation Support in Figure 7 below.

FIGURE 7: DESCRIPTIONS OF PROPOSED WORK STREAMS AND DELIVERABLES

Work Stream	Description and Deliverables
1. Regulatory and Statutory Requirements Analysis	<p>This first work stream will research and document federal and state requirements for a municipal public health function. State law and regulation define the required functions and activities of local public health departments (Title 17). The analysis will summarize the mandated public health services requirements and related implications for the City's consideration.</p> <p><i>Deliverable:</i> Summary memo/presentation of local health department regulatory and statutory requirements</p>
2. Community Needs Assessment	<p>The Community Needs Assessment is intended to provide an assessment of the health conditions and issues facing the City of Santa Ana and its residents. HMA will rely on existing data to support this analysis, including publicly available reports such as those listed below, to provide an assessment of the health issues and understand how Santa Ana compares to County averages and peer cities on key indicators of community health. Examples of reports that we will tap into include:</p> <ul style="list-style-type: none"> ■ 26th Annual Report on the Conditions of Children in Orange County ■ Orange County Community Indicators 2020–21 ■ An Equity Profile of Orange County, March 2019, issued by USC Program for Environmental and Regional Equity ■ Orange County Health Improvement Plan ■ Other health need assessment reports, including those issued by the County, Children's Hospital of Orange County, and other philanthropic partners such as Irvine Health Foundation, Health Funders Partnership of Orange County, and the Health Care Foundation for Orange County <p><i>Deliverable:</i> Summary memo/presentation of City of Santa Ana health needs</p>
3. Current Service Level, Cost, and Revenue Analysis	<p>This third component is intended to provide a comprehensive picture of the existing public health services provided by OCHCA to the City of Santa Ana. Specific tasks included in this work stream include:</p> <ul style="list-style-type: none"> ■ Identifying and segregating between mandated public health services and additional services provide to the City of Santa Ana, including those supported through grant and discretionary funds ■ Determining the service level, cost, staffing, and associated revenue for all mandated public health services provided to the City of Santa Ana ■ Identifying other supports and services provide to Santa Ana and associated costs as well as defining other benefits that may not be

	<p>fully quantifiable. These may include certifications that the OCHCA may hold that provide opportunities for additional funds or eligibility for certain grant awards</p> <p>Based on reviewing the County's workload data, HMA will propose a potential geographic catchment area for consideration under the proposed regional health models. This proposal will consider both the potential boundaries and the functions that may be possible under a regional health model.</p> <p>This work stream will also include a summative review of the County's COVID-19 response specifically focusing to what degree the County's approach addressed issues unique to Santa Ana and/or engaged representatives from the City of Santa Ana. This will be based on a review of published reports by OCHCA and interviews with key stakeholders.</p> <p><i>Deliverables:</i> Summary memo/presentation of current service level, cost and revenue; summative review of OCHCA COVID-19 response</p>
4. Comparative Analysis and Forecasting	<p>The final element of the analysis will be to capture data from comparative cities on their operation of a municipal public health development to provide the basis for the City of Santa Ana cost, staffing, and revenue projections. Three cities in Southern California provide examples: Pasadena and Long Beach, which operate mandated functions, and Vernon, which operates a limited scale public health department. Pasadena and Long Beach directly provide services and contract with the County, nonprofits, and other partners in fulfilling their public health responsibilities.</p> <p>Comparative data from all three cities will be captured to the degree available to understand:</p> <ul style="list-style-type: none"> ■ Cost and staffing levels and ratio ■ Revenue streams ■ Benefits and challenges of the municipal health department <p>The comparative analysis will capture both quantitative and qualitative data. Quantitative data will be used to capture staffing and revenue estimates such as the number of inspections, permits, and related revenue. Qualitative data captured through interviews with key city staff in Long Beach and Pasadena will help identify and elevate key considerations for the City of Santa Ana.</p> <p>Using the data gathered from the County and comparable municipalities, HMA will create a forecasting model to project the staffing, costs, and revenue related for the three models: full service; limited service, and regional health model. This forecasting model will rely on assumptions based on the experience of other municipalities such as ratio of staffing to inspections, frequency of inspections, fees associated with inspections, staffing required for core functions, and potential grant funding. The model will provide the basis for the projections included in the draft and final model.</p>

