

**Alameda County Health Care for the Homeless  
Commission Meeting Agenda  
Friday, September 18, 2020  
9:00 am-11:00 am**

**TELECONFERENCING GUIDELINES:** FOR TELECONFERENCED COMMISSION MEETINGS, MEMBERS OF THE PUBLIC MAY OBSERVE AND PARTICIPATE IN MEETINGS BY FOLLOWING THE INSTRUCTIONS IN THE TELECONFERENCING GUIDELINES POSTED ON-LINE AT: [www.achch.org/commission](http://www.achch.org/commission)

**AGENDA**

<b>Item</b>	<b>Presenter</b>	<b>TAB</b>	<b>Time</b>
A. CALL TO ORDER: 1. Welcome & Roll Call 2. Adopt agenda	Laura Guzmán Chair, ACHCH Commission Gloria Cox-Crowell Co-Chair, ACHCH Commission		9:00am 5 min
B. PUBLIC COMMENT** Persons wishing to address items on or off agenda			9:05am 5 min
C. CLOSED SESSION 1. No Items for closed session	Laura Guzmán Chair, ACHCH Commission Gloria Cox-Crowell Co-Chair, ACHCH Commission		
D. CONSENT AGENDA 1. Review and Approve Minutes of August 21, 2020	Laura Guzmán Chair, ACHCH Commission Gloria Cox-Crowell Co-Chair, ACHCH Commission	<b>TAB 1</b>	9:10am 5 min
E. ACHCH DIRECTOR'S REPORT • COVID-19 Response • ACHCH Operations	Lucy Kasdin, LCSW ACHCH Director	<b>TAB 2</b>	9:15am 15 min
F. GUEST SPEAKER	Supervisor Keith Carson, Alameda County Board of Supervisors (District 5)		9:30am 40 min
G. ACHCH Health Center 1. Alameda Health System Sub receipt Report 2. HRSA Compliance and Updates	Heather MacDonald-Fine, AHS David Modersbach ACHCH Grants & Special Projects	<b>TAB 3</b>	10:10am 5 min 5 min
H. REGULAR AGENDA 1. Consumer/Community Advisory Board (CCAB)	Sam Weeks, DDS, ACHCH Commission/David Modersbach, ACHCH Grants & Special Projects	<b>TAB 4</b>	10:20am 5 min

<p>2. Executive Committee Report</p> <p>3. Budget/Finance and Contracts Committee Report</p> <p>4. Clinical Committee Report</p>	<p>Laura Guzmán  Chair, ACHCH Commission  Gloria Cox-Crowell  Co-Chair, ACHCH Commission</p> <p>No Report  No Report</p>	<p><b>TAB 5</b></p>	<p>5 min</p>
<p>I. ACTION AGENDA</p> <p>1. Approval of Contracts</p> <p>    <b>a. Standard Services Agreement</b></p> <p>        i. Oakland Pharmacy – Oakland Pharmacy (\$25K)</p> <p>    <b>b. COVID-19 Amendments to Existing Contracts</b></p> <p>        i. Primary &amp; Specialty Care</p> <p>            a) Alameda Health System (\$150K)</p> <p>        ii. Street Health Teams</p> <p>            a) South County - Bay Area Community Health (\$10K)</p> <p>            b) Central County - Tiburcio Vasquez Health Center (\$10K)</p> <p>            c) West Oakland - LifeLong Medical Care (\$10K)</p> <p>        iii. Dental Consulting – Bahar Amanzadeh, DDS, Consultant (\$10K)</p>	<p>Laura Guzmán  Chair, ACHCH Commission  Gloria Cox-Crowell  Co-Chair, ACHCH Commission</p>	<p><b>TAB 6</b></p> <p><b>TAB 7</b></p>	<p>10:30am  25 min</p>
<p>J. OTHER ITEMS</p> <p>    <b>Commission Meeting:</b>  October 16, 2020; 9:00am-11:00am</p> <p>    <b>Joint ACHCH Commission/CCAB Meeting:</b>  Friday, December 18, 2020; 9:00am-11:00am</p>	<p>Laura Guzmán  Chair, ACHCH Commission  Gloria Cox-Crowell  Co-Chair, ACHCH Commission</p>		<p>10:55am</p>
<p>K. ADJOURNMENT</p>			<p>11:00am</p>

\* Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternate format for the agenda, meeting notice, or other documents that may be distributed at the meeting, should contact ACHCH at least five working days before the meeting at (510) 891-8930 in order to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. The ACHCH Commission regular meeting documents are posted at least 72 hours prior to the meeting and are accessible online at: <http://www.achch.org/>.

**TAB 1:**

**ACHCH Commission Meeting Minutes  
August 21, 2020**

**Alameda County Health Care for the Homeless Commission Meeting  
Friday, August 21, 2020; 9:00am-11:00am  
Via Zoom Conference Call  
DRAFT MINUTES**

**ACHCH Commissioners Present:**

Laura Guzmán (Chair)  
Gloria Cox-Crowell (Co-chair)  
Lois Bailey Lindsey  
Lynette Lee  
Julie Lo  
Michelle Schneidermann  
Ana Bagtas  
Samuel Weeks, DDS

**County Staff Present:**

Dr. Harrison Alter, MD, ACHCH Interim Medical Director  
Lucy Kasdin LCSW, ACHCH Director  
Luella Penserga, ACHCH Deputy Director  
David Modersbach, ACHCH program  
Kathy Barron, ACHCH program  
Janice Edwards, ACHCH program

**ACHCH Commissioners Absent:**

Fr. Rigo Caloca-Rivas  
Claudia Young  
Shannon Smith-Bernardin

**Public Present:**

Heather MacDonald-Fine, AHS  
Damon Francis, AHS  
Phil Clark

**ACHCH CCAB Present:**

April Anthony  
Denise Norman  
Sabrina Fuentes  
Jeannette Johnigan  
Bennie Whitfield  
Brenda Whitfield

Item	Discussion/ Recommendations
A. CALL TO ORDER Welcome & Introductions Adopt agenda	Meeting Chaired by Commissioner Laura Guzmán, Chair Quorum achieved <b>Motion to Approve:</b> D. Norman; G. Cox-Crowell Motion Passed; Agenda adopted by Commission
B. PUBLIC COMMENT	No public comment
C. CLOSED SESSION	No closed session
D. CONSENT AGENDA	ACHCH Commission review and approve Commission Meeting Minutes – July 17, 2020. <b>Motion to Approve:</b> G. Cox-Crowell; L. Bailey Lindsey Motion Passed; Meeting minutes approved by Commission
E. ACHCH DIRECTOR'S REPORT	Lucy Kasdin LCSW, ACHCH Director, presented the ACHCH Director's Report.



Item	Discussion/ Recommendations
F. REGULAR AGENDA	<ol style="list-style-type: none"> <li>1. Consumer/Community Advisory Board (CCAB) – no report</li> <li>2. Racial Justice &amp; Equity Framework Presentation – J. Lo presented <ul style="list-style-type: none"> <li>• Discussed allowing Commissioners to work with ACHCH re: RBA data</li> <li>• Racial Justice &amp; Equity – retreat topic</li> </ul> </li> <li>3. Executive Committee – L. Guzmán (Chair) presented report</li> <li>4. Budget/Finance and Contracts Committee – no report</li> <li>5. Clinical Quality Committee – no report</li> </ol>
G. ACHCH HEALTH CENTER & ALAMEDA HEALTH SYSTEM SUBRECIPIENT REPORT	<ol style="list-style-type: none"> <li>1. Heather MacDonald-Fine, Alameda Health System, presented program report.</li> <li>2. David Modersbach, ACHCH Grants &amp; Special Projects, presented the ACHCH 2020-2021 HRSA Budget Period Progress Report (BPR) Noncompeting Continuation (NCC). The BPR/NCC is ACHCH’s annual health center plan and budget. Staff are seeking the Commission’s approval for submission to HRSA (due Sept 8, 2020).</li> </ol>
H. ACTION AGENDA	<p>Approval of ACHCH 2020-2021 BPR/NCC  <b>Motion to Approve:</b> L. Lee; G. Cox-Crowell  Motion Passed; ACHCH 2020-2021 BPR/NCC approved by Commission</p> <p>Approval of New Commissioner Applicant, Dr. Gerard Jenkins.  <b>Motion to Approve:</b> L. Bailey Lindsey; S. Weeks  Motion Passed; Dr. Jenkin’s application approved by Commission</p>
I. OTHER ITEMS	<p><b>Next ACHCH Commission Meeting:</b> Friday, September 18, 2020, 9am-11am (via Zoom call)</p> <p><b>Suggestions for upcoming Commission agenda:</b></p> <ul style="list-style-type: none"> <li>• Dr. Clanon and/or Jet Chapman update HR positions</li> </ul> <p><b>Next ACHCH CCAB Meeting:</b> Friday, September 11, 2020; 12pm-1:30pm (Zoom call)  <b>ACHCH Commissioners Retreat:</b> Postponed</p>
J. ADJOURNMENT	<p>Meeting adjourned at 11:00am</p> <p>MINUTES APPROVED BY UNANIMOUS VOTE OF ACHCH COMMISSION</p> <p>Verified by Lois Bailey Lindsey, Secretary ACHCH Commission Executive Committee</p> <p>_____ Date:_____</p>

**TAB 2:**  
**ACHCH Director's Report**

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September 18, 2020

TO: Alameda County Health Care for the Homeless Commission  
FROM: Lucy Kasdin, LCSW Director  
SUBJECT: Director's Report AC

Program activity update since the 8/2020 ACHCH Commission meeting:

1. Personnel (Strategic Area: Clinical Care and Leadership and Advocacy)

We have extended two offers for Regional Coordinator positions and will keep you updated on start dates. We remain in the process of hiring two additional Program Services Coordinators to support our regional coordination.

We offered the RNI positions to support our Street Health team and will provide updates on the start date.

We have an interviewed scheduled for the Social Worker III position on our Street Health team and will provide updates and hiring.

Dr. Clanon is working with HCSA HR Director Jet Chapman on the recruitment plan for the permanent Medical Director.

We remain in the process of working with County HR to hire Temporary Assignment Pool (TAP) employees to support our COVID-19 response, in particular to support an expansion of testing.

- RNII: considering hiring via registry as we have not been successful through county TAP recruitment
- Health Services Trainees: recruitment in process

We anticipate our new office space build-out, at 1404 Franklin Street, to be complete by the end of September. This additional office space is critical needed as ACHCH continues our growth.

2. Program Highlight (Strategic Area: Community Awareness and Marketing)

We sent our quarterly newsletter in August, our mailing list continues to grow, reaching over 1,350 people. [https://www.achch.org/uploads/7/2/5/4/72547769/achch\\_quarterly\\_newsletter\\_jul\\_-\\_sep\\_2020.pdf](https://www.achch.org/uploads/7/2/5/4/72547769/achch_quarterly_newsletter_jul_-_sep_2020.pdf)

3. HRSA Updates (Strategic Area: Health Center Compliance)

ACHCH submitted ACHCH Commission-approved GY2021 Non-Competitive Continuation budget and report on 9/4/2020.

There is still no word on date or schedule for HRSA Operational Site Visits. We know they will happen virtually, but HRSA has not yet rescheduled the 2020 OSVs originally scheduled for April and May of 2020. The ACHCH OSV was anticipated to be in Spring of 2021.

4. Program Highlight Emergency Response (Strategic Area: Leadership and Advocacy, and Community Awareness and Marketing)

ACHCH has led emergency response to both heat and air quality emergencies in this past month:

- **Extreme Heat:** ACHCH works with a network of county, city and community outreach providers to provide stock of bottled water for outreach providers to pick up and support their work providing heat-related wellness checks and outreach efforts during times of extreme heat. ACHCH is also supporting County efforts to work with Cities to open COVID-compliant Cooling Centers and maintain a county-operated [up-to-date list](#) of Cooling centers and Cleaner Air Center.
- **Smoke/Air Quality:** ACHCH responded to August and September wildfire smoke air quality emergencies by working with our networks of shelter and outreach partners to distribute some 8,000 non-medical KN95 respirators for use by outreach providers and unsheltered people experiencing homeless and vulnerable populations (such as Safer Ground residents).
- **Fire Evacuations:** ACHCH coordinated outreach provider efforts to identify and outreach to unsheltered residents of the evacuation zones of Livermore and Fremont during the SCU Lightning Complex fires.

5. Program Highlight COVID-19 (Strategic Area: Clinical Care, Leadership and Advocacy, and Community Awareness and Marketing)

The situation is rapidly changing. For the latest update, please refer to the **COVID-19-Response:** <https://www.achch.org/coronavirus.html>

**ACHCH Health Center COVID-19 Responses: Data below as of 9/11/2020**

**Homeless Total COVID-19 Positives for Alameda County:** 145 total, 76 sheltered, 69 unsheltered; not able to capture doubled-up/precariously housed homeless.

**Shelters:**

- Services, Education and Resources:
  - 60 shelters visits (in person or remotely) to provide COVID training and education
  - 10 shelters decompressed, eligible individuals referred to Safer Ground
  - 25 sites throughout the county visited regularly to provide healthcare, linkage, and referrals
- Outbreak Response:
  - 31 Shelter COVID Rapid Response Events
  - 26 shelter testing Rapid Response events
  - 705 residents tested; 26 residents positive (both index cases and follow up testing)
  - 6 staff positives

**Encampments:**

- Countywide COVID Outreach Coordination:
  - 495 sites visited by a range of providers for COVID outreach and education
- Outbreak Response:
  - 18 Street-based COVID Rapid Response Events
  - 24 Rapid Response street testing events
  - 298 individuals received field-based testing 24 tested positive

**Community Care Testing:**

- ACHCH, AC Medical Reserve Corps Testing Team, Operation Dignity, ROOTS weekly community care COVID testing sites
- 15 weekly testing events at St. Vincent de Paul, High Street, and shelter sites - 134 tested, 5 positives

**Project Roomkey Testing**

- ACHCH, ACMRC, AHS have provided weekly COVID testing at Roomkey sites
- 32 events, 185 tests 25 positive to date.

Sincerely,



Lucy Kasdin, LCSW  
Director  
Alameda County Health Care for the Homeless  
Lucy.kasdin@acgov.org  
510-891-8903

**TAB 3:**  
**Alameda Health System**  
**Sub-recipient Report**

September 4, 2020

**TO:** Alameda Health System Co-Applicant Board  
Alameda County Healthcare for the Homeless Commission

**FROM:** Heather MacDonald Fine MHA, Practice Manager

**SUBJECT:** Program Report

Program Activity update:

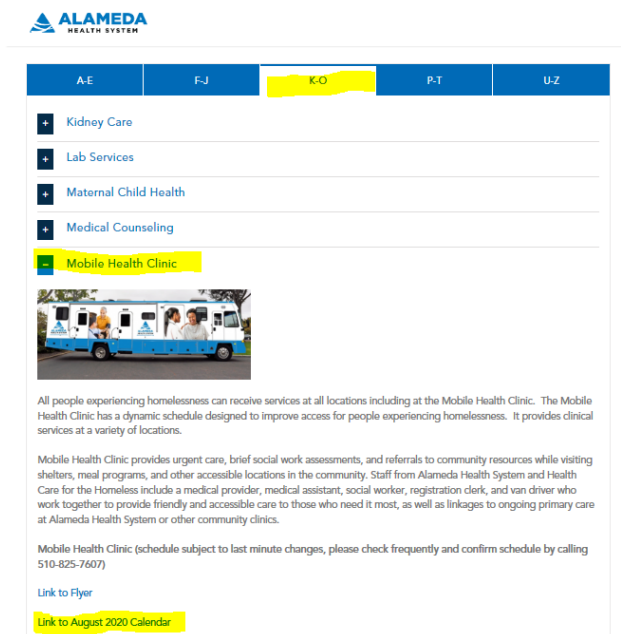
### 1. Health Center Compliance

- a. AHS has no known Health Resources and Services Administration (HRSA) compliance findings.
- b. The Finance Monitoring visit is scheduled for September 11, 2020 with the Alameda County Health Care for the Homeless (ACHCH) Program.

### 2. Mobile Health

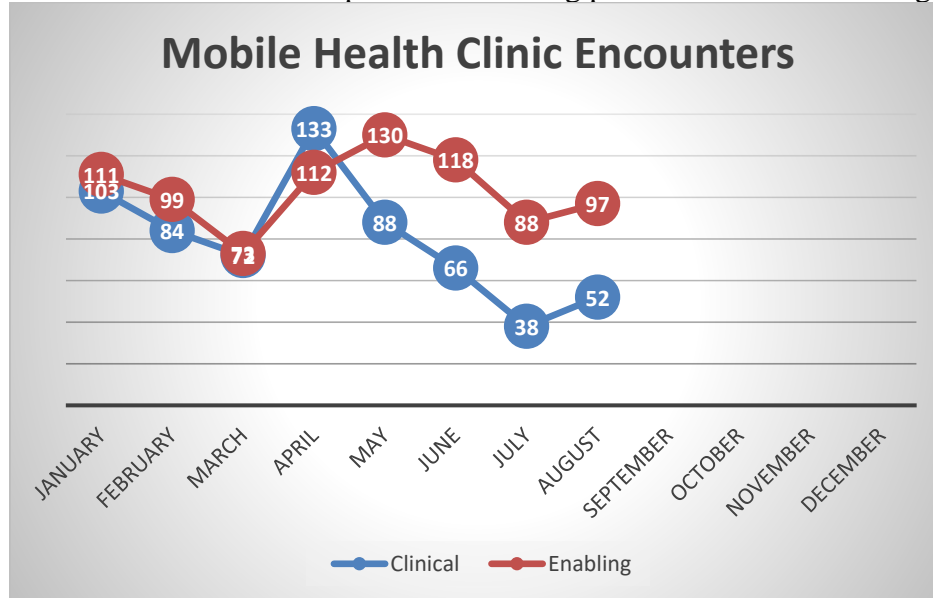
- a. Mobile Health Clinic launched services at Days Inn and First Presbyterian Church in Castro Valley. Changes to the Mobile Health Clinic schedule continue as new hotel sites are opened and as collaboration within the ACHCH Program shifts. The calendar can change frequently, you can find the most current calendar at [www.alamedahealthsystem.org/services](http://www.alamedahealthsystem.org/services).

Select “K-O”, open “Mobile Health Clinic” look at bottom of section for the link to the calendar.



The screenshot shows a navigation menu with tabs for A-E, F-J, K-O (highlighted), P-T, and U-Z. Below the menu is a list of services: Kidney Care, Lab Services, Maternal Child Health, Medical Counseling, and Mobile Health Clinic (highlighted). The Mobile Health Clinic section includes a photo of a mobile clinic van and text describing the service: "All people experiencing homelessness can receive services at all locations including at the Mobile Health Clinic. The Mobile Health Clinic has a dynamic schedule designed to improve access for people experiencing homelessness. It provides clinical services at a variety of locations. Mobile Health Clinic provides urgent care, brief social work assessments, and referrals to community resources while visiting shelters, meal programs, and other accessible locations in the community. Staff from Alameda Health System and Health Care for the Homeless include a medical provider, medical assistant, social worker, registration clerk, and van driver who work together to provide friendly and accessible care to those who need it most, as well as linkages to ongoing primary care at Alameda Health System or other community clinics. Mobile Health Clinic (schedule subject to last minute changes, please check frequently and confirm schedule by calling 510-825-7607). Link to Flyer Link to August 2020 Calendar"

- b. Mobile Health Clinic completed 52 clinical patient encounters for August.
- c. Mobile Health Clinic completed 97 enabling patient encounters for August.



**3. Quality**

- a. Homeless Health Center leadership continues to work with the Information Systems leaders to solve the reporting challenges related to the Homeless Health Center and the Uniform Data System reporting requirements.

**4. Leadership and Advocacy**

- a. Homeless Health Center leadership continues to participate in the Health Care for the Homeless Commission meetings monthly, the weekly shelter provider collaborative calls facilitated by the ACHCH Program and the AHS Health Equity, Diversity and Inclusion Task Force.



**TAB 4:**  
**ACHCH Consumer & Community  
Advisory Board Report**

**Alameda County Health Care for the Homeless Commission  
Committee Report**

**Committee:**

- Executive:** Oversees Commission structure organized and moving; provides strategic guidance to staff. Meets monthly.
- Consumer Community Advisory Board (CCAB):** Maintains a strong patient voice within ACHCH. Meets monthly.
- Clinical Quality:** Recommends clinical measures to the full Commission; informs medical, dental, mental health, SUD programming. Meets quarterly.
- Budget and Finance:** Monitors HRSA grant budget vs actuals; recommends budgetary actions to the full Commission. Meets quarterly.

Commissioner liaison to the full Commission:	
Sam Weeks	
Last meeting date:	Current meeting date:
July 10, 2020	September 11, 2020
Commissioners/CCAB members in attendance:	
Jeannette Johnigan, April Anthony, Sabrina Fuentes, Denise Norman, Brenda Whitfield, Bennie Whitfield, Guitar Whitfield, Cathy Amyot, Mark Smith	
ACHCH staff in attendance:	
David Modersbach, Kathy Barron	
Absent: Dee Dee Ledward	

1. Items discussed:
  - a. Review of ACHCH joint Commission/CCAB meeting August 21, 2020
  - b. Executive Committee meeting on September 8, 2020
  - c. Local Updates: flu vaccination campaign, air quality, map of Street Health zones, Frontline Workers Counseling Project
  - d. Voter Registration
  
2. Informational item(s) to report to the full Commission:
  - a. CCAB members would like to be more of a presence at the next joint Commission/CCAB meeting in December
  
3. Action(s) recommended by the Committee for discussion/action by the full Commission at the next meeting:
 

N/A

**TAB 5:**  
**ACHCH Executive Committee**  
**Meeting Report**

**Alameda County Health Care for the Homeless Commission  
Committee Report**

**Committee:**

- Executive:** Oversees Commission structure organized and moving; provides strategic guidance to staff. Meets monthly.
- Clinical Quality:** Recommends clinical measures to the full Commission; informs medical, dental, mental health, SUD programming. Meets quarterly.
- Budget and Finance:** Monitors HRSA grant budget vs actuals; recommends budgetary actions to the full Commission. Meets quarterly (Jan, April, July, Oct).

