

**California Providing Access and Transforming Health
Technical Assistance Marketplace Program**

TA Recipient

Acknowledgement of TA Marketplace Terms and Conditions

- TA Recipient understands that the Department of Health Care Services (DHCS) has designated Public Consulting Group LLC (PCG) as the third-party administrator to administer the California Providing Access and Transforming Health (PATH) Initiative and to communicate with them with respect to project administration. TA Recipient understands that PCG is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions.
- Neither DHCS nor PCG shall be liable to TA Recipient for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. TA Recipient hereby releases and holds harmless DHCS, PCG, and their respective officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the PATH TA Marketplace Program.
- TA Recipient is eligible to receive the services, and they will notify PCG immediately if for any reason they become ineligible.
- TA Recipient represents that all information submitted to PCG and DHCS is true and accurate to the best of their ability
- TA Recipient understands that they are not responsible for payment of any expenses or compensation to PCG, DHCS, or to any PATH TA vendor, and that, if they receive any request for payment at any time from a PATH TA vendor, they should immediately notify PCG.
- TA Recipient may terminate services at any time for cause, including for example, failure of the Vendor to achieve project milestones, or without cause, by providing PCG with 30 days' prior written notice.
- TA Recipient understands that continued receipt of services is conditioned on (i) the ongoing effectiveness and adequate funding of the PATH TA Marketplace Initiative, (ii) DHCS's initial and ongoing acceptance and approval of the TA Recipient as an eligible marketplace customer; and (iii) the availability of a matching TA vendor. Services may be terminated immediately if any of these conditions are not met or no longer met for any reason.
- TA Recipient understands that receipt of services is conditioned on DHCS approval of TA Project Applications and TA Project scope of work and budgets.
- TA Recipient grants PCG permission to collect, process, analyze, use, and share with DHCS data collected via the TA Marketplace, including but not limited to, performance outcome and identity data.
- TA Recipient agrees to respond to reasonable requests in a timely manner (1 business day to acknowledge, and 5 business days to respond) by PCG for feedback and/or performance reviews with respect to TA Marketplace Vendors and progress on their TA project(s).