	<p><i>Deliverables:</i> Summary memo/presentation of comparable municipal public health functions and related costs; forecasting model to staffing, costs, and revenue associated with the three proposed models</p>
Proposed Draft and Final Deliverable	<p>Throughout the process, HMA's project manager will regularly share the findings and analysis resulting from the four work streams with the City's project manager. Informed by the four work streams, HMA will produce a draft report documenting our analysis, findings, and the results of our review of the three alternatives identified in the RFP.</p> <p>HMA will present this final deliverable as a draft to engage City leadership in a facilitated discussion of the benefits and risks associated with the options considered. The goal is to support City leadership in identifying a path forward that best addresses the City's priorities within its fiscal constraints.</p> <p>The proposed <i>deliverables</i> will include:</p> <ul style="list-style-type: none"> ■ Provide recommended criterion and assessment of models against the criterion. Criteria will consider cost, infrastructure, revenue, and other factors determined by the: <ul style="list-style-type: none"> ○ Full Service Municipal Health Agency ○ Limited Municipal Health Agency ○ Regional Health Model ■ Draft and final synthesis of findings, including pros/cons of a Santa Ana Public Health Department and consideration of three alternative models (Tasks K and M), including projected staffing and revenue and costing for 10 years for proposed public health functions ■ Develop a potential transition plan and high-level timeline for each alternative model consideration and related milestones for each option (Tasks N and O) ■ Present to the City Council on findings, alternatives, and the timeline (Task P)
Implementation Support	<p>Depending on recommendations and pursuant to action by the City, HMA will be available to support:</p> <ul style="list-style-type: none"> ■ Developing recommendations of public health policies and plans necessary to operate a public health agency (Task J) ■ Assisting in developing public health programs for the City of Santa Ana (Task L) ■ Providing additional support as requested to assist with implementing the recommended structure <p>Given the unknowns of the selected model, we are unable to estimate the consulting hours needed at this time for developing public health policies, plans, and programs. HMA has a diverse set of qualified staff in multiple public health domains and those resources will be available to support this project. Staff could be available on a time-and-materials basis based on hourly fees.</p>

iii. Tasks Necessary for Successful On-Time Completion

HMA's General Approach to Projects

HMA's objective is to support our world-class professionals with the processes, frameworks, and support infrastructure to provide meaningful value to our clients, including the City of Santa Ana. We know that a product or service's quality is highly influenced by the quality of the process used to develop and maintain it. To deliver the complex products/services this project will require, we realize the need for an integrated approach and effective resources to achieve project objectives.

HMA has the project management maturity and know-how to keep a large, multi-faceted project on track. HMA team members have led and completed multiple complex projects involving multiple interrelated tasks, diverse stakeholders, and complex policy and technology issues. Our approach to project management emphasizes accountability, frequent contact with the client project manager, early identification of project risks and constraints, and strategies for proactively countering potential obstacles to project progress. We build and tailor mechanisms to identify, alleviate, and resolve issues before they become barriers to successful and timely completion of the project.

HMA knows what makes a project successful. It requires a committed and experienced team to realize the desired outcome for our client. We apply our knowledge and experience gained from similar projects to effectively complete the tasks. Our approach to success is simple yet is the founding principle that our team relies on to assure we exceed our client's expectations. As part of providing overall management and oversight for the entire project, we will ensure the City of Santa Ana's designated project manager is continuously aware of the project status. We will particularly ensure the City is aware of the top risks and issues preventing progress on the project or threatening the success of the project. To that end, we will develop and maintain a comprehensive Project Management Plan and provide regular updates to the City.