<b>Commissioner liaison to the full Commission:</b> Lois Bailey Lindsey	
<b>Last meeting date:</b> August 10, 2020	<b>Current meeting date:</b> September 8, 2020
<b>Commissioners in attendance:</b> Lois Bailey Lindsey, Sam Weeks	
<b>CCAB Members in attendance:</b> Sabrina Fuentes, April Anthony, Jeannette Johnigan	
<b>ACHCH staff in attendance:</b> Luella Penserga, Kathy Barron, Lucy Kasdin	
<b>Absent:</b> Gloria Cox-Crowell, Laura Guzman	

1. Items discussed:

- a. Review/Approve Agenda for Next Commission Meeting
  - i. Add 10 min to Sup. Carson’s section and let his staff know of the change. Be prepared for last minute changes depending on his schedule.
  - ii. Take 10 minutes from Executive Committee report (delete candidate application), AHS report.
- b. Director Hot Topics
  - i. Talk about highlights only (i.e. Street Health expansion)
- c. Board Recruitment
  - i. Dr. Gerard Jenkins is newest commissioner
  - ii. Two new applications (GS and SF) are complete; need 2 Commissioners each to do interviews before adding to the October agenda).
- d. Additional Items
  - i. Extend invitation to September commission meeting to CCAB members for Sup. Keith Carson’s presentation
  - ii. Ask Commissioners to submit questions in advance
  - iii. Discussed ACHCH expansion of street health outreach in Emeryville, Berkeley, Albany areas.

- iv. CCAB expressed that they were attending a Commission meeting in Aug rather than participating in a Joint meeting. Plan for CCAB to participate more in December joint Commission/CCAB meeting
- v. Retreat: Postpone until it's safe to meet in person
- vi. Invite new and existing commissioners to participate in committees; Ana Bagtas agreed to join the budget/finance committee

2. Informational item(s) to report to the full Commission:

- a. Ana Bagtas joined budget/finance committee. Recommend Commissioners join committees.

3. Action(s) recommended by the Committee for discussion/action by the full Commission at the next meeting (approval pending review of final materials and information):

a. Approval of contracts:

- a. Standard Services Agreement contract with Oakland Pharmacy (total of \$25K for 12-months)
- b. Increases to existing ACHCH contracts to support COVID-19 related work:
  - i. Street Health Outreach: BACH (formerly Tri-City Health Center), Tiburcio Vasquez Health Center, LifeLong Medical Care (increase of \$10K each)
  - ii. Dental Health consulting: Dr. Bahar Amanzadeh (increase of \$10K)

**TAB 6:**

**Oakland Pharmacy**  
**Standard Services Agreement**

DATE: September 18, 2020

TO: Alameda County Health Care for the Homeless Commission

FROM: Staff, Alameda County Health Care for the Homeless

SUBJECT: REQUEST FOR THE ACHCH COMMISSION TO TAKE ACTION: Approval of a Standard Service Agreement with Oakland Pharmacy

**Background:**

The ACHCH Commission as the ACHCH health center governing board is required to review and approve applications related to ACHCH's Health Center Scope of Project, including contracts, grants and designation applications and other HRSA requests regarding scope of project. The Bureau of Primary Care (BPHC), Health Resources Services Administration (HRSA) is under the U.S. Dept. of Health and Human Services and administers the federal health center program.

**Request:**

ACHCH Staff request action by the ACHCH Commission to approve a Standard Services Agreement in the amount of \$25,000 with Oakland Pharmacy Inc.

**Discussion:**

The requested action if approved supports the ongoing provision of medications to ACHCH for people experiencing homelessness. Oakland Pharmacy Inc. provides stock medications to ACHCH based on the ACHCH formulary and a prepackaged medication inventory to support the ACHCH Street Health service delivery model. Contractor shall further provide medical supplies, including wound care, hygiene items, and first aid kits to improve the health of unsheltered homeless in Alameda County.

On June 22, 2020, Oakland Pharmacy Inc. was selected by ACHCH through a Request for Quote (RFQ) process to provide pharmacy medications and supplies to ACHCH. Oakland Pharmacy had the lowest bid and is a Non-Certified Local SLEB vendor. The Federal SLEB Waiver No. F1740 was approved and issued by the County's Auditor's office on 7/21/2020.

Funding for this recommendation comes from ACHCH's Health Resources Services Administration (HRSA) federal health center grant.

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Oakland Pharmacy, Inc. DEPT #: HCSA

TITLE/SERVICE: Pharmacy Medications and Supplies

DEPT. CONTACT: Terri Moore PHONE: 510-891-8927

- | <b>I. INFORMATION ABOUT THE CONTRACTOR</b>  | <b>YES</b>                          | <b>NO</b>                           |
|---|-------------------------------------|-------------------------------------|
| 1. Is the contractor a corporation or partnership?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. If the answer to BOTH questions is YES, provide the employer ID number here: _____<br>_____  |                                     |                                     |
| No other questions need to be answered. Withholding is not required.  |                                     |                                     |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____  |                                     |                                     |
| No other questions need to be answered. Withholding is not required.  |                                     |                                     |
| 5. If the answer to question 2 is NO, continue to Section II.   |                                     |                                     |
| <b>II. RELATIONSHIP OF THE PARTIES</b>  | <b>YES</b>                          | <b>NO</b>                           |
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Is the relationship between the County and the contractor intended to be ongoing?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS</b>   | <b>YES</b>                          | <b>NO</b>                           |



- 1. Is the contractor being hired for a period of time rather than for a specific project? (x) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) (x)

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS** **YES NO**

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 2. Will the contractor work more than an average of ten hours per week?  
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. ( ) ( )
- 3. Will the County provide more than 20% of the contractor’s income? ( ) ( )
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.”

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature	Agency/Department Head/Designee Signature
Jennifer Tam, COO, CEO Printed Name	Colleen Chawla, HCSA Director Printed Name
Date	Date

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2020, is by and between the County of Alameda, hereinafter referred to as the “County”, and Oakland Pharmacy, Inc., hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, County desires to obtain Pharmacy Medication and Supplies services which are more fully described in Exhibit A hereto (“Pharmacy Supply Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Pharmacy Supply Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2020 through June 30, 2021.

The compensation payable to Contractor hereunder shall not exceed twenty-five thousand dollars (\$25,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Colleen Chawla  
(Printed)

Name: Jennifer Tam  
(Printed)

Title: Health Care Services Agency Director

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any

and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this

Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

- 13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
Health Care for the Homeless  
1404 Franklin Street, Suite 200  
Oakland, CA 94612  
Attn: ACHCH Contracts Manager

To Contractor: Oakland Pharmacy, Inc.  
333 9<sup>th</sup> Street  
Oakland, CA 94607  
Attn: Jennifer Tam, PharmD, COO, CEO

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.



14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.
- The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.
18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Pharmacy Supply Services shall not exceed \$25,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement**, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional three years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A DEFINITION OF SERVICES**

### **SPECIFIC REQUIREMENTS**

Contractor will provide pharmacy services for Alameda County Health Care for the Homeless (ACHCH) at the following sites:

1. **ACHCH Clinic** (384 14<sup>th</sup> Street, , Oakland)
2. **ACHCH Administrative Offices** (1404 Franklin Street, 2<sup>nd</sup> Floor, Oakland)

Contractor will provide, pharmacy services that include, but are not limited to:

- a. Ability to fill prescriptions directly for ACHCH patients with:
  1. Pharmacy or contract pharmacy physically located within 0.5 miles of ACHCH Clinic
  2. Pharmacy hours of operation at least Monday through Friday 9am – 5:30pm
2. Medical or pharmaceutical-related supplies, if available for purchase by Contractor

Based on the ACHCH formulary , Contractor will:

1. Maintain a stock of medications (e.: tuberculin, vaccines)
2. Provide pre-packed medications in quantities based on usual prescribing patterns (i.e. #7, #30, #60, #90)
3. Provide blister-packed medication when requested by the prescriber
4. Provide the generic version of all medications if generic is available. Brand named medications will only be dispensed when there is no generic option, when specified by the authorizing provider.

Contractor will provide stock medication and a pre-packed medication inventory, as well as a prescription labeling and tracking system. Contractor will provide a medication replenishment system based on each site's formulary and unique needs.

Contractor will provide delivery service Monday through Friday, servicing:

ACHCH Clinic

Contractor will provide correct payer-source billing of pharmacy claims: ACHCH is the payer of last resort, and documentation (denied Medi-Cal Treatment Authorization Request (TAR), denied Medicare Part D appeal etc.) will accompany any Medi-Cal, MediCare Part D, or third party covered patient, whose medications are billed to ACHCH.

Additionally:

1. All medication for patients with Medi-Cal/Medi-Cal Managed Care coverage will be billed to Medi-Cal or the corresponding Managed Care payer



2. All medication for patients with MediCare will be billed to their Part D Plan
3. All medication for patients with third party coverage will be billed to that third-party payer

Contractor will participate in the prescription "Reversal Process" as directed by ACHCH below:

1. ACHCH will identify incorrectly billed prescription claims to the Contractor\ when other coverage was available at the time of adjudication
2. Contractor will have 10 working days to either reverse the claim or provide additional documentation to ACHCH. Reversals must be requested by ACHCH within 75 days of the date of claim adjudication. Contractor will not be held liable for non-formulary medications.
3. ACHCH reserves the right to reverse any claims incorrectly billed or unaccounted for by documentation

Contractor will invoice ACHCH on a monthly billing cycle, not to exceed 12 times per fiscal year. Invoices to be submitted by the 15<sup>th</sup> day of the following month.

Contractor will provide clinical pharmacy consultation for ACHCH medical staff.

Contractor will provide data reports, including reports by client, medication and prescriber, as needed.

Contractor will work with any medication patient assistance program (PAP) as directed by ACHCH.

Contractor will work with ACHCH to interface with the Electronic Health Record (EHR) system currently under development in order to update patient eligibility in real time.

Contractor will accept electronic (eRx), telephone or facsimile prescriptions for eligible patients from authorized ACHCH providers as the primary method of prescription transmission.

Contractor will participate in periodic patient and provider satisfaction surveys.

### **DELIVERABLES AND/OR REPORTS**

Contractor will provide basic programmed reports, available within five working days of the close of the month, downloadable in Excel, for reviewing prescription claims data using the National Council for Prescription Drug Programs (NCPDP) fields, and including those defined by:

1. Medication name (including all medications)
2. Prescriber Drug Enforcement Agency (DEA) Number (including all prescribers)
3. Patient identifier (including all clients)
4. Date

Data Reporting and Analysis



Contractor will provide reports and data analysis based on patient, medication, and prescriber information. Basic reports will be available monthly, including but not limited to:

1. Monthly Prescription Claims Report

- a. A monthly prescription claims report, available within five working days of the close of the month, downloadable in Excel for reviewing prescription claims data.
- b. The report will contain data fields for:
  - i. Medication name, Quantity, and Prescription Charge\$
  - ii. Prescriber identifier (DEA Number or NPI Number)
  - iii. Patient identifier

2. Custom Data Reports

- a. Additional custom reports may be requested by ACHCH and will have the ability to integrate/interface with third-party information systems. If the requested custom report requires external IT support, ACHCH will be consulted with a quote for the work. If the quote is approved, ACHCH will be billed by Contractor.
- b. Request for custom reports will be submitted up to two weeks in advance to allow Contractor's pharmacy data services staff to create and generate the report templates.
- c. Once created, these reports will be available for periodic delivery to ACHCH staff at no additional cost to ACHCH.

## **DESCRIPTION OF SYSTEM**

Contractor will provide a system to order, prepare, dispense, and deliver medications to Alameda County Health Care for the Homeless (ACHCH) providers for dispensing at ACHCH sites.

Contractor's medication system will include:

- Re-packaged medications with custom labels for ACHCH needs. Simple dispensing record system for clinical staff to track patients and medications.
- Managed medication ordering .  
Scheduled or on demand delivery for drug replenishment to program locations

Pre-Packaged Medication System

Contractor will implement a custom system for:

1. Labeling pre-packaged medications

- a. Two-Part Label Design and Usage
  - i. Contractor provides a custom two-part label to package into medication containers and track dispensing of medication.
  - ii. Each pre-packaged medication will have a label (Medication Label) affixed to the bottle or plastic bag.

- iii. Each pre-packaged medication will have a second label (Dispensing Record Label).
- iv. Contractor's primary pharmacy will pre-package medication according to ACHCH formulary, based upon replenishment needs
- v. Re-packaged medications will be delivered to ACHCH sites with the secondary label (Dispensing Record Label) attached.
- vi. ACHCH clinical staff will use the Dispensing Record Label to record which medications have been dispensed to patients by placing them into the Dispensing Log Book

b. Packaging Label Details

- i. Drug name, strength/dosage, NDC Quantity of pre-packaged medication
- ii. Medication physical description (color, shape, imprint)
- iii. Lot number and expiration date (to facilitate drug recalls & drug expiration)
- iv. Medication warnings (up to 3 warnings)
- v. Medication Instructions Template (e.g. "Take \_tablets \_\_ times a day")
- vi. Date of Re-packaging

Additionally, blank areas will require manual fill in of the following information:

1. Patient Name & DOB
2. Provider Information
3. Dispense Date

c. Tracking medication dispensing

i. Dispensing Record System

Using the Contractor's two-part labeling system, the secondary label, the Dispensing Record Label, will be used to record which medications were dispensed to which patients and by which provider/doctor.

ACHCH clinical staff will be responsible for affixing these dispensing record labels to dispensing record logbooks provided by the Contractor.

Dispensing Record Log Book

- Each dispensing record logbook will be divided into 26 alphabetical sections.
- Each section will have a number of dispensing log sheets to track dispensing of pre-packaged medications to clinic ACHCH patients

Dispensing Log Sheets

The log sheets will be used for the Dispensing Record Label for the Contractor's packaged medications.

## d. Inventory Management

ACHCH staff is responsible for medication inventory management at clinic locations

## e. Medication Replenishment Schedule

## i. As-Needed Replenishment

1. ACHCH clinic staff request inventory
2. These "on-demand" deliveries will be made to designated clinic locations.
3. Requests will be submitted to Contractor by email, fax, or web

## f. Process and Procedures

## i. Dispensing procedures (for ACHCH clinical staff to dispense and track pre-packaged medication)

1. ACHCH clinical staff will determine patient need for pre- packaged medication(s).
2. ACHCH clinical staff will locate medication using the medication storage location finder chart.
3. ACHCH clinical staffs will un-wrap the two-part label and tear off Dispensing Record Label.
4. ACHCH clinical staff will write patient name, provider, and dispense date on Medication Label and on Dispensing Record Label.
5. ACHCH clinical staff will dispense medication to patient. ACHCH clinical staff will affix Dispensing Record Label to the appropriate section in Dispensing Record Log Book using the alphabet letter of the medication name.
6. If additional log sheets are needed in particular alphabet sections, ACHCH clinical staff will use provided copies or make additional copies of log sheets

## ii. Replenishment Procedures (for ACHCH clinic to accept delivery of replenishment inventory and how it's determined by Contractor)

1. Contractor's staff will deliver medications to ACHCH clinic
2. ACHCH clinic staff will check the delivery shipment against the delivery packing slip.
3. ACHCH clinic staff will accept delivery by signing original delivery packing slip.
4. A copy will be retained at clinic location in medication inventory binders.

## g. Formulary Specifications

- i. A formulary of medications will be developed with the ACHCH staff to meet the requirements of the mobile clinics and the ACHCH programs.
- ii. Refrigeration/freezer equipment will be provided by the County to meet the storage requirement for most vaccines, and biological agents and any pharmaceuticals .
- iii. Contractor will provide vaccines biological agents, and pharmaceuticals when ordered, based on wholesaler's availability for requested items
- iv. Contractor will meet the delivery requirement for temperature- controlled.

i. Web-Based Pre-Packaged Medication Ordering System

ACHCH staff have access to a web-based replenishment medication ordering system that may be used in place of email or fax.

ii. Patient and Medication Safety

a. Expired Medications

ACHCH staff or the designated Pharmacist Consultant will periodically check expiration dates and remove from inventory

b. Disposal Protocol

- i. ACHCH will dispose of its inventory of expired drugs per County rule

c. Contractor Pharmacy Locations

- i. ACHCH clinic providers will transmit prescription utilizing telephone, facsimile, or E- Prescribing directly to any of the Contractor's pharmacies in Alameda County.
- ii. Patients or ACHCH staff will pick up the prescription.

**EXHIBIT B****PAYMENT TERMS**

## 1. Terms and Conditions of Payment

**a. Reimbursement**

- i. The total amount of reimbursement under the terms of this Agreement shall not exceed \$25,000. Funds shall be used solely for pharmacy medication and supplies.
- ii. Contractor shall invoice the County monthly for actual expenses incurred. A summary of pharmacy medication and supplies will be complete during the invoice period must be included with each invoice.
- iii. The final invoice shall be for an amount not to exceed the remaining balance of the contract. **The final invoice must be received no later than July 15, 2021.**
- iv. County shall use best efforts to process invoices submitted for reimbursement by contractor within forty-five days of receipt of invoice and any other back up documentation as request.

2. **Invoicing Procedures**

Contractor shall invoice the County in accordance with the schedule in the Reimbursement Section A above. Invoices must include the PO number, service period, remittance address, and original signature, and shall be sent/emailed to:

ATTN: Alameda County Health Care for the Homeless  
C/O: Terri Moore, Contracts Manager  
Alameda County Health Care Services Agency  
1404 Franklin Street, Suite 200  
Oakland, CA 94612  
[Terri.Moore@acgov.org](mailto:Terri.Moore@acgov.org)

*\*County is not obligated to pay actual expenses exceeding the amounts set forth in the Payment Terms, unless prior written approval for those expenses have been obtained and appropriate budget adjustments made so that the total budget amount is not exceeded.*

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>— Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	





**Exhibit D**  
**COUNTY OF ALAMEDA**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**EXHIBIT E**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Oakland Pharmacy, Inc., (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

**I. RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

**II. STANDARD DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

**III. SPECIFIC DEFINITIONS**

*Agreement.* “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH

Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

*Contractual Breach.* “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

*Covered Entity.* “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

*Electronic Protected Health Information.* “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

*Exhibit.* “Exhibit” shall mean this HIPAA Business Associate Agreement.

*HIPAA.* “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

*HIPAA Regulations.* “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

*HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

*Privacy Rule and Privacy Regulations.* “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

*Security Rule and Security Regulations.* “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

#### **IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the

Privacy Rule if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## **V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting

the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-

identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

## **VI. INDIVIDUAL CONTROL OVER PHI**

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

## **VII. TERMINATION**

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

### VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the



protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

**Name:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **TAB 7:**

### **COVID-19 Amendments to Existing Contracts:**

- **Alameda Health System**
- **Bay Area Community Health**
- **Tiburcio Vasquez Health Center**
  - **LifeLong Medical Care**
  - **Bahar Amanzadeh, DDS**



DATE: September 18, 2020

TO: Alameda County Health Care for the Homeless Commission

FROM: Staff, Alameda County Health Care for the Homeless

SUBJECT: REQUEST FOR THE ACHCH COMMISSION TO TAKE ACTION: Approval of Amendments to Existing ACHCH Contracts to Augment COVID-19 services and testing

**Background:**

The ACHCH Commission as the ACHCH health center governing board is required to review and approve applications related to ACHCH's Health Center Scope of Project, including contracts, grants and designation applications and other HRSA requests regarding scope of project. The Bureau of Primary Care (BPHC), Health Resources Services Administration (HRSA) is under the U.S. Dept. of Health and Human Services and administers the federal health center program.

**Request:**

ACHCH staff requests approval to amend existing ACHCH contracts to augment COVID-19 services offered by the following health organizations and consultant:

1. Alameda Health System, ACHCH sub-recipient (\$150,000 increase)
2. Community-Based Street Health Outreach (\$10,000 increase each)
  - a. Bay Area Community Health (BACH, previously Tri-City Health Center)
  - b. Tiburcio Vasquez Health Center
  - c. LifeLong Medical Care
3. Dr. Bahar Amanzadeh, ACHCH dental consultant (\$10,000 increase)

**Discussion:**

The requested amendments if approved would augment existing ACHCH contracts that were previously approved by the ACHCH Commission:

- a. *Alameda Health System.* Amending the AHS sub-recipient agreement will increase the availability of COVID-19 preventive, testing, and follow-up services to people experiencing homelessness in Alameda County. As the sub-recipient, Alameda Health System (AHS) receives a portion of ACHCH's federal grant to provide range of Health Center services to homeless population including primary care, specialty care, and mobile health services with the goals of providing primary health care home to people experiencing homelessness.

- b. *Street Health Outreach Teams.* Amending the Street Health Outreach contracts with BACH, Tiburcio Vasquez Health Center and LifeLong Medical Care will increase the availability of COVID-19 preventive, testing, and follow-up services to people experiencing homeless in Alameda County. Services shall include: COVID-19 services and testing operations at shelters, street and community locations, and follow up to improve surveillance and control of COVID infection.

Street Health Outreach Teams provide portable, street-based services to patients experiencing homelessness in encampment, street and other portable care settings. Provision of nursing, clinical, behavioral, substance use and enabling services for new and existing health center patients, with interventions focused on harm reduction, case management, care coordination, housing navigation and outreach and enabling services for unsheltered homeless health center patients

- c. *Dental Consulting.* Amending the ACHCH dental consulting contract will increase access to dental services for people experiencing homelessness through the integration of COVID-19 precautions and prevention efforts into ACHCH and other homeless dental programs.

The recommended augmentations are supported by ACHCH's COVID-19 federal grant awards: the Health Center Coronavirus Aid, Relief, and Economic (CARES) Act from Health Resources and Services Administration (HRSA); ECT and Coronavirus Supplemental Funding for Health Centers from HRSA.

**COMMUNITY-BASED ORGANIZATION MASTER  
CONTRACT AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of 01/01/2020, is a part of the Community Based Organization Master Contract (**No. 900077**) made and entered into by and between the County of Alameda (“County”), and **Alameda Health System**, hereinafter referred to as the “Contractor”.

The Master Contract is hereby amended with respect to Procurement Contract No. 19557 (or the “Procurement Contract”). Procurement Contract No. 19557 is hereby amended (hereinafter, the “First Amendment to Procurement Contract” or “First Amendment”) to provide for additional services related to the COVID-19 health crisis as follows:

1. The attached **Exhibit A – Program Description and Performance Requirements**, including all attachments, is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes the previous Exhibit A, including all its attachments, in its entirety;
2. The attached **Exhibit B –Payment Terms** is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes the previous Exhibit B in its entirety;
3. The attached **Exhibit D-1, Debarment and Suspension Certificate**, is incorporated into this Procurement Contract by this reference. (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this First Amendment and Exhibit D-1, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
    - ii. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
4. The compensation payable to Contractor hereunder shall increase from an amount not to exceed \$785,176 to an amount not to exceed \$935,176 for the term of this Procurement Contract.

**Dept. Contact** Terri Moore      **Phone** (510) 891-8927      **Email** Terri.Moore@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this First Amendment to Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this First Amendment to Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this First Amendment to Procurement Contract.

[signatures on separate page below]

**COUNTY OF ALAMEDA**

**ALAMEDA HEALTH SYSTEM**

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Name Colleen Chawla

Name Delvecchio Finley

Title Director, Health Care Services Agency

Title Chief Executive Officer

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Signature

Name K. Joon Oh

Title Deputy County Counsel

DRAFT

**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Health Care Services Agency Administration and Indigent Health – Alameda County Health Care for the Homeless
<b>Contractor Name</b>	Alameda Health System
<b>Contract Period</b>	January 1, 2020 through December 31, 2020
<b>Type of Services</b>	Homeless Health Center
<b>Procurement Contract No.</b>	19557

This table provides information required by federal government Department of Health and Human Services (HHS) Health Resources Services Agency (HRSA) for subrecipient agreements carried out by Health Center program grantees.

<b>Federal Award Information</b>	
Subaward of Federal funds	Yes
AHS Reregistered Name under the Data Universal Number System (DUNS)	Alameda Health System
AHS DUNS number	103-717-336
AHS EIN	94-2897258
Federal Award Identification Number	H80CS00049
Federal Award Date	January 1, 2020
Sub award Period of Performance Start & End Date	1/1/2020 – 12/31/2021
Amount of federal funds obligated by this action by ACHCH to the subrecipient AHS	\$771,788
Total amount of federal funds obligated to AHS including the current obligation.	\$771,788
Total amount of the federal award committed to AHS.	\$771,788
Total Amount of non-Federal funds Obligated to AHS	\$163,388
Total amount of obligation, including federal and non-federal funding obligated	\$935,176
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Health Center Cluster Funding for Alameda County Health Care for the Homeless Program
Name of Federal Awarding Agency (FAA), Pass-Through Entity (PTE), and Contact Information for Awarding official at Pass-Through Entity	1) FAA: Health Resources and Services Administration / Bureau of Primary Health Care 2) PTE: Alameda County Health Care for the Homeless Program 3) Contact Information for PTE Awarding Official: Project Director: Lucy Kasdin LCSW, ACHCH Program Director
CFDA Number and Name	93.224
Indirect cost rate for the Federal award	None

AHS's indirect cost rate	1) Rate: <u>10%</u> 2) Approved Federally-recognized ICR? (yes/no) <u>NO</u> 3) If no, de minimis cost rate of 10% or negotiated between the parties? (yes/no) <u>YES</u>
Is the award for research and development?	No

THIS AGREEMENT, Procurement Contract No. 19557 is entered into this 1st day of January 2020, by and between COUNTY OF ALAMEDA, California, acting for and on behalf of the Alameda County Health Care Services Agency ("HCSA"), which operates HHS-funded health center Alameda County Health Care for the Homeless ("ACHCH") program, and ALAMEDA HEALTH SYSTEM ("AHS" or "Subrecipient AHS" or "Subrecipient"), which operates the following ambulatory care clinics: Eastmont Wellness, Hayward Wellness, Highland Wellness, Highland Wellness HCP Annex, Highland Same Day Clinic, AHS Mobile Health, Highland Dental Clinic, and Newark Wellness (together, the "Clinics").

RECITALS/DEFINITIONS

Alameda County Health Care for the Homeless ("ACHCH") program is the awardee of HRSA grant funding pursuant to Section 330(h) of the Public Health Service Act ("PHS")(45 U.S.C. § 254b) to provide health care services for people experiencing homelessness in Alameda County. ACHCH is housed within the Alameda County Health Care Services Agency, governed by the Alameda County Board of Supervisors ("Alameda County BOS").

ACHCH health center operations are currently governed by co-applicant board Alameda County Health Care for the Homeless Commission ("ACHCH Commission"). The ACHCH Commission shares health center governing authority with the Alameda County BOS. The Co-Applicant Agreement signed on June 2019 between ACHCH Commission and the Alameda County BOS delineates health center governance authority between these parties.

Awardee ACHCH provides a sub award of its federal grant funding to Alameda Health System ("AHS") to support the HRSA-approved scope of project of the AHS Health Care for the Homeless Center ("Health Center" or "Health Center Program").

AHS is a public hospital authority governed by the Alameda Health System Board of Trustees ("AHS BOT"). Per 45 CFR 75.2, as a non-federal entity receiving a sub award to carry out part of awardee ACHCH's Health Center program, AHS is deemed a subrecipient entity. As a subrecipient entity, AHS is able to determine health center patients; has its performance measured by awardee ACHCH in relation to whether Health Center Program objectives are met; is responsible for programmatic decision making; is responsible for adherence to Health Center requirements specified in the Federal award; and in accordance with the Subrecipient Agreement, uses the sub award to carry out a full range of required and additional Health Center activities. As a subrecipient entity, AHS is also required to be compliant with all HRSA Health Center requirements as defined in the most current HRSA HEALTH CENTER PROGRAM COMPLIANCE MANUAL, including having a Co-Applicant governing board.

AHS has ownership and/or control of the Clinics, which constitute sites of service on the ACHCH HRSA Scope of Services. AHS maintains a subrecipient Co-Applicant Board ("AHS Co-Applicant Board" or "AHS CAB") that—per the terms of the Co-Applicant Agreement between the AHS CAB and AHS BOT—shares governing authority over the AHS health center Program. The Co-Applicant agreement, duly executed by the AHS CAB and BOT in May 2019, delegates the required authorities and functions to

the Co-Applicant Board and delineates the roles and responsibilities of AHS and the Co-Applicant Board in carrying out the Health Center program.

Awardee ACHCH, as the Health Center grantee, monitors the activities of subrecipient AHS to ensure that the sub award is used for authorized purposes, monitors subrecipient AHS compliance with Federal requirements, and reviews financial and performance reports required by ACHCH to ensure that performance goals are achieved.

The HRSA Scope of Project (“HRSA Scope of Project”) under a Section 330 grant defines “the approved service sites, services, providers, service area(s) and target population(s) which are supported (wholly or in part) under the total section 330 grant-related project budget, consistent with applicable statutory and regulatory requirements, Health Center Program Expectations and the mission of the health center.” (HRSA Policy Information Notice, No. 2008-01.) Under the terms of this Subrecipient Agreement (Procurement Contract No. 19557), the ACHCH program, directed by the ACHCH Commission, and subrecipient AHS, directed by the AHS Co-Applicant Board, jointly carry out the HRSA Scope of Project.

Health Center: The term Health Center is used to describe all eligible patients and the services provided to them within the HRSA Scope of Project at sites located on the HRSA Scope of Project, and the costs, both federal grant and non-grant funded, required to provide such services, and all revenue associated with said services.

Health Center Patient: Any and all patients or clients experiencing homelessness as defined by HHS (see HRSA Compliance Manual and Section 330(h) of the PHS Act) who are provided by AHS with services listed on the ACHCH Scope of Services Form 5A at sites listed on the ACHCH Scope of Services Form 5B and reported to ACHCH for inclusion in Uniform Data System (UDS) reporting.

Above all, the parties to the Co-Applicant Agreement acknowledge their mutual commitment and responsibility to work together to serve the best interests of the target population served within the HRSA Scope of Project. Neither the Subrecipient AHS nor ACHCH intend to make any provisions that affect ACHCH’s overall responsibility or accountability to the Federal government.

Therefore, the parties agree as follows:

### **Subrecipient Agreement**

#### **PURPOSE**

This Subrecipient Agreement (“Agreement”) serves as a foundational document, setting forth expectations and framework to guide the collaborative relationship between HRSA grantee Alameda County Health Care for the Homeless program and program subrecipient Alameda Health System, in the joint delivery of ACHCH’s HRSA Health Center Scope of Project. This Agreement establishes administrative, financial and reporting policies, procedures and practices to implement the Subrecipient Agreement effectively and efficiently, and support ACHCH’s efforts to monitor the programmatic efforts carried out by subrecipient AHS, including performance goals and health center compliance, and ensure sound stewardship of Federal Section 330 grant funds.

#### **TERMS**

##### **1. REPRESENTATIVES**

ACHCH shall identify for AHS its official representative, and AHS shall identify for ACHCH its official representative. Communication between ACHCH and AHS for purposes of this grant shall be directed through the so-designated official representatives.

## **2. DUTIES AND RESPONSIBILITIES OF AHS.**

- A. Pursuant to its status as a subrecipient, AHS shall demonstrate that it meets all HRSA Health Center requirements under Health Center Program Statute – Section 330 of the PHS Act (42 U.S.C. §254b) – and the most recent version of HRSA’s Health Center Program Compliance Manual, as well as any and all applicable terms and conditions of the most recent issuance of the ACHCH health center Notice of Award (NoA).
- B. Subrecipient AHS is also subject to distinct statutory, regulatory and policy requirements of other Federal programs for which it might be eligible for and in which it might participate as a result of the Health Center Program award or designation such as, but not limited to:
  - a. Federally Qualified Health Center (FQHC) status, payment rates, and requirements under Titles XVIII (Medicare) and XIX (Medicaid) of the Social Security Act;
  - b. The 340B Drug Pricing Program;
  - c. The National Health Service Corps (NHSC) Program; and
  - d. The Health Center FTCA Medical Malpractice Program.

### **C. Federal Health Center Program Compliance**

Subrecipient AHS is subject to and shall comply with all terms and conditions of the Federal Award, which flow down to Subrecipient AHS, unless a particular section of the terms and conditions of the Federal Award specifically indicates otherwise (ATTACHMENT 1). AHS is responsible for maintaining its Clinics’ operations, including development and implementation of the Clinics’ operating policies and procedures, in compliance with all Health Center Program requirements and all other applicable Federal, state, and local laws and regulations. This includes but is not limited to those protecting public welfare and the environment and prohibiting discrimination; state facility and licensing laws; state scope of practice laws; Centers for Medicare and Medicaid Services (CMS) Conditions for Coverage for FQHCs; and California Medi-Cal requirements.

Subrecipient AHS shall demonstrate compliance with HRSA Health Center program requirements detailed in the HRSA Health Center Program Compliance Manual. The following is an abbreviated list of key elements of HRSA Health Center compliance, and Subrecipient AHS is required to meet all elements of compliance contained in the most recent version of HRSA’s Health Center Program Compliance Manual:

#### **1) Needs Assessment**

- A. AHS will carry out annual health center Service Area Review, and agrees to participate in the ACHCH Health Center Needs Assessment process and supply utilization, geographic, demographic, economic, health status, and racial disparities data for health center patients and outcome data for health center patients requested by ACHCH.

#### **2) Provision of Required and Additional Health Services**

- A. AHS agrees to and will provide or arrange for the provision of required and additional health care services to health center patients defined on the most recent HRSA-approved Health Center program Form 5A Scope of Services specific to subrecipient AHS (ATTACHMENT 2)
- B. AHS will ensure access to interpretation and translation services that are responsive to the needs of health center patients of limited English-speaking ability.



- C. AHS will provide guidance to appropriate staff members with respect to cultural sensitivities and needs of health center patients.
- 3) Clinical Staffing**
- A. AHS will ensure that it has clinical staff to carry out all required and additional services included in the HRSA-approved scope of project.
  - B. AHS will consider the size, demographics, and health needs of its homeless patient population in determining the number and mix of clinical staff necessary to ensure reasonable patient access to health center services.
  - C. AHS will demonstrate that it has operating procedures and records for the initial and recurring review of credentials and privileges for all clinical staff members (e.g., licensed independent practitioners (LIPs), other licensed or certified practitioners (OLCPs) providing services on behalf of the health center) who are health center employees, individual contractors, or volunteers, in accordance with the HRSA Health Center Program Compliance Manual.
- 4) Accessible Locations and Hours of Operations**
- A. AHS will ensure that required and additional health care services provided at AHS-specific service sites of the health center scope of project (ATTACHMENT 3) will be available and accessible promptly, as appropriate, and in a manner which ensures continuity of services to homeless health center patients.
- 5) Coverage for Medical Emergencies During and After Hours**
- A. AHS will maintain provisions for promptly responding to health center patient medical emergencies both during regular hours and after regularly scheduled hours, in accordance with the HRSA Health Center Program Compliance Manual.
- 6) Continuity of Care and Hospital Admitting**
- A. AHS will provide required and additional health care services promptly and in a manner which will assure continuity of services to homeless health center patients.
- 7) Sliding Scale Fee Discount Program**
- A. AHS will provide care in a manner such that no health center patient shall be denied service due to an individual's inability to pay. Consistent with this commitment, AHS will maintain a schedule of fees and maintain a schedule of discounts (Sliding Fee Discount Schedule) in accordance with the HRSA Health Center Program Compliance Manual.
- 8) Quality Improvement / Risk Management**
- A. AHS will have a AHS CAB-approved health center quality improvement/assurance system that is specific to the homeless health center, and addresses the quality and utilization of health center services, patient satisfaction and grievance processes and patient safety, including adverse events, includes clinical services administration and clinical management, and maintains the confidentiality of patient records.
- 9) Key Management Staff**
- A. AHS will maintain key management staff sufficient to carry out health center operations. AHS will report to ACHCH the names of current key management positions (key management staff may include the AHS Homeless Health Center Director, Chief Executive Officer, Chief Medical Officer, Chief Finance Officer, Director of Ambulatory Care Services, and Chief Information Officer).

- B. AHS will directly employ a Health Center Program Director who reports to the AHS CAB and is responsible for overseeing key management staff in carrying out day-to-day activities necessary to fulfill the HRSA-approved scope of project.

**10) Contracts and Sub Awards**

- A. AHS will maintain written procurement procedures that comply with federal procurement standards, including a process for ensuring that all procurement costs directly attributable to the federal sub award are allowable, and consistent with Federal Cost Principles (45 CFR 75 Subpart E: Cost Principles) and the HRSA Compliance Manual.
- B. If any portion of the services under this Agreement are to be performed by a third party, Subrecipient AHS will submit a formalized, written agreement to ACHCH administration for written approval prior to the execution of the contract and the provision of such services by the third party for Subrecipient AHS. Failure by Subrecipient AHS to initiate request and receive written prior approval may result in the disallowance of payments related to unapproved services by a third party.

**11) Conflict of Interest**

- A. AHS will maintain and implement written standards of conduct that apply, at a minimum, to its procurements paid for in whole or in part by the Federal sub award, in accordance with the HRSA Health Center Program Compliance Manual, and applicable to all health center employees and board members.

**12) Collaborative Relationships**

- A. AHS will make every reasonable effort to establish and maintain collaborative relationships and integrate activities with other countywide health care and homeless services providers, to provide health center patients access to services not available through the health center and to reduce the non-urgent use of hospital emergency departments.

**13) Financial Management and Accounting Systems**

- A. In accordance with Health Center Program Compliance Manual, AHS will utilize a financial management and internal control system that reflects Government Accounting Standards Board (GASB) principles for public agency health centers. AHS financial management system shall be able to account for Federal award made under the Health Center Program in order to identify the source (receipt) and application (expenditure) of funds for federally funded activities in whole or in part.
- B. AHS will document that any non-grant revenue generated from health center program activities, in excess of what is necessary to support the HRSA-approved total Health Center program project budget, are utilized to further the objectives of the project, by benefiting the current or proposed patient population, and are not utilized for purposes that are specifically prohibited by the HRSA Health Center Program.

**14) Billing and Collections**

- A. AHS will maintain clear registration, eligibility, outreach, and enrollment procedures specific to the homeless health center population being served.
- B. AHS will maintain billing policies and procedures for health center patients, actively bill to payers, and share specific details of health center patient billing and revenue with ACHCH staff upon request.

- C. AHS will participate and maintain enrollment in Medi-Cal, Medicare FQHC, and other public or private assistance or insurance programs.
- D. A Fee Schedule for all services within the Health Center scope of project will be updated annually and shared with ACHCH program.
- E. The AHS health center services will be carried out in a manner such that no patient will be denied service due to an individual's inability to pay for such services. Consistent with this commitment, any fees or payments required by the center for health care services may be reduced or waived in accordance with AHS's sliding fee discount/Charity Care Program.

**15) Budget**

- A. AHS will develop and maintain an annual budget that reflects projected costs, revenue, and staffing of AHS scope of project health center activities, identifying costs both supported with Federal and non-federal funding, consistent with Federal Cost Principles. This budget will be submitted annually in anticipation of ACHCH Budget Period Renewal and/or Services Area Competition.

**16) Data Reporting Systems**

- A. AHS will maintain systems for monitoring health center program performance, to ensure that Federal and ACHCH health center performance expectations are being achieved. AHS will compile and report data and other information as required by HRSA and the ACHCH program, including costs, utilization, access, acceptance and availability of services in a timely manner.

**17) Board Authority.**

- A. Subrecipient AHS will maintain a governing board (herein referred to as the "Co-Applicant Board" or "AHS CAB") with specific responsibility for oversight and governance of the Health Center Program within Alameda Health System, and shall carry out its governance authorities and responsibilities in accordance with the provisions set forth by HRSA (including Health Center Program Compliance Manual), the AHS Co-Applicant agreement, and the AHS Co-Applicant Board Bylaws. The Co-Applicant Board will work cooperatively with the AHS BOT to support and guide the Health Center in its mission to provide comprehensive health care that is quality-driven, affordable and culturally competent to individuals experiencing homelessness in Alameda County, while ensuring compliance with HRSA grant requirements.

**D. AHS Health Center Program Performance Goals**

Under the terms of this Subrecipient Agreement, Subrecipient AHS will work with ACHCH to carry out a substantial portion of the ACHCH HRSA Health Center Scope of Project. The specific portions of the HRSA-approved scope of project to be performed by subrecipient AHS can be broken down into two major areas:

1. **Clinic-based Primary and Specialty Health Care Services** provided at the following Scope of Services Sites: Highland Wellness, Eastmont Wellness, Same Day Clinic at Highland Wellness, Hayward Wellness, Newark Wellness, AHS Highland Dental Clinic, and Highland Wellness HCP Annex.
2. **Mobile Health Care Services** carried out by AHS as Scope of Services Site AHS HCH MOBILE CLINIC #1.

Performance goals for these two portions of the HRSA-Approved scope of project are as follows:

1. **Clinic-based Primary and Specialty Health Care Services:**

AHS shall provide a comprehensive set of required and additional health center health care services to Alameda County residents experiencing homelessness, including but not limited to accessible primary care, preventative, enabling, behavioral health, substance use, dental, optical and specialty care services as outlined on Attachment 2 (HRSA Scope of Services Form 5A). AHS will work to ensure that health center patients are able to access these comprehensive health care services in a manner compliant with HRSA health center requirements (section 2-C of this Exhibit A) and provided with sensitivity and in response to the varied and emerging health care needs of the target population being served.

The following are specific performance goals established by ACHCH to guide the efforts of AHS in carrying out their portion of the ACHCH HRSA-Approved Scope of Project in clinic-based primary and specialty care services:

- a. **Homeless Screening and Data Systems:**
  1. AHS will demonstrate the regular training activities of registration and enrollment staff to ensure that homeless and housing status screening is carried out in an effective manner, including sharing copies of training materials, dates of training sessions, training materials, and copies of updated scripts, procedures and documents used in screening patients for homeless status, as requested.
  2. AHS will demonstrate data validation activities to ensure the validity of homeless patient housing data.
  3. AHS will demonstrate that electronic health records systems allow clinicians to view a patient's housing status within patient medical chart at visit, and that a patient's housing status can be updated by clinicians during a medical visit.
- b. **ACHCH Homeless Health Center System of Care:** Required enabling, behavioral, and specialty care services for homeless health center patients at AHS clinics as needed: AHS will demonstrate how homeless health center patients are screened for and provided with enabling services including community-wide homeless services, behavioral health care services including substance use and MAT, and specialty care services where indicated.
- c. **Patient Experience/Patient Satisfaction:** AHS will demonstrate commitment to development of mechanisms to carry out health center-specific patient experience surveys and/or other mechanisms of evaluating health center patient satisfaction/experience, through the development and submission of an action plan by March 31 2020, and in reporting quarterly progress towards meeting this goal.
- d. **Patient Charges and Fees:** AHS develop and maintain a process for reviewing and overseeing fees charged to health center patients, and will develop and maintain a process for reversing and correcting any health center patient who is incorrectly charged with fees.
- e. **340B Discount Pharmacy Participation:** AHS shall ensure program integrity and maintain accurate records documenting compliance with all 340B Program requirements for all Clinics claiming 340B status under 340B Covered Entity status of ACHCH program. In accordance with Exhibit A Attachment 6, AHS must keep accurate and up to date 340B database information, including recertification information and Authorized Officials, including assigned responsible persons for 340B compliance and quality improvement. HCSA and/or ACHCH will timely

perform, on an annual basis, the recertification of the Clinics' eligibility for remaining in the 340B Drug Pricing Program.

- f. **Patient Grievance/Adverse Events:** AHS will demonstrate commitment to carry out health center-specific evaluation, resolution and reporting of grievances and adverse events specific to health center patients through the development and submission of an action plan March 31 2020, and in reporting quarterly progress towards meeting this goal.
  - g. **AHS Homeless Health Center Project Director:** To support AHS homeless health center, the ACHCH program will use non-federal funds to fund the salary of a 0.50 FTE AHS Homeless Health Center Project Director position. This Homeless Health Center Director position will oversee system-wide homeless health center operations and compliance, patient services, report to the AHS CAB, direct health center QI activities and partner with the ACHCH program.
2. **Mobile Clinic-Based Health Care Services** The pass-through of federal HRSA grant funds described in this Subrecipient Agreement is in large part designed to support AHS' operation of mobile health unit PM2A, owned by the ACHCH program and acquired with federal health center funding. Mobile clinic-based health activities are carried out by Subrecipient AHS as the "AHS HCH MOBILE CLINIC #1" site on the ACHCH Scope of Project, known as AHS Mobile Health. AHS with the support of ACHCH will develop and implement the AHS Mobile Health Clinic in accordance with the Mobile Health Program Design.