HMA's Approach to Project Management

Our proposed approach consists of four primary analytical work streams that follow the key tasks outlined in the City's RFP, supported by a robust HMA project management piece. Every HMA project is organized with a project manager from HMA who leads the HMA team and works closely with the client to ensure adherence to the project schedule and budget, and that all tasks are completed and deliverables submitted on a timely basis. HMA understands the importance of managing a project well and is committed to appropriately applying the professional principles of project management, including those in Figure 8.

FIGURE 8: PRINCIPLES OF PROJECT MANAGEMENT

Project planning and status reporting	<ul style="list-style-type: none"> ■ Review, refine, and finalize the work plan at the kickoff meeting and assure all aspects of the project are defined in scope and efficiently sequenced for timely completion ■ Manage the project plan and monthly reporting of progress
Staffing, cost, and schedule management	<ul style="list-style-type: none"> ■ Confirm that staff assigned to the project are appropriate to meet project demands and experience requirements ■ Manage and adhere to the project schedule and budget as established for each project task ■ Manage any issues that arise that may cause a delay or excess expenditure
Quality management	<ul style="list-style-type: none"> ■ Review and manage quality control, including review and approval of work products as appropriate for each product
Communications management	<ul style="list-style-type: none"> ■ Assure communications between HMA and the City of Santa Ana are effective in meeting project goals ■ Manage communications with key stakeholders ■ Coordinate with all parties as necessary to resolve any issues that may arise

iv. How HMA will Adhere to the City's Project Timeline

As indicated above, HMA adheres to specific project management protocols to meet timelines and provide regular status reports to the client. For each of the work streams, we have defined a deliverable that we will complete at each phase and present to the City's project team for review and feedback. This will allow the City to understand progress, provide real-time feedback throughout the process, and allow HMA to adapt our approach to best meet the City's needs and timeline. We view this project as a partnership, and providing regular and open communication will be integral to its success.

Figure 9 provides our preliminary proposed work plan and timeline. If selected, this will be reviewed with the City's project team at the kickoff meeting and adjusted, as necessary, to meet the City's timeline. In our timeline, we have taken into consideration the time required to receive documents from the City of Santa Ana, the County, and other municipalities as well as the amount of time to perform the analysis.

FIGURE 9: HMA'S PROPOSED WORKPLAN AND TIMELINE

Proposed Timeline/Activities	2021					2022		
	A	S	O	N	D	J	F	M
Project Management								
Coordinate all tasks and client management	■	■	■	■	■	■	■	■
Regulatory and Statutory Requirements								
Research and confirm state and federal mandated services	■							
Research and confirm additional public health services	■							
Identify requirements associated with additional funding sources	■							
Research requirements associated with Regional Health district	■							
Produce deliverable		■						
Community Needs Assessment								
Collect and review existing community needs assessment resources and synthesize critical issues	■	■						
Conduct summative review of COVID-19 response	■	■	■					
Produce deliverable	■	■						
Current Service Level Cost and Revenue Analysis								
Identify current OCHCA mandated and additional services provided to Santa Ana	■	■	■					
Determine service level, cost, staffing, and associated revenue	■	■	■					
Identify other supports provided to Santa Ana	■	■	■					
Produce deliverable			■	■				
Comparative Analysis and Forecasting								
Capture service, cost, and revenue data from Long Beach, Pasadena, and Vernon	■	■	■					
Develop a forecasting model based on inputs from OCHCA experience and municipal experience			■	■				
Develop criterion for review of all options			■	■				
Produce deliverable			■	■				
Prepare and Present Final Consolidated Report								
Prepare consolidated draft report						■	■	■
Prepare for/facilitate/conduct a session with City leadership						■	■	■
Prepare final report and presentation						■	■	■

v. Suggestions or Special Concerns

HMA has assembled a team of experienced senior consultants to lead this important project for the City of Santa Ana. We recognize the results of this analysis are likely to have visibility throughout Orange County and the State. Therefore, it's critical the analysis is credible, defensible, and grounded in knowledge of public health systems. All of our team members have worked with public health departments and several have held senior leadership positions, bringing in-depth knowledge and personal experience to this project.