In addition to carrying out basic AHS Mobile Health services in accordance with the AHS Mobile Health Program Design, AHS will work to meet the following AHS Mobile Health performance goals:

- a. AHS shall provide 1200 medical visits annually.
- b. AHS shall provide 1200 enabling services visits annually.
- c. AHS shall provide services at a minimum of eight mobile clinic service sites each month at locations that account for both geographic distribution and density of homeless population by city based on the 2019 Point In Time Count, to serve the needs of those most impacted by unsheltered homelessness, and working to address racial disparities in terms of access to care. AHS shall engage in community engagement activities designed to promote Mobile Health services and linkages.
- d. Patient Experience/Patient Satisfaction will be documented through a patient experience survey tool created specifically for AHS Mobile Health patients. Survey results will be evaluated, acted upon where possible and reported to ACHCH on a regular basis.
- e. Results-Based Accountability is the framework used by the Alameda County Health Care Services Agency (HCSA) to measure effectiveness of County-funded health care initiatives. AHS and ACHCH shall jointly develop specific RBA measures to track performance in service AHS Mobile Health patients, included in ATTACHMENT 7.

#### **E. AHS Health Center Performance Reporting**

Subrecipient AHS will provide ACHCH with all UDS and performance reports required under this Subrecipient Agreement in a timely manner. Areas of required reporting specific to the areas of the health center scope of project are:

1. **Clinic-based Primary Care and Specialty Health Care Services Reporting:**

- a. **Uniform Data System (UDS) Patient Utilization Data:** AHS shall provide on a monthly basis an electronic file of all required UDS patient visit level data, as described in ATTACHMENT 4, and in compliance with the most recent edition of the HRSA UDS manual, delivered in a secure manner before the 15<sup>th</sup> day of the following month.
- b. **UDS Clinical Measures Reporting:** AHS shall develop and provide to ACHCH a health center-wide universal report for required UDS Clinical Measures as defined in the most recent UDS Manual, by February 1 for the previous calendar year.
- c. **Financial Reporting:** AHS shall provide ACHCH with HRSA-required financial data reporting needed for calendar year UDS reporting (due February 1) and financial (budget, staffing, revenue) projections required for Budget Period Renewal and/or Services Area Competition renewal budget process, by August 1.
- d. **Health Center Patient Fees:** AHS will provide ACHCH with a listing of all homeless health center patients that have been charged any fees on a quarterly basis, including mobile health patients and clinic-based health center patients, along with specific information as to the status or resolution of patient charges.
- e. **Other Reporting as Needed:** AHS will, where feasible, provide ACHCH with other types of clinical, financial or administrative reporting on an as-needed basis—as part of Health Center Program Compliance Monitoring or for monitoring of specific performance goals—in a timely manner in response to ACHCH requests.

2. **Mobile Health Care Services Reporting:**

- i. **UDS Utilization Data:** Mobile Health UDS utilization data will be included as part of AHS monthly UDS patient visit level data reports.
- ii. **Mobile Health Performance Reporting:** AHS shall provide regular reporting on a quarterly basis with data for the performance goals outlined in Section D.2, and the Results Based Accountability measures outlined in ATTACHMENT 7.

F. **AHS Communication**

1. AHS will maintain a Homeless Coordination Office to support the organizational needs to track data, maintain compliance with regulatory and contractual requirements, and to provide support to staff serving patients experiencing homelessness. The Homeless Coordination Office is the liaison between AHS and ACHCH and is charged with monitoring the Section 330(h) program requirements, providing written reports to ACHCH and AHS departments, Boards, councils, and committees. The Homeless Coordination Office staff may participate in other committees throughout AHS to maintain a system-wide perspective on the patient experience, processes, and outcomes for patients experiencing homelessness.
2. AHS shall inform ACHCH's designated official, designated pursuant to Section 1 ("Representatives"), of Clinic developments likely to affect ACHCH. ACHCH shall confirm the receipt of these communications in writing. Such developments include the following, without limitation:
  - i. Requests for the addition or discontinuation of any services provided at the Clinics pursuant to this Agreement; and
  - ii. The results of any federal or state government audits of Clinic services provided pursuant to this Agreement, if AHS determines that such results are likely to affect ACHCH.

3. Within 30 days of the execution date of this Agreement, Contractor shall provide updated information and documentation to the ACHCH Designated Official for the following information categories:
  - a. HEALTH CENTER PROJECT DIRECTOR: Name/Title
  - b. CO-APPLICANT BOARD MEMBERS: Names/Titles
  - c. STATE LICENSURE: Highland Wellness, Eastmont Wellness, Hayward Wellness, Highland Wellness, Highland Wellness HCP Annex, Highland Same Day Clinic, AHS Mobile Health, Highland Dental Clinic, and Newark Wellness are exempt from licensure per Section 1206 (b) of the CA Health and Safety Code.
  - d. DUNS: #800778909
  - e. PROOF OF FEDERAL GOVERNMENT SYSTEM OF AWARD MANAGEMENT (SAM) REGISTRATION

AHS shall provide to the ACHCH Designated Official updated information or documentation regarding any of the information categories above within 15 days after a change or an update is required.

4. AHS shall secure and maintain, or cause to be secured and maintained, with respect to the Clinics, during the term of this Agreement, Worker's Compensation and Employer's Liability, Comprehensive General and Professional Liability (including Personal Injury, Products and Completed Operations Liability and Blanket Automobile Liability) insurance providing minimum limits of liability as mutually agreed. Such insurance may be included as part of larger policies which cover other, similar activities of AHS. Details and definitions are further outlined in Exhibit C, attached hereto and made a part of this Agreement.

### **3. DUTIES AND RESPONSIBILITIES OF ACHCH**

- A. Above all, ACHCH acknowledges the collaborative spirit and relationship of this relationship, which provides service and benefit to the ACHCH health center and to the population of Alameda County residents experiencing homelessness.
- B. Compliance with Applicable Laws: The ACHCH Commission, as co-applicant governing board of the ACHCH health center, shall have sole responsibility of the operation of ACHCH in accordance with all applicable federal and state laws and regulations, including those related to Section 330(h) grantees, under the terms of the Co-Applicant Agreement.
- C. As the pass-through Agency administering the HRSA Health Center Scope of Project, under the direction of ACHCH health center governing board ACHCH Commission, ACHCH holds fiduciary and administrative responsibility for ensuring subrecipient status, assessment of risk and that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, the terms and conditions of this subaward. ACHCH must monitor Subrecipient financial and performance activities for compliance with health center requirements and performance goal achievements. Monitoring will include review of required financial and performance reports, ensuring deficiency corrective actions and enforcement actions.
- D. Submission of Records to Governmental Entities. ACHCH shall be responsible for the submission of any documentation to HRSA, as is required for Section 330 grantees, and as is required as a condition of AHS or ACHCH's participation in Medicaid/Medi-Cal in relation to services rendered at the Clinics. Such documentation includes without limitation annual reports, budgets or other materials documenting services provided to the homeless population at the Clinics.
- E. Communication.  
ACHCH shall include AHS's Designated Official, designated pursuant to Section 1 ("Representatives"), in all distribution lists for clinical service providers to ACHCH. ACHCH shall promptly notify AHS of any and all developments that may affect AHS's role in ACHCH or its delivery

of services pursuant to this Agreement. AHS shall confirm the receipt of these communications in writing. Such communications shall include without limitation:

- a. Any correspondence to or from HRSA that could affect duties and responsibilities of AHS or ACHCH under this Agreement or AHS or ACHCH's participation in Medicaid/Medi-Cal,
- b. Any changes in Federal or State laws, regulations, or policies that may reasonably affect the rendering of services by AHS pursuant to this Agreement, and
- c. Timely notification of upcoming health center audits.

**F. Health Center Program Monitoring:** ACHCH monitoring of Subrecipient AHS includes:

- 1) Health Center Compliance Monitoring ("Site Visits")
  - a. ACHCH will carry out quarterly site visits, in accordance with the provisions set forth in the most recent version of the Health Center Program Compliance Manual, to monitor AHS compliance with applicable HRSA Health Center regulations. Site Visits shall include prior requests for updated documentation supporting health center compliance, and such documentation shall be made available by AHS before or during Site Visits. ACHCH staff shall also request presence of key management or operations staff at Site Visits. ACHCH staff shall issue reports of observations, recommendations and findings. Issues that are identified as findings will require evidence of corrective action in a timely manner by AHS. See ATTACHMENT 5 (SUBRECIPIENT MONITORING SCHEDULE 2020).
  - b. ACHCH shall have the right to request, review, and require corrective action to issues related to health center compliance.
- 2) Subrecipient Performance Goals
  - a. Clinic-based Primary Care and Specialty Care: ACHCH shall carry out monthly AHS-ACHCH Coordination Meetings in which performance goals related to Clinic-based Primary and Specialty Care services will be discussed, updated and monitored.
  - b. Mobile Clinic-based Health Care: ACHCH staff shall meet with AHS staff to evaluate AHS Mobile Health performance goals and data on a quarterly basis.
- 3) Corrective Action Procedures: In the event of failure by AHS to meet compliance or contracted obligations, ACHCH designated officials shall require AHS to develop a corrective action plan in an agreed-upon timely manner. Failure to comply with corrective action plan will result in financial sanctions up to and including termination of Subrecipient Agreement (see Section 5.B).

**4. AHS AND ACHCH JOINT RESPONSIBILITIES:**

- A. The parties acknowledge and affirm their mutual obligations and responsibilities to meet the objectives of the HRSA-approved ACHCH Homeless Health Center program.
- B. Federal Funding Limitations for Use of Pass-Through Funds: Pursuant to the FY 2018 Consolidated Appropriations Act (Public Law 115-141), it is also a requirement and the responsibility of both parties to acknowledge HRSA when describing projects or programs funded in whole or in part with HRSA funds.
- C. Both parties are required to demonstrate compliance with statutory provisions that limit the use of federal funds in the manners outlined in Public Law 115-141.
- D. The ACHCH Mobile Health vehicle is to be co-branded as an AHS clinic in partnership with Alameda County Health Care Services Agency. Mobile unit signage changes should only take place with prior written approval by Alameda County Health Care Services Agency.



- E. AHS must receive prior written approval from Alameda County Health Care for the Homeless for the location of any new program facilities.
- F. Both parties shall make an effort to send representatives to regular Co-Applicant monthly meetings of the Alameda County Health Care for the Homeless Commission and the Alameda Health System Co-Applicant Board.

**5. TERM AND TERMINATION.**

- A. The term of this Agreement shall commence as of January 1, 2020 and shall continue in full force and effect until December 31, 2020, unless sooner terminated as herein provided.
- B. **Termination**
  - 1) Upon Notice. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.
  - 2) Upon Material Change in Circumstances. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, in the event of substantive change in the federal law or regulations governing ACHCH and/or AHS and its Clinics, or in the event of decreased or elimination of funding, such that the intention of either of the parties in entering this Agreement has been materially altered.

**6. MISCELLANEOUS TERMS.**

**A. Form of Agreement.**

This Agreement is intended as the complete integration of all understandings between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any other agreements with respect to its subject matter, and no other provisions or documentation not contained or expressly incorporated in this Agreement shall form a part of this Agreement. Any amendments shall be in writing signed by authorized representatives of both parties. The following exhibits that are attached to this Agreement are expressly incorporated in this Agreement by this reference: Exhibit A (which includes Attachments 1-7,) Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

**B. Signatory.**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**C. No Third Party Beneficiaries.**

This Agreement shall not confer any benefit or rights upon any person other than AHS and ACHCH, and no third party shall be entitled to enforce any obligation, responsibility or claim of either party to this Agreement, unless expressly provided otherwise. It is the express intention of ACHCH and AHS that any third party receiving services or benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

**D. Independent Contractors.**

The relationship between the parties will be that of independent contractors, and nothing in this Agreement shall be construed to establish a partnership, joint venture, or other relationship between the parties, nor between either party or the employees of the other party.

**E. No Discrimination in Employment.**

In connection with the performance of work under this Agreement, ACHCH and AHS agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agree to insert the foregoing provision in all subcontracts hereunder.

**F. Notices.**

Notices concerning termination of this Agreement, notice of alleged or actual violation of the terms or provisions of this Agreement, and other notices shall be given to each party at:

<b>Alameda County Health Care for the Homeless Program</b> Colleen Chawla, Director Health Care Services Agency 1000 San Leandro Blvd., Ste. 300 San Leandro, CA 94577 Colleen.chawla@acgov.org	<b>Alameda Health System</b> Delvecchio Finley, CEO Alameda Health System 1411 East 31st Street Oakland, CA 94602-1018 Dfinley@alamedahealthsystem.org
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Said notice shall be delivered personally during normal business hours to the appropriate office as indicated above; or by prepaid U.S. Certified Mail, Return Receipt Requested; or by email. Mailed notice shall be deemed effective upon deposit with the U.S. Postal Service; email notices shall be deemed effective only upon the receiving party's written confirmation of receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**G. Assignment or Subcontracting**

Neither party will assign, pledge, transfer, or subcontract its duties and rights in this Agreement, in whole or in part, without first obtaining the prior written consent of the other party.

**H. No Waiver of Rights**

No assent or waiver, expressed or implied, to or of any breach of a covenant, provision, or condition of this Agreement shall be construed as a waiver of any other breach.

**I. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of California.

**J. Paragraph Headings**

The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed to define or limit its terms and provisions.

**K. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

**7. NATURE OF RELATIONSHIP**

- A. Neither ACHCH nor any of its personnel providing services under this Agreement shall be considered to be employees of AHS.
- B. Neither AHS nor any of its personnel providing services under this agreement shall be considered to be employees of ACHCH. In carrying out the work contemplated herein, AHS shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and AHS agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

**8. CONFIDENTIALITY**

- A. Both AHS and ACHCH (and their employees, agents, and contractors) shall maintain the confidentiality of all patient and/or individual agency information in accordance with all applicable state and federal laws and regulations regarding the confidentiality of such information. Both AHS and ACHCH (and their employees, agents, and contractors) shall not divulge such confidential

information to any third parties without the patient's or agency's prior written consent, except, as to patients, except as authorized by law or as necessary to treat such patient.

- B. AHS and ACHCH shall comply with all requirements established by HIPAA and other applicable confidentiality laws and regulations regarding safeguarding and protecting individually identifiable health information from unauthorized disclosure.
- C. AHS and ACHCH shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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**EXHIBIT B  
PAYMENT TERMS**

**I. Budget Summary**

<b>Budget Item</b>	<b>ACHCH Federal pass-through Funding</b>	<b>FY2020 CARES Supplemental Funding</b>	<b>ACHCH non-Federal funding</b>
<b>Personnel Expenses</b>			
AHS Homeless Health Center Director 0.5FTE		24,508	163,388
Mobile Health Specialist 2.0 (Mobile Health)	141,960	5,962	
Medical Assistant 1.0 (Mobile Health)	56,186	2,910	
Practice Manager 1.0FTE	144,300		
Nurse Practitioner .25 (Mobile Health)	68,263	41,888	
Medical Support Staff 1.0 (Mobile Health)	63,107	3,155	
<b>Total Salary</b>	<b>473,816</b>	<b>78,423</b>	<b>163,388</b>
Benefits	102,462	32,940	
<b>Personnel Expenses Subtotal</b>	<b>576,278</b>	<b>111,363</b>	<b>\$163,388</b>
<b>Operating Expenses</b>			
Routine Maintenance	1,800		
Mobile Health IT	8,400		
Telehealth Infrastructure (homeless registry)		15,000	
Office Supplies	1,500		
Medical Supplies	1,500	10,000	
Patient Hygiene supplies	1,000		
Pharmacy	10,000		
Training	5,000		
<b>Operating Expenses Subtotal</b>	<b>29,200</b>	<b>25,000</b>	
<b>Indirect Expenses (Not to exceed 10.0% of total)</b>	<b>20,173</b>	<b>13,637</b>	
<b>Total</b>	<b>621,788</b>	<b>150,000</b>	<b>163,388</b>

<b>Budget Item</b>	<b>ACHCH Federal pass-through Funding</b>	<b>FY2020 CARES Supplemental Funding</b>	<b>ACHCH non-Federal funding</b>
<b>Personnel Expenses</b>			
AHS Homeless Health Center Director 0.5FTE		\$ 24,508	\$ 163,388
Mobile Health Specialist 2.0 (Mobile Health)	\$ 141,960	\$ 5,962	
Medical Assistant 1.0 (Mobile Health)	\$ 56,186	\$ 2,910	
Practice Manager 1.0FTE	\$ 144,300		

Nurse Practitioner .25 (Mobile Health)	\$ 68,263	\$ 41,888	
Medical Support Staff 1.0 (Mobile Health)	\$ 63,107	\$ 3,155	
<b>Total Salary</b>	<b>\$ 473,816</b>	<b>\$ 78,423</b>	<b>\$163,388</b>
Benefits	\$ 102,462	\$ 32,940	
<b>Personnel Expenses Subtotal</b>	<b>\$576,278</b>	<b>\$ 111,363</b>	<b>\$163,388</b>
<b>Operating Expenses</b>			
Routine Maintenance	\$1,800		
Mobile Health IT	\$8,400		
Telehealth Infrastructure (homeless registry)		15,000	
Office Supplies	\$1,500		
Medical Supplies	\$1,500	10,000	
Patient Hygiene supplies	\$1,000		
Pharmacy	\$10,000		
Training	\$5,000		
<b>Operating Expenses Subtotal</b>	<b>\$29,200</b>	<b>25,000</b>	
<b>Indirect Expenses (Not to exceed 10.0% of total allocation)</b>	<b>\$20,173</b>	<b>13,637</b>	
<b>Total</b>	<b>\$621,788</b>	<b>\$150,000</b>	<b>\$163,388</b>

County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column “ACHCH Pass-through Funding”, unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

## II. Terms and Conditions of Payment

### A. Reimbursement

- Contractor shall invoice the County during the contract period for actual expenses incurred according to the following schedule:

Invoice	Service Period	Submission Deadline
1 <sup>st</sup>	January 1, 2020 through January 31, 2020	February 15 <sup>th</sup> , 2020
2 <sup>nd</sup>	February 1, 2020 through February 28, 2020	March 15 <sup>th</sup> 2020
3 <sup>rd</sup>	March 1, 2020 through March 31, 2020	April 15 <sup>th</sup> 2020
4 <sup>th</sup>	April 1, 2020 through April 30, 2020	May 15 <sup>th</sup> 2020
5 <sup>th</sup>	May 1, 2020 through May 31, 2020	June 15 <sup>th</sup> 2020
6 <sup>th</sup>	June 1, 2020 through June 30, 2020	July 15 <sup>th</sup> 2020
7 <sup>th</sup>	July 1, 2020 through July 31, 2020	August 15 <sup>th</sup> 2020

8 <sup>th</sup>	August 1, 2020 through August 31, 2020	September 15 <sup>th</sup> 2020
9 <sup>th</sup>	Sept 1, 2020 through Sept 30, 2020	October 15 <sup>th</sup> 2020
10 <sup>th</sup>	October 1, 2020 through October 31, 2020	November 15 <sup>th</sup> 2020
11 <sup>th</sup>	November 1, 2020 through November 30, 2020	December 15 <sup>th</sup> 2020
12 <sup>th</sup>	December 1, 2020 through December 31, 2020	January 15 <sup>th</sup> 2021

2. Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$935,176** and monthly payments may not exceed **\$77,931** without prior written approval from Alameda County Health Care for the Homeless program (ACHCH). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **January 15, 2021**.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to ACHCH.
4. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from ACHCH. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by Contractor within thirty (30) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by ACHCH.

B. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section EAHS Health Center Performance Reporting), and shall be sent to:


ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
ATTN: TERRI MOORE, ACHCH CONTRACTS MANAGER  
1404 FRANKLIN STREET, STE 200  
OAKLAND, CA 94612

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency Health Care for the Homeless Program. Terri Moore, Contracts Manger at Terri.Moore@acgov.org.

**EXHIBIT A**

**ATTACHMENT 1**

ACHCH Health Center HRSA Notice of Award

1. DATE ISSUED: 11/18/2019		2. PROGRAM CFDA: 93.224		 <p>U.S. Department of Health and Human Services <b>HRSA</b> Health Resources and Services Administration</p> <p><b>NOTICE OF AWARD AUTHORIZATION (Legislative/Regulatory)</b> Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended. Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330(e), 42 U.S.C. 254b Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b) Public Health Service Act, Section 330, as amended (42 U.S.C. 254b) Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) Public Health Service Act, Section 330(e), (f), (i), or (j), as amended (42 U.S.C. 254b(e), (f), (i) and/or (j)) The Health Center Program is authorized by Section 330(e), (f), (i) and/or (j) of the Public Health Service Act, as amended (42 U.S.C. § 254b(e), (f), (i), and/or (j)). Specifically, HRSA supplemental funding will be awarded under section 330(e)</p>																																																			
3. SUPERSEDES AWARD NOTICE date: <i>(except that any additions or deletions previously imposed remain in effect unless specifically recorded.)</i>																																																							
4a. AWARD NO.: 2 H8DCS00047-19-00	4b. GRANT NO.: H8DCS00047	5. FORMER GRANT NO.: H66CS00456																																																					
6. PROJECT PERIOD: FROM: 11/01/2021 THROUGH: 12/31/2022																																																							
7. BUDGET PERIOD: FROM: 01/01/2020 THROUGH: 12/31/2020																																																							
8. TITLE OF PROJECT (OR PROGRAM): Health Center Program																																																							
9. GRANTEE NAME AND ADDRESS: ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY Division Line: Alameda County Health Care for the Homeless Program 1404 Franklin St Ste 200 Oakland, CA 94612-3208 DUNS NUMBER: 101373004 BHCMS# 090870		10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) DAVID MODERSBACH ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY 1404 Franklin St Oakland, CA 94612-3208																																																					
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participants		12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:																																																					
<table border="0"> <tr><td>a. Salaries and Wages:</td><td>\$2,608,928.00</td></tr> <tr><td>b. Fringe Benefits:</td><td>\$1,203,926.00</td></tr> <tr><td>c. Total Personnel Costs:</td><td>\$3,812,854.00</td></tr> <tr><td>d. Consultant Costs:</td><td>\$0.00</td></tr> <tr><td>e. Equipment:</td><td>\$0.00</td></tr> <tr><td>f. Supplies:</td><td>\$109,100.00</td></tr> <tr><td>g. Travel:</td><td>\$18,840.00</td></tr> <tr><td>h. Construction Materials and Renovation:</td><td>\$0.00</td></tr> <tr><td>i. Other:</td><td>\$536,428.00</td></tr> <tr><td>j. Consortium/Contractual Costs:</td><td>\$18,097,289.00</td></tr> <tr><td>k. Trainee Related Expenses:</td><td>\$0.00</td></tr> <tr><td>l. Trainee Stipends:</td><td>\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees:</td><td>\$0.00</td></tr> <tr><td>n. Trainee Travel:</td><td>\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS:</td><td>\$22,574,511.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&amp;W/TA/DC):</td><td>\$238,145.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET:</td><td>\$22,812,656.00</td></tr> <tr><td>    I. Less Non-Federal Share:</td><td>\$18,829,264.00</td></tr> <tr><td>    II. Federal Share:</td><td>\$3,983,392.00</td></tr> </table>		a. Salaries and Wages:	\$2,608,928.00	b. Fringe Benefits:	\$1,203,926.00	c. Total Personnel Costs:	\$3,812,854.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$109,100.00	g. Travel:	\$18,840.00	h. Construction Materials and Renovation:	\$0.00	i. Other:	\$536,428.00	j. Consortium/Contractual Costs:	\$18,097,289.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$22,574,511.00	p. INDIRECT COSTS (Rate: % of S&W/TA/DC):	\$238,145.00	q. TOTAL APPROVED BUDGET:	\$22,812,656.00	I. Less Non-Federal Share:	\$18,829,264.00	II. Federal Share:	\$3,983,392.00	<table border="0"> <tr><td>a. Authorized Financial Assistance This Period</td><td>\$3,983,392.00</td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td>    I. Additional Authority</td><td>\$0.00</td></tr> <tr><td>    II. Offset</td><td>\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Years Funds</td><td>\$2,323,645.00</td></tr> <tr><td>d. Less Cumulative Prior Awards (e) This Budget Period</td><td>\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$1,659,747.00</td></tr> </table>		a. Authorized Financial Assistance This Period	\$3,983,392.00	b. Less Unobligated Balance from Prior Budget Periods		I. Additional Authority	\$0.00	II. Offset	\$0.00	c. Unawarded Balance of Current Years Funds	\$2,323,645.00	d. Less Cumulative Prior Awards (e) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$1,659,747.00
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21	\$4,064,392.00																																																						
		14. APPROVED DIRECT ASSISTANCE BUDGET: (in title of cost)																																																					
		<table border="0"> <tr><td>a. Amount of Direct Assistance</td><td>\$0.00</td></tr> <tr><td>b. Less Unawarded Balance of Current Years Funds</td><td>\$0.00</td></tr> <tr><td>c. Less Cumulative Prior Awards (e) This Budget Period</td><td>\$0.00</td></tr> <tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td>\$0.00</td></tr> </table>		a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Years Funds	\$0.00	c. Less Cumulative Prior Awards (e) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00																																												
a. Amount of Direct Assistance	\$0.00																																																						
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c. Less Cumulative Prior Awards (e) This Budget Period	\$0.00																																																						
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00																																																						



<b>15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b> <b>A=Addition B=Deduction C=Cost Sharing or Matching D=Other</b> <span style="float:right"><b>[D]</b></span> Estimated Program Income: \$7,415,627.00						
<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b> <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>						
<b>REMARKS: (Other Terms and Conditions Attached [ X ]Yes [ ]No)</b> This grant is included under Expanded Authority						
<i>Electronically signed by Elvera Messina , Grants Management Officer on : 11/18/2019</i>						
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1946000501A1		19. FUTURE RECOMMENDED FUNDING: \$0.00		
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
18 - 3980879	93.224	20H80CS00047	\$480,307.00	\$0.00	N/A	HEALTHCARECENTERS_20
20 - 398879J	93.527	20H80CS00047	\$1,179,440.00	\$0.00	HCH	HEALTHCARECENTERS_20

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

### Grant Specific Term(s)

1. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the FFR (Federal Financial Report) SF 425-Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
2. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
3. By accepting these grant funds, the health center acknowledges its commitment to providing service to the number of unduplicated patients projected to be served on Form 1A: General Information Worksheet by December 31, 2020, as well as any additional unduplicated patient projections associated with supplemental awards received that can be monitored by this date via the 2020 UDS submission. Failure to meet this total patient commitment may result in a reduction of total funding announced for the service area in the next Service Area Competition.
4. Based upon the review of your Service Area Competition application, your award is for a 3-year project period.
5. This action approves the FY 2020 Service Area Competition application and awards 5-month prorated support based on your target FY 2020 funding under the Health Center Program. Prorated funding is provided in this award due to the status of the FY 2020 Health Center Program appropriation. The balance of grant support for the FY 2020 budget period will be provided consistent with subsequent Congressional action on the FY 2020 Health Center Program appropriation.
6. This award includes pro-rated funding to support the increased access to integrated SUD and/or mental health services as part of the Fiscal Year 2018 Expanding Access to Quality Substance Use Disorder and Mental Health Services (SUD-MH).
7. This Notice of Award provides the offset of an unobligated balance in the amount of \$480,307 from the 01/01/2018-12/31/2018 budget period to the current budget period. Please be advised that if the final resolution of the audit determines that the unobligated balance of Federal Funds is incorrect, HRSA is not obligated to make additional Federal Funds available to cover the shortfall.

### Program Specific Term(s)

1. If federal funds have been used toward the costs of acquiring a building, including the costs of amortizing the principal of, or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Award (NoA) for assistance regarding Federal Interest in the property within 60 days of the issuance date of this NoA.
2. The non-federal share of the project budget includes all anticipated program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services, and from "other revenue sources" such as state, local, or other federal grants or contracts; private support; or income generated from fundraising or contributions. In accordance with Section 330(e)(5)(D) of the PHS Act, health centers may use their non-grant funds, either "as permitted" under section 330 or "for such other purposes ...



not specifically prohibited" under section 330 if such use "furthers the objectives of the project."

3. Consistent with Departmental guidance, health centers that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products to maximize results for the health center and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at [www.hrsa.gov/opa](http://www.hrsa.gov/opa).
4. The Uniform Data System (UDS) annual performance report is due in accordance with specific instructions from the Program Office. Failure to submit a complete UDS report by the specified deadline may result in additional conditions and/or restrictions being placed on your award, including the requirement that all drawdowns of Health Center Program award funds from the Payment Management System (PMS) have prior approval from the HRSA Division of Grants Management Operations (DGMO) and/or limits on eligibility to receive future supplemental funding.
5. This grant is governed by the post-award requirements cited in Subpart D-Post Federal Award Requirements, standards for program and fiscal management of 45 CFR Part 75 except when the Notice of Award indicates in the "Remarks" section that the grant is included under "Expanded Authority." These recipients may take the following action without prior approval of the Grant Management Officer:  
Section 75.308 (d)(3) Carry forward unobligated balances to subsequent periods of performance: Except for funds restricted on a Notice of Award, recipients are authorized to carry over unobligated grant funds remaining at the end of that budget period up to 25% of the amount awarded for that budget period.  
In all cases, the recipient must notify HRSA when it has elected to carry over unobligated balances (UOB) under Expanded Authority and indicate the amount to be carried over. This notification must be provided by the recipient under item 12, "Remarks," on the initial submission of the Federal Financial Report (FFR). In this section of the FFR, the recipient must also provide details regarding the source of the UOB for each type of funding received and to be carried over (e.g., the specific supplemental award(s), base operational funding). If the recipient wishes to carry over UOB in excess of 25% of the total amount awarded, the recipient must submit a prior approval request for carryover in the HRSA Electronic Handbooks (EHBs). Contact your Grants Management Specialist with any questions.
6. Health centers are reminded that separate Medicare enrollment applications must be submitted for each permanent site at which they provide services. This includes units considered both "permanent sites" and "seasonal sites" under their HRSA scope of project (see <https://bphc.hrsa.gov/programrequirements/scope.html> for more information). Therefore, a single health center organization may consist of two or more FQHCs, each of which must be separately enrolled in Medicare and submit bills using its unique Medicare billing number. In order to enroll in Medicare, first obtain a National Provider Identifier (NPI) (<https://nppes.cms.hhs.gov/#/>). You may enroll in Medicare electronically via the Medicare Provider Enrollment, Chain, and Ownership System (PECOS) available at <https://pecos.cms.hhs.gov>. PECOS automatically routes applications to the appropriate Medicare Administrative Contractor for review and approval. While HRSA encourages electronic application, you may alternatively choose to submit a paper application available at <http://www.cms.hhs.gov/cmsforms/downloads/cms855a.pdf>. To identify the address where the package should be mailed, refer to [http://www.cms.hhs.gov/MedicareProviderSupEnroll/downloads/contact\\_list.pdf](http://www.cms.hhs.gov/MedicareProviderSupEnroll/downloads/contact_list.pdf). The appropriate Medicare contractor is listed next to "Fiscal Intermediary."  
The Medicare enrollment process is not applicable to the Medicaid program. State Medicaid Agencies use their own enrollment process. Contact your State Medicaid office to determine the process and timeline for becoming eligible for payment as an FQHC under Medicaid.
7. Prior approval by HRSA is required for any significant change in the scope of project (e.g., sites or services) or the nature of approved project activities. Requests to change the approved scope of project must be submitted for prior approval via the HRSA Electronic Handbooks (EHBs) Change in Scope Module prior to implementation. See <http://www.bphc.hrsa.gov/programrequirements/scope.html> for more information.
8. Your scope of project includes the approved service sites, services, providers, service area, and target population which are supported (wholly or in part) under your total approved health center budget. In addition, the scope of project serves as the basis for eligibility for associated programs such as Medicare and Medicaid Federally Qualified Health Center (FQHC) reimbursements, Federal Tort Claims Act coverage, and 340B Drug Pricing. Proper documentation and maintenance of an accurate scope of project is critical in the oversight and management of programs funded or designated under section 330 of the PHS Act. You are responsible for maintaining the accuracy of your Health Center Program scope of project, including updating or requesting prior approval for significant changes to the scope of project when applicable. Refer to the Scope of Project policy documents and resources available at <http://www.bphc.hrsa.gov/programrequirements/scope.html> for details pertaining to changes to sites, services, providers, service area zip codes, and target population(s).
9. You must comply with all Health Center Program requirements. The Health Center Program Compliance Manual (<https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) provides consolidated guidance for demonstrating compliance with Health Center Program requirements. The Compliance Manual also serves as the foundation for HRSA's compliance determinations and for health centers when responding to any subsequent Progressive Action condition(s) placed on a Notice of Award (NoA) or Notice of Look-Alike Designation (NLD) due to an identified area(s) of non-compliance. For additional information on the Progressive Action

process, see Chapter 2: Health Center Program Oversight of the Compliance Manual. If you elect to respond to a condition by demonstrating compliance in a manner alternative to that specified in the Compliance Manual, the response must include an explanation and documentation of how this alternative explicitly demonstrates compliance with applicable Health Center Program requirements. All responses to conditions are subject to review and approval by HRSA.

10. You are required to submit an annual Budget Period Progress Report (BPR) non-competing continuation (NCC) to report on progress made from the beginning of your most recent budget period until the date of NCC submission; the expected progress for the remainder of the budget period; and any projected changes for the following budget period. HRSA approval of an NCC is required for the release of each subsequent year of funding, dependent on Congressional appropriation, program compliance, organizational capacity, and a determination that continued funding would be in the best interest of the federal government. Failure to submit the NCC by the established deadline or submission of an incomplete or non-responsive progress report may result in a delay or a lapse in funding.
11. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).

### Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."  
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.  
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action



- identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov). For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
  7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: [Htips@os.dhhs.gov](mailto:Htips@os.dhhs.gov) or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
  8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
  9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
  10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
  11. The Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division H, § 202, (P.L. 115-245), enacted September 28, 2018, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$192,300, effective January, 2019. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.
  12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights-for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights-for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
  13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees ([https://www.sam.gov/SAM/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf)), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
  14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms

as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

**15. §75.113 Mandatory disclosures.**

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services  
Health Resources and Services Administration  
Office of Federal Assistance Management  
Division of Grants Management Operations  
5600 Fishers Lane, Mailstop 10SWH-03  
Rockville, MD 20879

**AND**

U.S. Department of Health and Human Services  
Office of Inspector General  
Attn: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW, Cohen Building  
Room 5527  
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

**Recipient integrity and performance matters.** If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

## Reporting Requirement(s)

**1. Due Date: Annually (Calendar Year) Beginning: 01/01/2020 Ending: 12/31/2020, due 45 days after end of reporting period.**

The Uniform Data System (UDS) is a core set of information appropriate for reviewing the operation and performance of health centers. The data help to identify trends over time, enabling HRSA to establish or expand targeted programs and identify effective services and interventions to improve the health of underserved communities and vulnerable populations. UDS data also inform Health Center programs, partners, and communities about the patients served by health centers. Health centers must report annually in the first quarter of the year. The UDS submission deadline is February 15 every year. Contact the UDS Support Line at 1-866-837-4357 or [udshelp330@bphcdata.net](mailto:udshelp330@bphcdata.net) for additional instructions or for questions. Reporting technical assistance can be found at <https://bphc.hrsa.gov/datareporting/index.html>.

**2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30

- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

## Contacts

### NoA Email Address(es):

Name	Role	Email
David Modersbach	Program Director	david.modersbach@acgov.org
Janice Edwards	Business Official	janice.edwards@acgov.org

Note: NoA emailed to these address(es)

### Program Contact:

For assistance on programmatic issues, please contact Vanessa Brown at:  
BPHC/OSHS/SWD  
5600 Fishers Lane  
RM 16C 26  
Rockville, MD, 20857-0001  
Email: VBrown2@hrsa.gov  
Phone: (301) 443-8366

### Division of Grants Management Operations:

For assistance on grant administration issues, please contact Christie Walker at:  
MailStop Code: 10SWH03  
OFAM/DGMO/HCB  
5600 Fishers Ln  
Rockville, MD, 20852-1750  
Email: cwalker@hrsa.gov  
Phone: (301) 443-7742  
Fax: (301) 443-9810

**EXHIBIT A**

**ATTACHMENT 2**

ACHCH Health Center Form HRSA 5A Scope of Services





▼ H80CS00047: ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY, Oakland, CA  
ACHCH SCOPE OF SERVICES PROVIDED FORM 5A

Grant Number: H80CS00047      BHC MIS ID: 090870      Project Period: 11/01/2001 - 12/31/2022  
Budget Period: 01/01/2020 - 12/31/2020

Required Services	Service Delivery Methods		
	Column I. Direct (Health Center Pays)	Column II. Formal Written Contract/Agreement (Health Center Pays)	Column III. Formal Written Referral Arrangement (Health Center DOES NOT pay)
General Primary Medical Care	X	X	
Diagnostic Laboratory		X	
Diagnostic Radiology		X	
Screenings	X	X	
Coverage for Emergencies During and After Hours		X	
Voluntary Family Planning		X	
Immunizations	X	X	
Well Child Services		X	
Gynecological Care		X	
<b>Obstetrical Care</b>			
Prenatal Care		X	
Intrapartum Care (Labor & Delivery)		X	
Postpartum Care		X	
Preventive Dental		X	
Pharmaceutical Services	X	X	
HCH Required Substance Use Disorder Services	X	X	
Case Management	X	X	
Eligibility Assistance	X	X	
Health Education	X	X	
Outreach	X	X	
Transportation	X	X	
Translation	X	X	
<b>Additional Services</b>			
Service Type	Service Delivery Methods		
	Column I. Direct (Health Center Pays)	Column II. Formal Written Contract/Agreement (Health Center Pays)	Column III. Formal Written Referral Arrangement (Health Center DOES NOT pay)
Additional Dental Services		X	
<b>Behavioral Health Services</b>			
Mental Health Services	X	X	
Optometry		X	
Complementary and Alternative Medicine (NOT Required AHS)		X	
Additional Enabling/Supportive Services	X	X	

Speciality Services:

Service Type	Service Delivery Methods		
	Column I. Direct (Health Center Pays)	Column II. Formal Written Contract/Agreement (Health Center Pays)	Column III. Formal Written Referral Arrangement (Health Center DOES NOT pay)
Podiatry		X	
Psychiatry	X	X	
Endocrinology		X	
Ophthalmology		X	
Cardiology		X	
Pulmonology		X	
Dermatology		X	
Gastroenterology		X	
Advanced Diagnostic Radiology		X	
Other - Urology		X	
Other - ENT		X	
Other - Rheumatology		X	
Other - Orthopedics		X	
Other - Neurology		X	
Other - Nephrology		X	
Other - Hematology/Oncology		X	



**EXHIBIT A**

**ATTACHMENT 3**

ACHCH Health Center Form HRSA 5B AHS Sites on HRSA-Approved Scope of Project 12/19/2019

<b>BHCS Site ID</b>	<b>Site Name</b>	<b>Site Address</b>	<b>FQHC Medicare PTAN</b>	<b>Services</b>
BPS-H80-012541	<b>ALAMEDA HEALTH SYSTEM AMBULATORY HEALTH CARE SERVICES</b>	15400 FOOTHILL BLVD BLDG A 38, SAN LEANDRO, CA 94578	N/A	ADMIN
BPS-H80-014473	<b>HAYWARD WELLNESS</b>	664 SOUTHLAND MALL, HAYWARD, CA 94545-2150	751807	Primary Care Medical Home
BPS-H80-002983	<b>NEWARK WELLNESS</b>	6066 Civic Terrace Ave, Newark, CA 94560-3746	751836	Primary Care Medical Home
BPS-H80-021939	<b>HIGHLAND WELLNESS HCP ANNEX</b>	1411 E. 31ST Street HIGHLAND CARE PAVILION FLOORS 4 & 5, EXCLUDING "HIGHLAND WELLNESS SAME DAY CLINIC", OAKLAND, CA 94602	751835	Specialty Care, Primary Medical Home
BPS-H80-012973	<b>SAME DAY CLINIC AT HIGHLAND WELLNESS</b>	1411-E.31st Street Highland Care Pavilion 4th Floor Corridor SC 4100, Same Day Clinic (includes Exam Rooms 4709 through 4822 and Fast Track Exam Area), Oakland, CA 94602	751835	Primary Care Urgent Care
BPS-H80-018423	<b>AHS HCH MOBILE CLINIC #1</b>	6955 Foothill Blvd, Oakland, CA 94605-2455	751805	Mobile Health, primary medical care, enabling
BPS-H80-004681	<b>EASTMONT WELLNESS</b>	6955 Foothill Blvd, Oakland, CA 94605-2455	751805	Primary Care Medical Home,

				Dental, Specialty
BPS-H80-021545	<b>HIGHLAND WELLNESS</b>	Koret Building Floors 6 & 7 Highland General Hospital Campus 1411 E. 31st Street, Oakland, CA 94602-1018	751835	Primary Care Medical Home, Specialty
BPS-H80-027909	<b>AHS HIGHLAND DENTAL CLINIC</b>	1411 E.31ST STREET, BLDG "E" FLOORS 1 & 2, OAKLAND, CA 94602-1018		Dental Care

**EXHIBIT A**

**ATTACHMENT 4**

Uniform Data System (UDS) Utilization Data Reporting Guide for ACHCH Contractors and Subrecipients:

## ACHCH UNIFORM DATA SYSTEM (UDS) PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS

As a HRSA health center, ACHCH requires contractors to report data in a manner aligned with the most current definitions in the HRSA/BPHC Uniform Data System (UDS) Manual, located at <https://bphc.hrsa.gov/datareporting/reporting/index.html>.

Please take the time to carefully review this source document for health center reporting requirements.

### Reportable Visits:

Reportable visits are documented, individual, face-to-face contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services. Health centers should count only visits that meet all these criteria. To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Health center consent documentation signed by patient must be included in patient visit documentation maintained by contracted provider.

### Types of Reportable Visits:

There are basically two types of reportable UDS visits: **Medical/Clinical** and **Enabling Services**. A **Medical/Clinical Visit** is a documented face-to-face patient visit carried out by a licensed clinical provider, including physicians, NP/PA, nursing, behavioral health (LCSW, ASW) and containing a ICD10 diagnosis code specific to clinical diagnosis and/or treatment provided. An **Enabling Services Visit** can be provided by a nurse, social worker, community health worker, etc., credentialed by the provider, and will **not** contain a diagnosis code, rather includes specific descriptors for the types of enabling services provided. Both Medical and Enabling services must be face-to-face and documented, for health center patients who have provided consent for treatment.

### Submission of Reportable Visits

ACHCH contractors are required to submit a monthly report of all reportable health center visits provided by contractor. This report should be submitted before the 15<sup>th</sup> of the following month. Submission must be made in excel format through a secure FTP system arranged by the ACHCH program. See below "Transmitting Protected Health Information".

### Required patient data for each reported visit

Required patient data for each reported visit is sent to and stays in the possession of ACHCH. Data required for each reported visit includes the following:

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient First Name	Patient Middle Name	Patient Last Name
Suffix (ie: JR)	Patient Birth Date	Family Status
Family Size	Patient Gender Identity	Patient Ethnicity
Patient Race	Patient Sex assigned at birth	Patient Sexual Orientation
Visit or procedure CPT Codes for clinical encounters (up to 1)	Visit Enabling Service Codes for enabling service encounters (up to 3)	Patient ICD10 Diagnosis code for clinical encounters (up to 5)
Patient Monthly Income	Patient Income Source	Patient Veteran Status
Patient Medical Payer Source	Patient Homeless Status	Patient Translation Needed

### Provider Types

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The [2019 UDS Manual](#) provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

### Independent Professional Judgment

To meet the criterion for independent professional judgment, providers must be acting on their own, not assisting another provider, when serving the patient. Independent judgment implies the use of the professional skills gained through formal training and experience and unique to that provider or other similarly or more intensively trained providers. For example, a nurse assisting a physician during a physical examination by taking vital signs, recording a history, or drawing a blood sample **does not** receive credit as a separate visit.

### Counting Multiple Visits by Category of Service

Multiple visits occur when a patient has more than one visit with the HCH health center in a day. Most commonly, a patient may receive both a medical visit and an enabling visit at the same time. These distinct services must be provided by **two distinct providers** working in the capacity of their credentialed position (for example a NP who provides medical and enabling services in the same visit does **not** report the enabling services encounter, only the clinical). Multiple visits must be reported as distinct visits (ie separate rows when electronically reported). On any given day, a patient may have only one visit per service category, as described below.