We also recognize this project requires significant financial investment on the City's part. As indicated above, we will be in regular communication with the City and providing interim deliverables. This will allow the City to review progress and understand implications and early considerations based on our research and analysis and adjust the project scope, within reason, as appropriate. If a clear direction becomes apparent early, we will work with the City to evaluate the best path forward.

5. Cost Proposal

HMA is proposing a total not-to-exceed cost of \$170,830. Project fees will not be incurred beyond this amount without your prior approval and a written amendment to this agreement signed by both parties. Included within this amount is the complete cost of doing business with HMA, including indirect costs such as overhead, general, and administrative costs. HMA does not anticipate any non-labor expenses such as travel, meals, or incidental costs. Our cost breakdown is included in Figure 10.

The services described in this proposal will be billed on a time-and-materials basis. Professional hourly rates will be billed as indicated in the table below. We will submit invoices monthly for services provided in the previous month, and the anticipated payment schedule will align with the anticipated project timeline presented in Figure 9. Invoices will be payable upon receipt.

FIGURE 10: COST BREAKDOWN

HMA Labor				
Employee	Labor Category	Hourly Rate	Hours	Total
Christina Altmayer, MPA	Principal	\$385	160	\$61,600
Jonathan Freedman, MSPH	Principal	\$385	6	\$2,310
Helen Duplessis, MD, MPH	Physician Principal	\$440	16	\$7,040
Michelle Parra, PhD	Principal	\$385	92	\$35,420
Michael Butler, MA	Senior Associate	\$330	116	\$38,280
TBD	Research Associate	\$170	154	\$26,180
		Total	544	\$170,830

6. Certifications

Attachment A:

ATTACHMENT A REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: First 5 OC Contact Individual: Kimberly Goll, Executive Director
 Address: 1505 East 17th Street, Suite 230 Phone Number: 714-567-0152
Santa Ana, CA 92705 Email Address: kim.goll@cfcoc.ocgov.com
 Contract Amount: \$225,000 (Two Projects) Year: 2020 - 2021

Description of services provided:
 Assistance with reviewing and refining First 5 OC's strategy to support the youngest families in Orange County to improve outcomes for children prenatal to age three. (More information available in Section 7 of our response)

Reference

Customer Name: County of Santa Clara
Santa Clara Valley Health & Hospital System Contact Individual: Rene G. Santiago, Director
 Address: 2325 Enborg Lane, Suite 320 Phone Number: 408-885-6868
San Jose, CA 95128 Email Address: rene.santiago@ceo.sccgov.org
 Contract Amount: Two agreements; each \$200,000 to \$250,000 Year: 2017-present

Description of services provided:
 Assistance with a range of policy, organization, and operational issues. (More information available in Section 7 of our response)

Reference

Customer Name: County of Los Angeles
Department of Public Health
Substance Abuse Prevention and Control (SAPC) Contact Individual: Gary Tsai, MD, Director
 Address: 1000 S. Fremont Ave.; Bldg A-9 East, 3rd Floor Phone Number: 626-299-4101
Alhambra, CA 91803 Email Address: gtsai@ph.lacounty.gov
 Contract Amount: More than \$500,000 Year: 2017-present

Description of services provided:
 Assistance with analyzing and providing technical support to implement substance abuse service reforms. (More information available in Section 7 of our response)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
 PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

Attachment B: Proposer's Statement

ATTACHMENT B

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Health Management Associates, Inc.

Signed and Printed Name: Kelly Johnson Kelly Johnson

Title Chief Administrative Officer

Date May 12, 2021

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

Attachment C: Non-Collusion Affidavit

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

Kelly Johnson

State of

Michigan County of Clint

Subscribed and sworn to (or affirmed) before me on this 23 day of April, 2021, by Kelly Johnson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C Cantrell

Notary Public Signature

C CANTRELL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires April 8, 2023
Acting in the County of Clint

Notary Public Seal

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Attachment D: Non-Lobbying Certification

ATTACHMENT D NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: Kelly Johnson
 Title: Chief Administrative Officer
 Firm: Health Management Associates, Inc.
 Date: May 12, 2021

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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Attachment E: Non-Discrimination Certification

ATTACHMENT E

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions,

including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Kelly Johnson
Title: Chief Administrative Officer
Firm: Health Management Associates, Inc.
Date: May 12, 2021

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PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

7. References

The following references are also included on Attachment A.


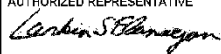
Prenatal to Three Strategy/Conditions of Children Report	
Client Organization	First 5 OC
Address	1505 East 17th Street, Suite 230 Santa Ana, CA 92705
Contact Name	Kimberly Goll, Executive Director
Contact Telephone	714-567-0152
Contact Email	kim.goll@cfcoc.ocgov.com
Contract Amount	\$225,000 (Two Projects)
Contract Year	2020–2021
Detailed Description of Services Provided	
HMA is currently supporting First 5 Orange County in reviewing and refining its strategy to support the youngest families in Orange County to improve outcomes for children prenatal to age three. Additionally, since 2015 HMA has supported First 5 OC in the development, release and community engagement on the annual Conditions of Children Report.	

Policy and Operations Analysis	
Client Organization	County of Santa Clara Santa Clara Valley Health & Hospital System
Address	2325 Enborg Lane, Suite 320 San Jose, CA 95128
Contact Name	Rene G. Santiago, Director
Contact Telephone	408-885-6868
Contact Email	rene.santiago@ceo.sccgov.org
Contract Amount	Two agreements; each \$200,000 to \$250,000
Contract Year	2017–present
Detailed Description of Services Provided	
<p>Since 2017, HMA has been engaged by Santa Clara County (SCC) to assist them with a range of policy, organization, and operational issues. Specific projects include:</p> <ul style="list-style-type: none"> ■ Analyzing state and federal reform policies affecting the Medicaid program ■ Developing policy and finance options that SCC could employ to provide a locally supported public option for health care coverage ■ Developing policy and operational reforms to improve the functioning and alignment of SCC-supported behavioral health programs ■ Organizing and providing technical support to improve quality, information technology, utilization management, and claims functions of the SCC Valley Health Plan and the SCC Behavioral Health Services Department 	

Substance Abuse Prevention and Control Program Technical Assistance	
Client Organization	County of Los Angeles Department of Public Health Substance Abuse Prevention and Control (SAPC)
Address	1000 S. Fremont Ave.; Bldg. A-9 East, 3rd Floor Alhambra, CA 91803
Contact Name	Gary Tsai, MD, Director
Contact Telephone	626-299-4101 (office)
Contact Email	gtsai@ph.lacounty.gov
Contract Amount	More than \$500,000
Contract Year	2017–present
Detailed Description of Services Provided	
<p>Since 2017, HMA has been engaged by Substance Abuse Prevention and Control (SAPC) to assist them in analyzing and providing technical support to implement substance abuse service reforms. Specific projects include:</p> <ul style="list-style-type: none"> ■ Assessing state requirements and SAPC readiness to implement Drug Medi-Cal Organized Delivery System reforms ■ Reviewing and analyzing SAPC substance abuse prevention programming ■ Reviewing and analyzing SAPC provider contracting and identifying solutions to reduce barriers to increase provider supply ■ Assessing SAPC organization and recommendations for staffing and functional unit changes to improve performance and reduce compliance risks ■ Drafting internal policies and procedures ■ Assessing the operational and financial performance of the Antelope Valley Rehabilitation Center, a residential program operated by the County 	

8. Insurance

HMA's evidence of insurance is included on this page and the following pages.