Maximum Number of Visits per Patient per Day		
# of Visits	Visit Type	Provider Examples
1	Medical	physician, nurse practitioner, physician assistant, certified nurse midwife, nurse
1	Dental	dentist, dental hygienist, dental therapist
1	Mental health	psychiatrist, licensed clinical psychologist, licensed clinical social worker, psychiatric nurse practitioner, other licensed or unlicensed mental health providers
1	Substance use disorder	alcohol and substance use disorder specialist, psychologist, social worker
1 for each provider type	Other professional	nutritionist, podiatrist, speech therapist, acupuncturist
1	Vision	ophthalmologist, optometrist
1 for each provider type	Enabling	case manager, health educator

### Patient Homeless/Housing Status

The HCH program utilizes the federal Health and Human Services HHS definition of [homelessness](#) which is more inclusive than the Housing and Urban Development HUD definition.

- A homeless individual is defined in [section 330\(h\)\(5\)\(A\)](#) as “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing.” A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation. [Section 330 of the Public Health Service Act (42 U.S.C., 254b)]
- An individual may be considered to be homeless if that person is “doubled up,” a term that refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. A recognition of the instability of an individual’s living arrangements is critical to the definition of homelessness. (HRSA/Bureau of Primary Health Care, Program Assistance Letter 99-12, Health Care for the Homeless Principles of Practice) Patient Consent and HIPAA acknowledgement

Providers are required to assess and/or update a patient’s housing/homeless status at every clinical or enabling visit. A patient’s housing status is self-reported, patients are *not* required to show documentation or verification of housing status. Below are the housing status indicators that should be reported to ACHCH:



Housing Status	Description
<b>Not Currently Homeless</b>	Has permanent housing, except for people who reside in Licensed Board and Care (BNC) who should be noted as Other, or who has moved from homelessness into Permanent Supportive Housing (PSH).
<b>Permanent Supportive Housing (PSH)</b>	Subsidized housing accompanied by supportive services to assist homeless persons with disabilities to live independently (Program based- OPRI, Shelter+Care, Welcome Home etc. AND Site-based (ex: Rosa Parks, Merritt Crossing, etc.)
<b>Shelter</b>	Any public or private shelter or shelter program
<b>Recovery Center</b>	Currently residing in residential substance use program (Cronin, CURA, New Bridge, etc.)
<b>Doubling Up</b>	Doubled up with friends or relatives in a temporary, non-permanent manner. "Couch Surfing"
<b>Motel/Hotel</b>	If a patient's stay is being paid by a program, or if the patient or their family is paying their rent in a motel/hotel. Does not include someone paying monthly rent in a SRO hotel or program.
<b>Street</b>	Includes encampments, streets, buses, other places not fit for human habitation
<b>Transitional</b>	This could range from a formal Transitional Housing program to unlicensed care homes, sober living, or a church-based residential program that patient pays for.
<b>Vehicle</b>	Includes car, camper/RV, van, boat etc.
<b>Chose not to disclose</b>	This is not to be checked if housing status hasn't been collected. Only if the patient is unwilling or unable to disclose.
<b>Other</b>	Can include patients who reside in Board & Care or Skilled Nursing Facility.

### Sexual Orientation and Gender Identity (SOGI)

Contractors are required to collect HRSA-mandated Sexual Orientation and Gender Identity data from patients. SOGI data reported must include:

1. Sex as assigned at birth
2. Sexual Orientation
3. Gender Identity

Please note that HRSA required SOGI data follows precise definitions for each category:

1. Sex as assigned at birth (Male or Female)
2. Gender Identify:
  - Male
  - Female
  - Transgender Male/Female-to-Male
  - Transgender Female/Male-to-Female
  - Other

- Chose not to disclose
- 3. Sexual Orientation:
  - Lesbian or Gay
  - Straight (not lesbian or gay)
  - Bisexual
  - Something else
  - Don't Know
  - Chose not to disclose

Collecting SOGI data in a respectful manner can be challenging, but it is very important in helping create better services for underserved populations. For information on how to collect this data, you can go to: <https://www.lgbthealtheducation.org/topic/sogi/>

#### **Transmitting Protected Health Information**

Any data reported to ACHCH that contains protected health information **must** be done in a secure manner. The two manners that the ACHCH program uses to transmit PHI are:

- FTP secure server
- Secure Email

Contact ACHCH Contracts Manager Terri Moore with any questions around transmission of PHI.

#### **Incomplete Data Reports or Fields**

Data reports that are incomplete or reported incorrectly will be returned by ACHCH Contracts Manager with a request for resubmission in a timely manner specified by ACHCH.

Data fields that are not collected by contractor must not be reported as "Don't know" "Unknown" or "Other" – non-recorded data fields must be submitted as either *blank* or *"not recorded."* "Other" is only acceptable if the data is collected and is indeed "Other." Indicate *"Chose not to disclose"* only if patient refused to report.

**Overview of ACHCH UDS Utilization Reporting Template:**

<b>ProviderCode</b>	Enter the type of provider providing a documented, face-to-face encounter. Encounter type is either Service/Enabling or Clinical; provider type must correspond to encounter type. <b>Clinical Provider Types:</b> Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist <b>Enabling Provider Types:</b> Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other Mental Health Coach, Nurse Enabling Services
<b>Subsite</b>	Name of subsite where services provided
<b>SocialSecurityNumber</b>	xxx-xx-xxxx
<b>FirstName</b>	
<b>MiddleName</b>	Either whole middle name, a single letter; or no middle name, no periods or commas
<b>LastName</b>	No periods or commas.
<b>Suffix</b>	Jr, Sr, I, II, III, IV, V or blank only.
<b>BirthDate</b>	mm/dd/yyyy
<b>FamilyStatus</b>	Unattached Adult Adult in Family Child in Family Unattached Child (under 20 on their own)
<b>Family Size</b>	Number of persons in current household
<b>PatientAddressStreet</b>	number and street or description of living place. Can be residence or mailing address
<b>PatientAddressCity</b>	
<b>PatientState</b>	
<b>PatientAddressZip</b>	
<b>SexAssignedAtBirth</b>	M / F as assigned at birth, if patient is transgender be sure to complete Gender Identity.
<b>SexualOrientation</b>	Lesbian or Gay (homosexual) Straight (heterosexual) Bisexual Something else Patient Doesn't Know Don't Know Chose not to disclose

<b>GenderIdentity</b>	Male Female Transgender Male/ Female-to-Male Transgender Female/ Male-to-Female Other Chose not to disclose
<b>Ethnicity</b>	Latino or Hispanic Not Hispanic Chose not to disclose
<b>Race</b>	White Asian Native Hawaiian Other Pacific Islander Black/African-American American Indian/Alaska Native More than one race Chose not to disclose
<b>Dx1 Dx2 Dx3 Dx4 Dx5</b>	ICD10 Required for Clinical Encounters (including Mental Health & Clinical substance use). ADA Codes for Dental Visits.  Up to 5 Dx Codes per encounter  If visit is enabling/service visit, then Dx Codes should be blank. If there are 2 visits (one clinical, one service) on same day, they should be inputted on different rows, as separate visits, with different provider types.
<b>Svc1 Svc2 Svc3</b>	HCH Enabling Services Types Required for Services Encounters only.  A service encounter will NOT include any ICD10 codes.  Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits on two separate rows.
<b>CPTCode</b>	Up to one CPT visit or procedure code can be submitted per medical visit
<b>MonthlyIncome</b>	\$ amount of monthly reported income

<b>IncomeSource</b>	<ul style="list-style-type: none"> <li>•General Assistance</li> <li>•WIC Program</li> <li>•Wages Pension Employment</li> <li>•Veteran's Benefits</li> <li>•Food Stamps CalFresh</li> <li>•Unemployment</li> <li>•None</li> <li>•Other</li> <li>•SSI/SSA</li> <li>•Chose not to disclose</li> <li>•CalWORKS</li> <li>•Child Support</li> </ul>
<b>PaymentResource</b>	<p>Medical Payor source for patient; must be documented for each encounter. Examples include:</p> <ul style="list-style-type: none"> <li>•HealthPAC</li> <li>•Medi-Cal FFS</li> <li>•Medi-Cal Mgd Care Alliance</li> <li>•Medi-Cal Mgd Care Blue Cross</li> <li>•Medicare</li> <li>•Medi-Medi</li> <li>•Sliding Scale/Self-Pay</li> <li>•VA Medical</li> <li>•Private Insurance</li> <li>•Other</li> <li>•None</li> <li>•Chose not to disclose</li> </ul>
<b>HomelessStatus</b>	<p><i>Patients must be screened for homelessness and most recent housing status inputted for <u>every visit</u>. If housing screening was not done, do not enter Unknown.</i></p> <ul style="list-style-type: none"> <li>•Not currently homeless</li> <li>•Shelter</li> <li>•Recovery Center</li> <li>•Doubling up</li> <li>•Street</li> <li>•Transitional</li> <li>• Chose not to disclose</li> <li>•Other</li> <li>•Hotel/Motel</li> <li>•Permanent supportive housing</li> <li>•Vehicle</li> </ul>
<b>TranslationNeeded</b>	<ul style="list-style-type: none"> <li>•English</li> <li>•Spanish</li> <li>•Other Language: Describe</li> </ul>

<b>VeteranStatus</b>	Y or N
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Questions or more information needed, please contact:

Terri Moore, ACHCH Contracts Manager  
Alameda County Health Care for the Homeless program  
[Terri.moore@acgov.org](mailto:Terri.moore@acgov.org)  
510-891- 8927

**EXHIBIT A  
ATTACHMENT 5**

**ACHCH SUBRECIPIENT MONITORING SCHEDULE 2020**

<b>CY Quarter</b>	<b>On Site Visit Quarterly Focus</b>	<b>Special Focus/Performance Goals:</b>	<b>Key AHS Staff Person</b>
Q 1	<b>Access/Eligibility/Data Systems/Reporting:</b> <ul style="list-style-type: none"> <li>• Patient Eligibility and Screening</li> <li>• Housing Status Assessment - Validity</li> <li>• Culturally Appropriate Care</li> <li>• Scope of Project</li> <li>• Hours, Patient-Accessible Services</li> <li>• On-call/After-hours coverage</li> <li>• Admitting</li> <li>• Data-Based Reports EHR review</li> </ul>	<ul style="list-style-type: none"> <li>• Registration, eligibility process</li> <li>• Patient Health Center consent</li> <li>• Homeless Px assessment validity</li> <li>• Homeless patient access at AHS sites</li> </ul>	<ul style="list-style-type: none"> <li>• Eligibility/Screening: Rafael Vaquerano</li> </ul>
Q 2	<b>Financial and Revenue Systems:</b> <ul style="list-style-type: none"> <li>• Budget for Scope of Project</li> <li>• Pass-through budget &amp; Invoice source documents review</li> <li>• Sliding Fee Discount Program/financial screening</li> <li>• Fees, Billing and Collections</li> <li>• Revenue Sources</li> <li>• Contractual/Affiliation Agr.</li> <li>• Audit Review</li> <li>• Financial/Procurement Policies</li> <li>• Needs Assessment: Annual Service Area Review</li> </ul>	<ul style="list-style-type: none"> <li>• Health Center Patient Charges/Collections</li> <li>• Charity Care Utilization - operation</li> <li>• HCH px revenue tracking</li> <li>• Excess revenue</li> <li>• Budgeting</li> </ul>	<ul style="list-style-type: none"> <li>• SFDP: April Bass</li> <li>• Billing: Brenda Fleeks</li> <li>• Revenue: Shulin Lin</li> <li>• Audit: Rick Kibler</li> <li>• Procurement/Finance: Shannon Grandrath</li> </ul>
Q 3	<b>Clinical &amp; Quality Systems:</b> <ul style="list-style-type: none"> <li>• Staff Credentialing</li> <li>• Clinical Staffing</li> <li>• HCH admittance arrangements</li> <li>• Continuum of Services for health center patients (referrals, enabling) Clinical Care Access; SUDS reporting</li> <li>• Risk Management / Safety / Grievances – incidents</li> <li>• Employee safety</li> <li>• Emergency coverage/after hours</li> <li>• Quality Improvement Program D.Ghosh</li> <li>• Patient Experience (mobile and CGCAPS) EHR overview</li> <li>• Outcomes</li> <li>• 340B Compliance</li> </ul>	<ul style="list-style-type: none"> <li>• Homeless patient clinical access &amp; services</li> <li>• Patient Satisfaction</li> <li>• Mobile Health and Clinics</li> <li>• EHR Epic implementation</li> <li>• RBA data</li> </ul>	<ul style="list-style-type: none"> <li>• Credentialing: Satira M</li> <li>• Risk/grievances: Jan Robertson</li> <li>• 340B: Eric Mahone &amp; Diana Thamrin</li> </ul>
Q 4	<b>Management:</b> <ul style="list-style-type: none"> <li>• Management Team</li> <li>• Grievance procedures/Patient Rights</li> <li>• Governance – Board, Bylaws, Co-Applicant Agreement</li> <li>• Consumer Participation</li> <li>• Patient Experience</li> <li>• Needs Assessment</li> <li>• Subrecipient Agreement 2020</li> </ul>	<ul style="list-style-type: none"> <li>• AHS Coapplicant Board</li> <li>• AHS CAB/HCH Commission communications</li> <li>• Needs Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Governance: Alexandar Pena,</li> <li>• Governance: AHS CAB Board Chair</li> </ul>

**EXHIBIT A**

**ATTACHMENT 6**

**AHS / ACHCH 340B Monitoring Procedures**



## **Alameda County Health Care Service Agency (HCSA) 340B Program Compliance Oversight**

ACHCH 340B ID: CH09087A (Covered Entity including the following Alameda Health System (AHS) sites)

- Eastmont Wellness Center CH09087B
- Newark Health Center CH09087C
- Hayward Wellness Center CH09087W

### **1. The AHS 340B Covered Entities will have established policies and procedures related to:**

- a. Procurement (including purchasing, ordering, invoice processing)
- b. Inventory
- c. Dispensing/distribution
- d. Replenishment
- e. Contract pharmacies
- f. Medi-Cal billing and preventing duplicate discounts

### **2. Each AHS Covered Entity will have the following items readily available:**

- a. Current Medicare Cost Report
- b. Signed contract pharmacy agreement(s)
- c. Current site listing of providers eligible to write 340B prescriptions (updated monthly)

### **3. AHS Covered Entity review activities**

- a. Annually, prior to OPA recertification by HCSA, review all Office of Pharmacy Affairs (OPA) eligibility requirements, indigent care agreement with state/local government, and MediCare Cost Report (Worksheet E, Part A and Worksheet A)
- b. On a monthly basis, review the standard Audit Report produced by Sentry Data Systems for 5 randomly selected NDCs (print screenshots, including “drill down” for any discrepancies between medications ordered and allocated)
- c. On a monthly basis, complete an Eligibility Audit Report of at least 5 randomly selected prescription samples
- d. On a monthly basis, complete a Picking Up Medications Audit Report of at least 5 randomly selected prescription samples
- e. On an annual basis, complete a contract pharmacy audit including a review of that pharmacy’s compliance with the established Contract Pharmacy Procedure
- f. Maintain auditable records of the above review activities

### **4. Quarterly oversight of each AHS Covered Entity 340B activity by HCSA Pharmacist**

- a. Review monthly self-audit reports for issues and trends
- b. Using Sentry Data Systems and One-E-App, randomly review 10 prescriptions from each Child Site using Claims Report under Claims heading to confirm client and prescriber 340B Program eligibility for each prescription.
- c. Maintain auditable records of the above review activities

Revised 12/2019

**EXHIBIT A**

**ATTACHMENT 7**

**RESULTS BASED ACCOUNTABILITY (RBA) MEASURES SPECIFIC TO AHS MOBILE HEALTH SERVICES**

**RBA Process Objectives:**

<b>Process Objectives</b>	<b>"How Much" Performance Measure</b>	<b>Data Collection Tool</b>
By December 31, 2020, AHS MOBILE CLINIC shall provide convenient care medical encounters to a minimum 930 unduplicated patients (77 /monthly)	# of unduplicated patient monthly	EPIC report
By December 31, 2020, 465 ACHCH patient experience surveys will be completed	# of completed patient experience survey	ACHCH Patient Satisfaction Survey
By December 31st, 2020 AHS Mobile Clinic leadership/staff will participate in 24 meetings with community partners.	# of meetings with community partners per month	Rounding log
By December 31, 2020, AHS MOBILE CLINIC shall provide enabling services to a minimum 930 unduplicated patients (77 /monthly)	# of unduplicated patient monthly	Epic Report
By December 31, 2020, AHS MOBILE CLINIC will screen 93% of patients for depression	% screened	Epic Report

**RBA Quality Objectives:**

<b>Quality Objective</b>	<b>"How Well" Performance Measure</b>	<b>Data Collection Tool</b>
By 12/31/20, 80% of patients will have a completed Medication Reconciliation.	EPIC Clinical Dashboard, % Medication list reviewed.	EPIC report
By 12/31/20, 80% of patients who completed the patient satisfaction survey will say that they felt respected.	% of survey participants who report that they felt respected.	HCH Patient Satisfaction Survey
By 12/31/20 AHS will have rounded on community partners 12 times.	# of entries on Rounding Log	log
By 12/31/20, 80% of patients will receive a referral/appointment at a brick and mortar clinic.	MHS Care Plan Med Referral	EPIC Report

By 12/31/20 60% of patients with a diagnosis of depression set a goal related to BH.	MHS care plan BH Goal	Epic Report
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**RBA Impact Objectives:**

<b>Impact Objective</b>	<b>"Is anyone better off" Performance Measure</b>	<b>Data Collection Tool</b>
By December 31, 2020, 67% of patients who have AHS as their medical home and who have a diagnosis of high blood pressure will have an adequately controlled blood pressure reading during the measurement period.	EPIC UDS report; Department level % of patients with controlled blood pressure per UDS definition.	EPIC UDS Report
By December 31, 2020, the average score for "likely to refer a friend or family member" for Mobile Health will be above 80%	% "likely to refer a friend or family member"	Patient Satisfaction Survey  EHR
By December 31, 2020, AHS will have an average partnership score of 8.0.	Partnership score	Log
By 12/31/20, 80% of patients who have AHS as medical home seen at Mobile will have completed an appointment at AHS brick and mortar clinics.	# of patients seen in mobile clinic who have a completed appointment at AHS brick and mortar clinic.	EPIC Report
By 12/31/20; 70% of patients who have completed associated Behavioral Health Care Plan Goals.	% MHS Care Plan	EPIC Report


**EXHIBIT C  
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	




## CERTIFICATE OF COVERAGE

<p><b>Named Member:</b> Alameda Health System 1411 E. 31st Street Oakland, CA 94602</p>	<p>This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.</p>											
<p><b>Broker:</b> James &amp; Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek, CA 94596</p>												
<b>Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Retroactive Date</b>									
AL-19-067	07/01/2019 at 12:01 a.m.	07/01/2020 at 12:01 a.m.	N/A									
<p><b>Type of Coverage:</b> <input checked="" type="checkbox"/> Automobile Liability and Physical Damage Coverage - Occurrence</p>												
<p><b>Limits of Liability:</b> \$1,000,000 Each Accident, Combined Single Limit <b>The Combined Single Limit is subject to the following limits:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Bodily Injury and Property Damage Liability</td> <td style="width: 20%;">\$1,000,000</td> <td style="width: 30%;">Each Accident</td> </tr> <tr> <td>Uninsured/Underinsured Motorist</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000</td> <td>Each Accident</td> </tr> </table>				Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident	Uninsured/Underinsured Motorist	\$1,000,000	Each Accident	Medical Payments	\$5,000	Each Accident
Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident										
Uninsured/Underinsured Motorist	\$1,000,000	Each Accident										
Medical Payments	\$5,000	Each Accident										
<p><b>Deductible:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Comprehensive:</td> <td style="width: 20%;">\$250</td> <td style="width: 50%;">Each Loss</td> </tr> <tr> <td>Collision:</td> <td>\$500</td> <td>Each Loss</td> </tr> </table>				Comprehensive:	\$250	Each Loss	Collision:	\$500	Each Loss			
Comprehensive:	\$250	Each Loss										
Collision:	\$500	Each Loss										
<p><b>Description of Coverage:</b> Evidence of Auto Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as supplemental member(s) as pertaining to County of Alameda Occupational Health/Pre-Employment Examination Services Contract PC 4657.</p>												
<p><b>Issue Date:</b> June 10, 2019</p>												
<p><b>Certificate Holder:</b> Alameda County - GSA Procurement and Support Services 1401 Lakeside Drive, Suite 907 Oakland, CA 94612</p>	<p><b>Authorized Representative:</b></p> <div style="text-align: center;">   R. Corey Grove  Senior Vice President, Insurance Operations </div>											



## CERTIFICATE OF COVERAGE

<b>Named Member:</b> Alameda Health System 1411 E. 31st Street Oakland, CA 94602		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
<b>Broker:</b> James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek, CA 94596			
<b>Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Retroactive Date *</b>
HCL-19-067	07/01/2019 at 12:01 a.m.	07/01/2020 at 12:01 a.m.	07/01/1998 at 12:01 a.m.
<b>Type of Coverage:</b> <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
<b>Limits of Liability:</b> \$3,000,000 Per Claim \$10,000,000 Aggregate Per Contract Period		<b>Deductible:</b> \$100,000 Per Claim NONE Aggregate Per Contract Period	
<b>Description of Coverage:</b> Evidence of Healthcare Entity Professional and General Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as supplemental member(s) as pertaining to County of Alameda Occupational Health/Pre-Employment Examination Services Contract PC 4657.			
<b>Issue Date:</b> June 10, 2019			
<b>Certificate Holder:</b> Alameda County - GSA Procurement and Support Services 1401 Lakeside Drive, Suite 907 Oakland, CA 94612		<b>Authorized Representative:</b>  R. Corey Grove Senior Vice President, Insurance Operations	

\* the retroactive date applies to claims made coverage only



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2019

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 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 James + Gable Insurance Brokers (Walnut Creek) 1660 Olympic Blvd., Ste 325 Walnut Creek, CA 94596	CONTACT NAME:	
	PHONE (A/C, No, Ext): 9259433264	FAX (A/C, No): 9259324260
INSURED Alameda Health System Alameda Health System 1411 E. 31st, Street HCP Building, QIC 22103 Oakland, CA 94602  Phone: 5104374354 Fax:	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : BETA Risk Management Authority	NAIC #
	INSURER B : Safety National Casualty Corporation	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	BETA-WC-8160-2019	07/01/19	07/01/20	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER \$3,000,000 E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Excess Workers' Compensation		Pending Issuance	07/01/19	07/01/20	Statutory Limits Excess of \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Insured's Copy  Phone: Fax:	<b>CANCELLATION</b> 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 Michele Reager <i>Michele Reager</i>
--	--

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ACORD 25 (2010/05)

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**EXHIBIT D-1**

**DEBARMENT AND SUSPENSION CERTIFICATION**

**COUNTY OF ALAMEDA**

For Procurements Over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Alameda Health System

PRINCIPAL: Delvecchio Finley TITLE: Chief Executive Officer

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



DRAFT

**COMMUNITY-BASED ORGANIZATION MASTER  
CONTRACT AMENDMENT COVERSHEET**

Master Contract No. 900120  
Procurement Contract No. 18187

This Master Contract Amendment, effective as of **July 1, 2019**, is a part of the Community Based Organization Master Contract (**No. 900120**) made and entered into by and between the County of Alameda ("County"), and **Bay Area Community Health Center (formally Tri-City Health Center)**, hereinafter referred to as the "Contractor".

The Master Contract is hereby amended with respect to Procurement Contract No. 18187 (or the "Procurement Contract"). Procurement Contract No. 18187 is hereby amended (hereinafter, the "Third Amendment to Procurement Contract" or "Third Amendment") as follows:

1. The attached **Exhibit A-3** – Program Description and Performance Requirements, which includes Attachment A1 and Attachment A2, is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes Exhibit A-2 in its entirety;
2. The attached **Exhibit B-3** – Terms of Payment is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes Exhibit B-2 in its entirety;
3. The compensation payable to Contractor hereunder shall increase from **\$850,000** to **\$860,000** for the term of this Procurement Contract.

**Dept. Contact** Terri Moore **Phone** (510) 891-8927 **Email** Terri.Moore@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this amendment to the Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this amendment to the Procurement Contract in his/her authorized capacity and that by his/her signature on this amendment to the Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this amendment to the Procurement Contract.

**COUNTY OF ALAMEDA**

**NAME OF CONTRACTOR**

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Name Colleen Chawla

Name Zettie D. Page

Title Director, Health Care Services Agency

Title Chief Executive Officer

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Signature

Name K. Joon Oh

Title Deputy County Counsel

**EXHIBIT A-3  
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Alameda County Health Care Services Agency
<b>Contractor Name</b>	Office of the Agency Director
<b>Original Master Contract Period</b>	Bay Area Community Health Center
<b>Original Master Contract Amount</b>	July 1, 2019 – June 30, 2020
<b>First Amendment Contract Period</b>	\$350,000
<b>First Amendment Contract Amount</b>	July 1, 2019 – June 30, 2020
<b>Second Amendment Contract Period</b>	\$425,000 (increase of \$75,000)
<b>Second Amendment Contract Amount</b>	July 1, 2019 – June 30, 2021 (12-month extension)
<b>Third Amendment Contract Period</b>	\$850,000 (increase of \$425,000)
<b>Third Amendment Contract Amount</b>	July 1, 2019 – June 30, 2021 (No Change)
<b>Type of Services</b>	\$850,000 - \$860,000 (increase of \$10,000)
<b>Procurement Contract No.</b>	Homeless street outreach and engagement, street health services and triage, collaboration with housing and community organizations to secure housing and benefits for clients, enabling services, short-term case management, laboratory/diagnostic tests, medication formulary, healthcare navigation services, supportive services/referrals.

**I. Program Name**

South County Street Health Outreach

**II. Contracted Services**

Contractor shall provide:

1. *Street Outreach and Engagement:*
  - a. Attend to basic needs prioritized by clients, e.g., distributing basic necessities and supplies (e.g., hygiene kits);
  - b. Provide problem-solving support (e.g., identifying a place for a warm breakfast, pet care);
  - c. Provide health education and information about health and community services.
  
2. *Street Health Services and Triage:*
  - a. Medical assessments and brief psychosocial assessments and triage;
  - b. Diagnosis and treatment of conditions commonly associated with being homeless, e.g., respiratory infections, heat and cold-related illness, wound care, skin and foot problems, nutritional deficiencies
  - c. Vaccinations (e.g., flu, Hepatitis A, B, Tdap); arranging for or providing screenings (e.g. HIV, Hepatitis C)

- d. Troubleshooting pharmacy related barriers, such as regularly picking up medications;
- e. Crisis assistance and brief behavioral health interventions (e.g. Motivational Interviewing, Problem Solving Therapy);
- f. Harm reduction strategies for Sexually Transmitted Disease (STD) prevention and Substance Use Disorders (SUD), including Narcan distribution;
- g. Linkage to Medication Assisted Treatment (MAT) for substance use disorders including management of buprenorphine treatment;
- h. Benefits Advocacy;
- i. Support with selecting a provider of the client's choice or re-engaging in care at an assigned clinic, and problem-solving around reasons for not connecting with an assigned medical home, including assisting with clinic paperwork and transitional period transportation assistance;
- j. Triage and referral to the appropriate level of care (e.g., brick-and-mortar primary care, urgent care, specialty care and dental clinics, emergency departments);
- k. Medi-Cal and HealthPAC enrollment and renewal assistance, and assistance with other public benefits for which the client may be eligible;
- l. Contractor shall accept clients at Contractor's brick-and-mortar clinic in a timely manner. Clinic will be prepared to treat conditions of particular concern to people experiencing homelessness, such as HIV, Hepatitis C; and MAT (i.e., buprenorphine) for opioid addiction. Timely access is defined in accordance with the State of California's timely access to care standards (<https://www.dmh.ca.gov/HealthCareinCalifornia/YourHealthCareRights/TimelyAccessToCare.aspx>)
- m. Contractor shall complete all Street Health and Triage services pursuant to applicable licenses regarding mobile unit licensure and pharmacy dispensing.
- n. The model of care has been and will continue to be flexible and responsive to the needs of our unsheltered community, particularly as part of the response to the COVID-19 pandemic, encompassing working closely under the direction of ACHCH undertaking a number of emergency actions to meet the needs of our most vulnerable population while noting the impact on RBA and other contract deliverables that may not be met as a result. In light of the ongoing COVID-19 pandemic the Street Health service model will be targeted to providing unhoused persons, education related to symptoms and protective measures, distribution of hand sanitizer and masks, verbal assessment, tracking of assessment, temporal thermometer reading (if feasible), and participation in ACHCH responses to outbreaks in unsheltered settings including providing field based COVID-19 testing completing environmental scans, referrals to Operation Comfort, and contract tracing support under the guidance of the Alameda County Public Health Department, and referrals to isolation and housing resources to protect the unhoused populations we collectively serve.

3. *Collaboration with Housing and Community Organizations to Secure Housing and Benefits for Eligible Patients:*

- a. Provide housing problem-solving and complete and/or update as needed Coordination Entry Assessments for all Street Health patients.
- b. Assist patients with gathering identification documents required for getting housing; many documents are already on file with health care providers for the purposes of Medi-Cal and public benefits enrollment. Contractor shall coordinate with regional Housing Resource Centers (HRCs) to gather patient documentation required for Alameda County's Coordinated Entry assessment process to become eligible for Permanent Supportive Housing.
- c. Coordinate with regional HRC, including attending the "By-Name lists" Case conferences as needed to ensure coordination of care to support patients in obtaining housing.

- d. Coordinate with participating agencies on AB 210, which permits multi-disciplinary teams using County protocol to share and exchange information that expedites linkage of individuals and families to housing and services.
- e. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS to support patients who need to connect to specialty mental health and SUD treatment services.
- f. Contractors shall not participate in activities related to abatement of encampments.

### III. Program Information and Requirements

#### A. Program Goals

Contractor shall provide services to accomplish the following goals:

- 1. Remove barriers to health services for homeless Alameda County residents who would not otherwise access services due to the competing pressures of daily survival, distrust of the health care system, stigma associated with being homeless, and bureaucratic and transportation navigation challenges.
- 2. Prevent deterioration of physical and behavioral health status;
- 3. Appropriate and timely utilization of emergency, inpatient, and crisis health care services;
- 4. Housing stability through partnerships and collaborations with other community-based organizations;
- 5. Increased income through benefits enrollment and support of disability cases through adequate and timely documentation.

#### B. Target Population

Contractor shall provide services to the following populations:

##### 1. Service Groups

Contractor shall provide services to:

- a. Alameda County residents who are homeless. As defined by Section 330(h)(5)(A) of the Public Health Service Act, the term “homeless individual” means “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations and an individual who is a resident in transitional housing.”
- b. Priority for services shall be unsheltered individuals (people who are living in a place not meant for human habitation).

Contractor shall make it a priority to serve:

- a. Unsheltered individuals. “Unsheltered” refers to homeless individuals who are living in places not meant for human habitation.
- b. Unsheltered individuals who are not engaged/well-linked to a primary care clinic.
- c. Unsheltered individuals with a medical (including dental) condition who can benefit from:
  - i. Primary care medical, dental, mental health services (mild/moderate), or

- ii. Assistance with Medi-Cal or HealthPAC enrollment, and navigating health plan benefits and other public programs,
- iii. Navigation support to gain access other parts of the health care system, e.g., medical specialties, specialty mental health services, Substance Use Disorder (SUD) treatment, and if necessary, Emergency Medical Services (EMS).

## **2. Referral Process to Program**

1. Clients served under this program shall be identified through outreach conducted by the Street Health Outreach Team at designated service locations. Services are voluntary, meaning that individuals may choose to engage or not engage.
2. Contractor shall accept referrals of clients in its geographic area from Alameda County Health Care for the Homeless.
3. Contractors are discouraged from responding to additional outside referrals that divert resources away from maintaining a consistent schedule at designated encampments or locations. Teams may consult with Alameda County Health Care for the Homeless to triage incoming referrals.

## **3. Program Eligibility**

Contractor shall only serve clients who:

Contractor shall serve clients in the following geographic area:

Contractor shall serve clients in the following geographic area: Zone 2 of the following census <https://tinyurl.com/y5s6efln>

Contractor's Street Health Outreach Team shall tailor its selection of outreach settings to the needs of the population of the geographic area. Selection of outreach settings shall be determined and mutually approved by the Contractor and Alameda Health Services Agency (HCSA). Services may be offered at encampments, streets, cars, parks, shelters, libraries, bus stations, and public buildings, etc. with the objective of developing a relationship of trust with Alameda County residents who are unsheltered and homeless.

In South County and suburban areas, unsheltered homeless are more dispersed and there are fewer encampments. Street Health Outreach Team shall maximize its service reach by outreaching at encampments in combination with outreaching at homeless shelters and homeless-serving organizations.

## **4. Limitations of Service**

N/A

## **C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

### **1. Program Design**

Alameda County's Street Health Outreach model is comprised of the following components:

- a. **Maintenance of a Consistent Site Schedule.** Contractor shall develop and maintain consistent schedule for each site and submit schedule to Alameda County Health Care for the Homeless (ACHCH). Contractor shall build trust and rapport with unsheltered homeless individuals, (e.g., outreaching in a welcoming and professional manner, working with informal encampment leaders).
- b. **Street Outreach and Client Engagement.** The purpose of outreach is to build rapport with homeless individuals through consistent, progressive engagement and work to identify medical and behavioral health needs. Contractor shall focus outreach on the broader population within an encampment or location and those with higher needs will be connected to the appropriate member of the team for more intensive services.

Contractor shall ensure that outreach is provided by a minimum of two staff (team members may include community partners) in order to ensure safety. At no point in time shall Contractor staff conduct outreach with a team of fewer than 2 people.

- c. **Assessment and Triage of Basic Medical Needs in the Field.**  
The Contractor shall support clients to establish a meaningful connection with an assigned primary care, brick and mortar medical home selected by the client. Those with high needs shall be prioritized with intensive visits and services to improve health and permanent housing opportunities. Contractor shall have an assigned medical provider (i.e., Contractor's Nurse Practitioners (NPs), Physician Assistants (PAs), or Medical Doctors (MDs) for the Registered Nurse (RN) to consult when certain clinical scenarios arise and to provide street based care to complex patients with multiple barriers accessing clinic based care who would benefit from targeted and time-limited treatment by a provider in the field.
- d. **Collaboration and Partnership**  
Alameda County Health Care for the Homeless shall support collaborations by sharing available information on scheduling and services among the Street Health Outreach Teams, and the Health Care for the Homeless mobile unit. Additionally, Health Care for the Homeless shall foster communication and information-sharing with Alameda County Behavioral Health (ACBH) Crisis Response teams, and ACBH Full Service Partnerships focused on homeless. Other possible areas of collaboration include the following:
  - Meetings to share information, discuss cases, and coordinate referrals. Representatives from Alameda County Behavioral Health (ACBH) will attend on a periodic basis.
  - Outreach Providers Training and Education Series sponsored by Alameda County Health Care for the Homeless.
  - Collaboration with the regional Housing Resource Centers (HRCs) and other organizations serving shared clients to connect and re-connect clients to housing services.

## 2. Discharge Criteria and Process

Discussion of discharge planning is initiated during the development of the patient's initial RN led Care Plan. Goals and objectives included in the Care Plan are individualized to each patient and co-developed between the patient and the Street Health team members.

Patients will be discharged from the Street Health Program upon:

- Successfully completion of the goals outlined in their Care Plan
- Transfer to a higher level of case management program (e.g., Full Service Partnership, Health Homes)
- Lost to follow-up (i.e., Patient has not had contact with the Street Health team for 60+ days. Patients are welcome to continue working with the Street Health teams in the future however they will be considered “inactive” when 60 days without contact with the Street Health team have elapsed)
- Demonstration of violent/inappropriate behavior
- This should be assessed based on severity of behavior and patient’s response to the Street Health team’s interventions

**3. Hours of Operation**

Hours of operation shall be determined and mutually approved by the Contractor and HCSA.

Contractor shall maintain the following minimum hours of operation:

*Field-based hours of operation (20 hours).* Contractor shall create a monthly schedule, with the team visiting encampments during the same day and time range to foster engagement and ensure consistency. Times at encampments/locations will be determined based on encampment/location size and needs; frequency per location will generally begin with twice a week and will taper off over time as needs are met. The team shall arrive at sites per the schedule and work to address weather and other related factors to prevent cancellations.

Hours may fall outside of regular business hours to meet the needs of the population in the geographic area. Contractors may occasionally offer flexible hours based on the needs of the community.

*Individual Patient Scheduling.* Appointments shall be scheduled for both office and field-based support for patient follow-up as clinically indicated;

**4. Service Delivery Sites**

Service locations shall be determined and mutually approved by the Contractor and HCSA. Contractors shall collaborate with the County to adjust service locations within the geographic area in order to move with the service population.

In addition to providing direct outreach and clinical services at encampments and other locations in the Contractor’s service area, the Contractor shall provide services at the following brick-and-mortar clinic:

Main Street Village (MSV) Clinic – 3607 Main Street, Fremont, CA 94539 or any TCHC Primary Medical Care Clinic location

**5. Minimum Staffing Qualifications:** Staffing should reflect (i.e. RN, social worker, CHOW) familiarity with street culture and the cultural competency required to successfully serve the priority population in regards to race/ethnicity, language, gender, sexual orientation and expression, and clients’ experiences with and perceptions of the health care system.

- a. The staffing model is as follows:



- i. *Program Manager* at a minimum of 0.10 Full Time Equivalent (FTE): Oversight of contract management and submission of all required deliverables and reporting, producing both client-level data and evaluation outcome reports, supporting the Team to track outcomes, and ensuring Team development of protocols and procedures, including linkage of homeless clients to a brick and mortar clinic.
- ii. *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE.
  - 1. Client outreach, engagement, and relationship development.
  - 2. Identification of potential new sites, staying up to date with local resources, and development of new regional relationships.
  - 3. Health education and harm reduction including naloxone trainings.
  - 4. Medi-Cal and benefits advocacy
  - 5. Lead coordinator with housing outreach providers and Housing Resource Centers.
  - 6. Providing and tracking referrals, scheduling and reminding clients of appointments.
  - 7. Reinforcing behavior and mobilizing social support, facilitating client empowerment to fully engage with all members of their health care team,
  - 8. supporting maintenance of improvements in health status,
  - 9. coordinating with service providers, e.g., substance use disorder (SUD) treatment services.
- iii. *Registered Nurse (RN) Care Manager* at a minimum of 1.0 FTE. Responsible for providing basic medical care within the scope of an RN in the context of a variety of clinical scenarios, including medical assessments, wound care and skin assessments, vaccinations (e.g., flu, Hepatitis A), assessment of respiratory illnesses, and caring for clients with active substance use disorders. Contractors may refer to the LA Dept. of Health Services' [RN Pilot Protocols for Street-Based Engagement, 2017](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf) as a reference; [https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols\\_Street-BasedEngagement\\_Pilot\\_2017.pdf](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf).) The RN Care Manager will work with providers and negotiate with pharmacies on behalf of clients; serve as the patient care plan lead (development of care plan for patient and coordination of responsibilities with CHW; measuring progress towards the goals outlined in care plan). It is not the intention of this service to treat urgent or emergent scenarios; staff shall call 911 in the event of a medical emergency.
- iv. *Nurse Practitioners (NPs), Physician Assists (PAs), or Medical Doctors (MDs)* at a minimum of 0.30FTE. Given that provider time is a limited and valuable resource the Street Health team shall work to most effectively and efficiently utilize this resource. Responsible for providing:
  - 1. Assessment, diagnosis, and treatment of health conditions to highly vulnerable individuals who are unable to make it to brick and mortar facilities and may benefit from targeted and time-limited assessment by a provider in the field.
  - 2. Consultation and telemedicine support to team
  - 3. Technical support and training regarding medical treatment to the full-time Street Health team members
  - 4. Support to the Street Health team to develop a protocol and workflow for triaging high-risk patients to limited provider time for targeted medical outreach;

5. Whenever possible, works to ensure that care in the field is transitioned to brick and mortar facilities as soon as possible to ensure a permanent and thorough medical linkage.
  6. Champions field medical interventions that are particularly important to a population experiencing homelessness, including screening and treatment of Hepatitis C and HIV, as well ensuring ready availability of Medication-Assisted Treatment (e.g. buprenorphine);
- v. *Social Worker (ASW or MFTi)* at a minimum of 1.0 FTE. Responsible for short-term, intensive case management services:
1. Support clients with navigating mental health and substance use treatment systems, helping individuals obtain safe, affordable and permanent housing, developing a support network.
  2. Linking clients to the appropriate level of care, accompanying clients to appointments, consulting with other care-givers, providing counseling and advice, teaching living skills, and advocating on behalf of clients
  3. Short-term, intensive case management services are carried out within the context of on-going behavioral health assessments, care planning and monitoring, and crisis intervention.
  4. The Social Worker shall hold a caseload of up to 20 individual clients at one time who are identified to need more in-depth case management services.
- b. Contractor shall use the following guidelines to allocate the Street Health Outreach Team's staff time:
- 50 percent (3 days) in the field doing outreach, engagement, providing services, care plan development, care coordination, case conferencing for complex clients;
  - 30 percent (1.5 days) of staff time in the field or office-based working with clients who require more intensive care coordination for medical, mental health and substance use disorder conditions, and
  - 20 percent (.5 days) of Contractor's operational hours shall be spent on data tracking, Learning Community/designated meetings, and administrative activities.
  - For the .30 FTE Nurse Practitioners (NPs), Physician Assists (PAs), or Medical Doctors (MDs) 65 percent of staff time (4 hours, 2 days per week) shall be in the field doing assessment, diagnosis, and treatment for complex clients; .35 percent of staff time shall be providing telemedicine, consultation, and technical support and trainings regarding medical treatment.

#### **IV. Contract Deliverables and Requirements**

##### **A. Detailed Contract Deliverables**

Contractor shall provide the following services/deliverables:

1. Contractor shall maintain an Excel tracking sheet (rolling outreach log) of at least 120 prospective-patients and patients, who were provided Street Health Services in the past 60 days, as documented through UDS, RBA metrics and other ACHCH required forms.
2. Contractor shall serve a minimum of 250 unique patients annually.

3. Contractor shall provide a minimum of 50 field based SARS-CoV-2 RNA tests during the contract period. Testing resources shall be prioritized in response to unsheltered outbreaks, with population sampling testing completed secondarily as available.
4. Contractor shall ensure patients receive screening for medical insurance with follow-up assistance provided to the uninsured, to be documented on the Excel tracking sheet [i.e. insurance status at time of consent and current status].
5. Contractor shall maintain nurse led care plans for all patients, in the Electronic Health Record, ready for audit.
6. Contractor shall ensure all Street Health team members attend monthly Street Health Learning Community
7. Contractor shall ensure Street Health teams member shall attend an ACHCH Opioid Overdose Responder and Naloxone training within 60 days of Street Health start date and annually thereafter

Contractor shall submit an updated organizational chart reflecting all positions in the clinic within one month of commencement of contract.

1. Contractor shall have and maintain current job descriptions on file with HCSA for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of HCSA. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the HCSA.
2. Contractor shall submit a plan for training, supervising and supporting staff to prevent staff turnover that is typically associated with homeless services within one month of contract commencement.
3. Develop and implement policies and procedures to support Street Health Outreach Team activities:
  - a. Policy and procedure for linking patients from an encampment/shelter/unsheltered street site to a brick-and-mortar medical home for services.
  - b. Contractor shall have a patient and staff safety policy and procedure in place prior to deploying Street Health Outreach Team.
  - c. Contractor shall have a process for staff to report sentinel events as defined by the Joint Commission, including a death of a patient, which will lead to a subsequent investigation, summary, and next steps, all of which must be reported to the **ACHCH Director of Quality** within 8 weeks of the event being reported. If the current, established plan is changed LifeLong will submit to HCSA with the following monthly report.
  - d. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances.