		HEALMAN-01		KBUCHER		
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 4/22/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661		CONTACT NAME: Timothy M. Ingersol PHONE (A/C, No, Ext): (312) 239-2812 FAX (A/C, No): (312) 263-1551 E-MAIL: tingersol@thompsonflanagan.com ADDRESS:				
INSURED Health Management Associates, Inc. 120 N. Washington Square, #705 Lansing, MI 48933		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company of America INSURER B: Travelers Property Casualty Co. of America INSURER C: Allied World Insurance Company INSURER D: INSURER E: INSURER F:		NAIC # 25666 25674 22730		
COVERAGES						
CERTIFICATE NUMBER:						
REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:	X	X	630-8P53244A	4/15/2021 4/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPADP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8P532647	4/15/2021 4/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP-8P533005	4/15/2021 4/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-8P532740	4/15/2021 4/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Prof. Liability			0312-1907	1/13/2021 1/13/2022	Per Claim/Aggregate \$ 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excess Cyber: Policy Number - CYX E661010-00 - Limit: \$5,000,000 - 1/13/21 - 1/13/22 - Great American Insurance Company City of Santa Ana its officers, employees, agents, volunteers and representatives are included as additional insured with respect to general liability where required by written contract with the named insured. A waiver of subrogation applies in favor of the additional insured where required by written contract with the named insured.						
CERTIFICATE HOLDER				CANCELLATION		
City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03)				© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD		



AGENCY CUSTOMER ID: HEALMAN-01

KBUCHER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED Health Management Associates, Inc. 120 N. Washington Square, #705 Lansing, MI 48933	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insured
HEALTH MANAGEMENT ASSOCIATES
HMA PUBLIC ADVOCATES LLC
HMA INTERNATIONAL LLC
HMA HOLDING CORPORATION
CARE INTEGRATION PARTNERS (CIP)
HMA MEDICAID MARKET SOLUTIONS
HMA ADVISORS LLC LEAVITT PARTNERS LLC
HEALTH MANAGEMENT ASSOCIATES HOLDING INC.
LEAVITT PARTNERS LLC
LEAVITT EQUITY PARTNERS MANAGEMENT LLC
LEAVITT PARTNERS INSIGHT LLC

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Blanket Additional Insured – Broad Form Vendors</p> <p>E. Blanket Additional Insured – Controlling Interest</p> <p>F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>I. Blanket Additional Insured – Grantors Of Franchises</p> <p>J. Incidental Medical Malpractice</p> <p>K. Blanket Waiver Of Subrogation</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an Insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

COMMERCIAL GENERAL LIABILITY

your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:

- (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
- (2) Any change in "your products" made by such vendor;
- (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

COMMERCIAL GENERAL LIABILITY

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings,

WC 00 00 00 (C)
(Ed. 1-15)

The Travelers Insurance Companies

(Each a Stock Insurance Company)
Hartford, Connecticut

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE

WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

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(Ed. 1-15)

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.

4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

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(Ed. 1-15)

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any

employee, or any personnel practices, policies, acts or omissions;

8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

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(Ed. 1-15)

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

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(Ed. 1-15)

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

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F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS**

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

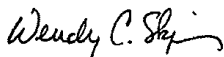
D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

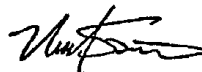
E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.



Secretary



President

Conflict of Interest and Litigation Statements

Conflict of Interest Statement

Prior to proposing on or agreeing to any engagement, we perform a detailed query of our business intelligence system to determine whether there are any potential conflicts of interest. This is a multilayered inquiry based on client, client type, scope of work, and geographic coverage. HMA performed a conflict check for this engagement, and did not identify any conflicts with this work. Should a potential conflict be identified in the future, we will take the appropriate steps to address and manage it.

HMA takes the responsibility of avoiding conflicts of interest very seriously. HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with the city will not be an exclusive relationship. 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 contains nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure your interests are protected.

Litigation Statement

HMA does not have any significant prior or ongoing contract failures or any civil or criminal litigation or investigation pending that involves HMA or in which HMA has been judged guilty or liable.