4. Contractor will have established a clinician back-up schedule for the Street Health Outreach Team, with quarterly updates provided to ACHCH, or as requested.
5. Contractor will provide ACHCH with a current Street Health Outreach Team site and service locations schedule, with updates provided every subsequent month.
6. Utilization Report
  - a. ACHCH Data and Patient Reporting Requirements & Microsoft Excel file of encounter data (see Attachment A2)

**V. Compliance and Performance Reporting and Evaluation Requirements**

Contractor is required to provide data necessary to meet HCSA’s applicable financial and programmatic reporting requirements. (See Attachment A2). Monthly UDS utilization reports shall be due by the 15th day of the month following the end of the month. Quarterly reports shall be due by the 15th day of the month following the end of the quarter. Annual UDS Report shall be due January 15th 2021.

Contractor is required to enter Result Based Accountability (RBA) Measures in the County’s Clear Impact Software by the 15th of the month.

**A. Evaluation Requirements**

The County utilizes the Results Based Accountability (RBA) framework and Clear Impact performance software to track program performance. The Contractor is required to implement County RBA metrics listed below. Any changes that the Contractor wishes to make to the RBA document should be discussed with the County.

Process Objectives	“How Much” Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 150 patients will have active enrollment in a medical home.	# of patients who have active enrollment in a medical home with the home clinic  # of patients who have active enrollment in a medical home with an external clinic	Excel Tracking Sheet  EHR
By June 30 <sup>th</sup> , 2021, 200 patients with ≥3 encounters (after consenting to services) will receive an outreach assessment to determine basic needs.	# of patients with ≥3 encounters (after consenting to services) who received an outreach assessment to determine basic needs	Alameda County Outreach Assessment Tool  Excel Tracking Sheet
By June 30, 2021 the Street Health team (RN/NP/PA/MD) will screen 150 unique patients for HIV and Hepatitis C	# of unique patients screened for HIV  # of unique patients screened for Hepatitis C	Excel Tracking Sheet  EHR

Quality Objective	"How Well" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 80% of patients will be document ready for housing	% of patients who are document ready for housing	Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 75% of patients with positive screening (HIV and/or Hepatitis C will complete a lab test to confirm the initial test results	% of patients with positive screening for HIV who completed a lab test to confirm the initial test result  % of patients with positive screening for Hepatitis C who completed a lab test to confirm the initial test result	Excel Tracking Sheet  EHR

Impact Objective	"Is Anyone Better Off" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 90% of patients with a medical home will be actively engaged with a clinic-based primary care provider	% of patients with a medical home who are actively engaged with a clinic-based primary care provider	EHR and/or Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 80% of patients will have completed a Coordinated Entry System (CES) Assessment	% of patients with a completed CES assessment	Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 70% of patients who are positive for HIV and/or Hepatitis C will have a face to face visit with a clinic or field-based provider [NP, PA, MD]	% of patients who are positive for HIV who have had a face to face visit with clinic/field- based provider (NP/PA/MD)  % of patients who are positive for Hepatitis C who have had a face to face visit with clinic/field-based provider (NP/PA/MD)	Excel Tracking Sheet  EHR

## B. Reporting Requirements

### 1. Process Performance Measures

A. # of patients who have active enrollment in a medical home with the home clinic
B. # of patients who have active enrollment in a medical home with an external clinic
C. # of patients with ≥3 encounters (after consenting to services) who received an outreach assessment to determine basic needs
D. # of unique patients screened for HIV
E. # of unique patients screened for Hepatitis C

### 2. Quality Performance Measures

% of patients who are document ready for housing
% of patients with positive screening for HIV who completed a lab test to confirm the initial test result

% of patients with positive screening for Hepatitis C who completed a lab test to confirm the initial test result
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**3. Impact Performance Measures**

% of patients with a medical home who are actively engaged with a clinic-based primary care provider
% of patients with a completed CES assessment
% of patients who are positive for HIV who have had a face to face visit with clinic/field-based provider (NP/PA/MD)
% of patients who are positive for Hepatitis C who have had a face to face visit with clinic/field-based provider (NP/PA/MD)

**4. Other Reporting Requirements**

- a. Contactor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

**C. Other Evaluation Requirements**

- 1. Contractor has the option to submit one RBA metric to add to the required metrics. The Contractor shall identify one process, one quality and one impact metric. These measures shall be submitted to the ACHCH Quality Director within one month of contract activation.
- 2. Contractor shall submit aggregated patient level data to the County to verify RBA metrics submission, upon request.

**VI. Additional Requirements**

**A. Quality Improvement**

**Contractor is required to participate in the following activities:**

- 1. Report incidents and sentinel events to the ACHCH internal quality committee
- 2. Attend quarterly Contractor quality meetings
- 3. Identify and report issues related to program/clinic effectiveness that impact ability to implement program model to internal ACHCH quality committee.
- 4. Participate in two data “deep dive” site visits per contract year.
- 5. Patient Satisfaction/Experience Surveys  
Contractor shall administer the ACHCH patient experience survey with clients served by the Contractor under this contract. Contractor shall use a designated data collection and analysis tool to provide periodic feedback on patient satisfaction and experience to Health Care for the Homeless leadership and its own program/ management team. Health Care for the Homeless reserves the right to conduct periodic quality audits of hard copy patient surveys.
- 6. Alameda County HCH will provide technical assistance support to Street Health Teams twice monthly in the field.

## **B. Certification/Licensure**

Contractor shall have and maintain current:

Contractor shall maintain all required licenses and special permits issued by federal, state, and local agencies to the services it provides, including but not limited to the California Health and Safety Code, Division 2, and Title 22 and Title 17 Code of Regulations, or successors thereto.

Contractor shall obtain and maintain credentialing under the Alameda Alliance for Health and Anthem Blue Cross.

Contractor shall maintain certification to participate in the Medicare and Medi-Cal programs under Title 18 and 19 of the federal Social Security Act, and/or all other such future programs necessary to fulfill its obligation under this Agreement.

Contractor shall notify the contract manager immediately by telephone, and in writing within five days, when there is a change in the license and/or certification of any program, service, department, or facility providing services under this Agreement.

Contractor shall ensure that all personnel are licensed, certified, and credentialed in accordance with all legal requirements, and are qualified by training and experience to perform the services they are assigned to perform.

As a contractor providing services within the ACHCH health center scope of project, Bay Area Community Street Health Outreach Team is responsible for maintaining its operations, including development and implementation of its own operating procedures, in compliance with HRSA Health Center Program requirements listed under Health Center Program Statute- Section 330 of the Public Health Service (PHS) Act (42 U.S.C §254b), as defined in the most recent version of HRSQ's Health Center Program Compliance Manual. Additionally, Bay Area Community must comply with any homeless population-specific ACHCH health center policies, such as Sliding Scale Fee Discount policy. All clinical and enabling services reported to ACHCH must be included in the most current ACHCH HRSA health center scope of project.

## **C. Other Requirements**

- 1.** As a sub awardee of Federal funds, Contractor is considered as carrying out part of HCSA's approved health center scope of project, specifically the provision of geographically specified street-based health care services to health center patients experiencing unsheltered homelessness. As a federally-funded sub awardee, Contractor is required to comply with all applicable Health Center Program requirements (including those found in section 330 of the PHS Act, implementing program regulations, and grants regulations in 45 CFR Part 75).
- 2.** It is the responsibility of the contractor to ensure that all services are provided in accordance with pertinent local, state or Federal statutory, regulatory and policy requirements, regulations, codes and permits associated with the HRSA-approved scope of project; professionally recognized standards of care; prevailing standards of medical practice in the community; and all provisions of this contract.
- 3.** Contractor must maintain financial and operational records, and provide access for ACHCH staff for review. Contractor must maintain patient health care records, ensuring that patient medical records are maintained in accordance with federal record-keeping and reporting requirements (per 45 CFR

75.361), whether provided by Contractor at a Contractor site, or through referral to an outside provider, and can be made accessible to ACHCH staff upon request for review.

4. Contractor shall deliver health services that demonstrate a high quality of care as defined by prevailing professional standards, by HCSA, and by consumers of these services. These services shall be provided by Contractor in a manner consistent with principles of professional practice and ethical conduct and reflect concern for the acceptability, accessibility, and cost of services.
5. Contractor shall promptly handle complaints, appeals, and grievances. An individual may file a complaint, appeal or grievance with the County or the Contractor. If an individual files a complaint, appeal, or grievance with Contractor, the county delegates to Contractor the responsibility of handling in a professional manner and in accordance with all County policies that complaint, appeal or grievance. At no time shall an individual's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between an individual and Contractor. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances. The policy shall be made available for review upon County's request. The Contractor shall designate a contact person for the County to contact regarding complaints, appeals and grievances that are filed with the County.
6. The Alameda County Health Care for the Homeless is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Health Care for the Homeless funding in statements or printed materials as outlined in the guidelines listed below:
  - a. Contractor shall announce funding award only after the contract has been fully executed and announcement of activities have been discussed with the Health Care for the Homeless Administrator.
  - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  - c. Contractor shall acknowledge Health Care for the Homeless funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:
    - i. **Funded by Alameda County Health Care for the Homeless**
  - d. Materials produced with Health Care for the Homeless funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Health Care for the Homeless, and the recipient will not be additionally reimbursed for use or reproduction.
  - e. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
7. Program Monitoring Process: Contractor shall participate in an at-least-annual on-site monitoring of subawardee compliance and activities. Monitoring activities will include review of compliance documentation, invoices, patient data, quality outcomes and RBA measures, and specific ongoing projects. Upon completion of on-site monitoring visit, ACHCH shall submit a report to contractor for review, with any findings requiring corrective action.



8. Corrective Action Procedures: ACHCH, as a pass-through entity, is responsible for: (i) monitoring subawardee activities to provide reasonable assurance that the contractor administers federal awards in compliance with federal requirements; (ii) ensuring required audits are performed and requiring contractor to take prompt corrective action on any monitoring or audit finding; and (iii) evaluating the impact of contractor activities on its ability to comply with applicable federal regulations. In the event of failure by contractor to meet compliance or contracted obligations, ACHCH designated officials shall require contractor to develop a corrective action plan in an agreed-upon timely manner. Failure to comply with corrective action plan will result in financial sanctions up to and including termination of subaward and contract.
9. Termination: Upon Notice. Either party may terminate this Agreement without cause upon not less than sixty (60) days prior written notice to the other party. Upon Material Change in Circumstances. This Agreement may be terminated by either party upon not less than thirty (30) days prior written notice to the other party, in the event of substantive change in the federal law or regulations governing ACHCH and/or contractor, or in the event of decreased or elimination of funding, such that the intention of either of the parties in entering this Agreement has been materially altered

**D. Entirety of Agreement**

Contractor shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A-1:

- Attachment A1 - Sample Consumer/Client Flow
- Attachment A2 – ACHCH Patient Visit Utilization Data Reporting

**EXHIBIT B-3  
PAYMENT TERMS**

I. Budget Summary

Bay Area Community Health 3080 - RFP No. HCSA-900319 - Street Medicine Outreach Program July 1, 2020 to June 30, 2021				
Program Details - Year 2	FTE	New Budget	Federal Funds	Non-Federal Funds
<b>Personnel</b>				
Nurse Practitioner (Susan Doughty)	30.00%	55,147.06		55,147.06
<b>Subtotal Personnel</b>		55,147.06		55,147.06
Retirement	3.00%	1,654.41		1,654.41
Worker's Comp	3.94%	2,172.79		2,172.79
Med/Dental, etc.	20.41%	11,255.52		11,255.52
Social Security	6.20%	3,419.12		3,419.12
Medicare	1.45%	799.63		799.63
EDD	1.00%	551.47		551.47
<b>Fringe Benefits</b>	<b>36.00%</b>	<b>19,852.94</b>		<b>19,852.94</b>
<b>Sub-total Cost</b>		<b>75,000.00</b>		<b>75,000.00</b>
<b>Personnel</b>				
Registered Nurse (TBD) (Sep 2020 to June 2021)	100.0000%	69,882.34	69,882.34	
Project Manager (Katherine Haley)	18.6443%	23,400.00	23,400.00	
Licensed Clinical Social Worker (Shalom Spencer)	100.0000%	60,291.18	60,291.18	
Community Health Outreach Worker (Elisa Espinoza)	100.0000%	48,000.00	48,000.00	
<b>Subtotal Personnel</b>		<b>201,573.52</b>	<b>201,573.52</b>	<b>-</b>
Retirement	3.00%	6,047.21	6,047.21	-
Worker's Comp	3.94%	7,942.00	7,942.00	-
Med/Dental, etc.	20.41%	41,141.15	41,141.15	-
Social Security	6.20%	12,497.56	12,497.56	-
Medicare	1.45%	2,922.82	2,922.82	-
EDD	1.00%	2,015.74	2,015.74	-
<b>Fringe Benefits</b>	<b>36.00%</b>	<b>72,566.48</b>	<b>72,566.48</b>	<b>-</b>
<b>Total Personnel Cost</b>		<b>274,140.00</b>	<b>274,140.00</b>	<b>-</b>
<b>Operating Cost</b>				
<b>Contract Services (Eric Briones - July to August 2020 - \$152/hr x 20hrs x 9 weeks)</b>		27,360.00	27,360.00	
<b>TRAVEL</b>				
Staff for Travel Reimbursement (\$250/month x 12 months)		3,000.00	3,000.00	
Client Transportation (\$100 x 12 months)		1,200.00	1,200.00	
HSM Van Gas (\$100 x 12 months)		1,200.00	1,200.00	
<b>EQUIPMENT</b>				
HSM Van Maintenance (\$100 x 12 months)		1,200.00	1,200.00	
<b>SUPPLIES</b>				
Medical and Pharmacy Supplies/Client Gap Funds (\$1,000 x 12 months)		12,000.00	12,000.00	
<b>Training</b>				
Staff Development and Training		5,000.00	5,000.00	
<b>OTHER</b>				
Staff PPE & Outreach Gear (HIPAA bags, protective equipment, rain gear, admin supplies) (\$250 x 12 months)		3,000.00	3,000.00	
Storage Unit Rental		2,000.00	2,000.00	
Communication Expense (cell phone and hotspot plan for HSM staff)(\$200 x 12 months)		2,400.00	2,400.00	
<b>Total Operating Costs</b>		<b>58,360.00</b>	<b>58,360.00</b>	<b>-</b>
<b>Indirect Cost - 5% of \$350,000</b>		<b>17,500.00</b>	<b>17,500.00</b>	<b>-</b>
<b>Sub-total Cost</b>		<b>350,000.00</b>	<b>350,000.00</b>	<b>-</b>
<b>Total Program Cost</b>		<b>\$ 425,000.00</b>	<b>\$ 350,000.00</b>	<b>\$ 75,000.00</b>

II. Additional Funding



<b>Bay Area Community Health</b> <b>HSM - HRSA Expanding Capacity for Coronavirus Testing (ECT)</b> <b>Project Budget</b>	
Cost Items	Total Budget
Operating Expenses:	
Supplies (tent, table, chairs, clipboards, garbage can)	\$ 300.00
PPE (booties, gowns, gloves, mask, facemasks, etc.)	1,000.00
Medical Supplies (thermometers, Kleenex, biohazard bags, hand sanitizer, surgical mask for patients, wipes)	1,500.00
COVID-19 testing (50 tests x \$144)	7,200.00
<b>Total Budget</b>	<b>\$ 10,000.00</b>

BACH shall provide a minimum of 50 field based SARS-CoV-2 RNA tests during the contract period (July 1, 2020 – June 30, 2021). Testing resources shall be prioritized in response to unsheltered outbreaks, with population sampling testing completed secondarily as available.

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column “ACHCH Funding”, unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

**I. Terms and Conditions of Payment**

A. Reimbursement

1. Contractor shall invoice the County during the contract period for actual expenses incurred according to the following schedule:

Invoice	Service Period, FY 2020-21	Submission Deadline
First	July 1 to July 31, 2020	August 15, 2020
Second	August 1 to August 31, 2020	September 15, 2020
Third	September 1 to September 30, 2020	October 15, 2020
Fourth	October 1 to October 31, 2020	November 15, 2020
Fifth	November 1 to November 30, 2019	December 15, 2019
Sixth	December 1 to December 31, 2020	January 15, 2021
Seventh	January 1 to January 31, 2021	February 15, 2021
Eighth	February 1 to February 28, 2021	March 15, 2021
Ninth	March 1 to March 31, 2021	April 15, 2021
Tenth	April 1 to April 30, 2021	May 15, 2021
Eleventh	May 1 to May 31, 2021	June 15, 2021
Twelfth	June 1 to June 30, 2021	July 15, 2021

2. Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$435,000** and monthly payments may not exceed **\$36,250** for FY20-21 without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2021**.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project’s program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.
6. All costs paid for by the federal award must be allowable consistent with the Federal Cost Principles detailed in 45 CFR 75 Subpart E: Cost Principles and in compliance with federal legislative mandates outlined in [HRSA Grants Policy Bulletin 2019-02E](#)

B. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A-1, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
ATTN: TERRI MOORE, ACHCH CONTRACTS MANAGER  
1404 FRANKLIN STREET STE 200  
OAKLAND CA 94612

## **SAMPLE CONSUMER/CLIENT FLOW**

### **1. OUTREACH, ENGAGEMENT, INTAKE.**

- a. Intake procedures involve engaging with an unfamiliar client at a homeless encampment or location; the client has expressed interest in receiving transitional support/case management with improving health outcomes. Intake procedures for treatment include signed written or documented verbal consent for treatment, and collection of client's personal information for entry in the EHR.
- b. Engagement will likely take place over several visits.
- c. Every client, regardless of level of engagement, will be offered a business card with Contractor's cell phone, Contractor shall inform each patient of the Street Health Outreach schedule, and when they can expect the Contractor to return to the encampment.
- d. Services are voluntary. Prior to the provision of medical or behavioral health services, Contractor shall ensure all appropriate consent, privacy, and release of information forms are completed by the patient.

### **2. ASSESSMENT**

Clinical assessment is completed over the first 1-3 meeting(s) with a client and will include a medical assessment, a brief psychosocial assessment and care plan.

### **3. INTERVENTION(S) AND FOLLOW-UP.**

Every client will be notified that they can follow-up with their health care provider at the Contractor's clinic or other medical home. They will receive information on the relevant address, phone numbers and the hours of operation including the best days for walk-ins.

### **4. TRANSPORTATION**

Contractor shall provide transportation assistance for services (car, bus, BART, Uber and/or Lyft transportation) to primary medical clinics and laboratories (e.g., Quest) to address urgent health needs.

### **5. HEALTH INSURANCE AND BENEFITS**

All clients will be offered health services, regardless of their health insurance status. Pursuant to the Contractors' and the Health Care for the Homeless Sliding Fee Scales, the Contractor shall not require payment from homeless individuals for services delivered under this contract. Contractor shall provide assistance to clients to enroll in

insurance (e.g., Medi-Cal enrollment, HealthPAC enrollments and renewals) and benefits for which they may be eligible (e.g., CalFRESH).

**6. DOCUMENTATION AND MEDICAL RECORDS**

- a. One encounter form shall be completed for each Outreach Assessment.
- b. Paper Charts are used in the field. Paper charts used in the field shall be stored in a locked backpack. Paper charts and notes shall be secured or destroyed upon return to the office according to Contractor's policies and procedures.
- c. Electronic Health Record. All encounters will be documented by the provider in the EHR upon return to the Contractor's office.

**7. RE-ASSESSMENT OF PROGRESS.**

Re-assessment of progress will be made at subsequent encounters.

**8. CARE PLAN CHANGE.**

Care plan changes will be made as the client's need change.

Attachment A2

**ACHCH DATA AND PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS**

**As a HRSA health center, ACHCH requires contractors to report data in a manner aligned with the most current definitions in the HRSA/BPHC Uniform Data System (UDS) Manual, located at <https://bphc.hrsa.gov/datareporting/reporting/index.html> .**

**Please take the time to carefully review this source document for health center reporting requirements.**

**Reportable Visits:**

Reportable visits are documented, individual, face-to-face contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services. Health centers should count only visits that meet all these criteria.

To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Included in patient visit documentation maintained by contracted provider should be consent documentation and verification of release of information signed by patient.

**Submission of Reportable Visits**

ACHCH contractors are required to submit a monthly report of all reportable health center visits provided by contractor. This report should be submitted before the 15<sup>th</sup> of the following month. Submission must be made in excel format through a secure FTP system arranged by the ACHCH program.

**Required patient data for each reported visit**

Required patient data for each reported visit is sent to and stays in the possession of ACHCH. Date required for each reported visit includes the following:

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient First Name	Patient Middle Name	Patient Last Name
Suffix (ie: JR)	Patient Birth Date	Family Status
Family Size	Patient Gender Identity	Patient Ethnicity
Patient Race	Patient Sex assigned at birth	Patient Sexual Orientation
Visit CPT Codes for clinical encounters	Visit Enabling Service Codes for enabling service encounters (up to 3)	Patient ICD10 Diagnosis code for clinical encounters (up to 5)
Patient Monthly Income	Patient Income Source	Patient Veteran Status
Patient Medical Payer Source	Patient Homeless Status	Patient Translation Needed

**Provider Types**

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The [2019 UDS Manual](#) provides a



list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

**Independent Professional Judgment**

To meet the criterion for independent professional judgment, providers must be acting on their own, not assisting another provider, when serving the patient. Independent judgment implies the use of the professional skills gained through formal training and experience and unique to that provider or other similarly or more intensively trained providers.

For example, a nurse assisting a physician during a physical examination by taking vital signs, recording a history, or drawing a blood sample **does not** receive credit as a separate visit.

**Counting Multiple Visits by Category of Service**

Multiple visits occur when a patient has more than one visit with the HCH health center in a day. Most commonly, a patient may receive both a medical visit and an enabling visit at the same time. These distinct services must be provided by two distinct providers working in the capacity of their credentialed position (for example an MD does not report enabling services encounters). Multiple visits must be reported as distinct visits (ie separate rows when electronically reported).

On any given day, a patient may have only one visit per service category, as described below.

Maximum Number of Visits per Patient per Day		
# of Visits	Visit Type	Provider Examples
1	Medical	physician, nurse practitioner, physician assistant, certified nurse midwife, nurse
1	Dental	dentist, dental hygienist, dental therapist
1	Mental health	psychiatrist, licensed clinical psychologist, licensed clinical social worker, psychiatric nurse practitioner, other licensed or unlicensed mental health providers
1	Substance use disorder	alcohol and substance use disorder specialist, psychologist, social worker
1 for each provider type	Other professional	nutritionist, podiatrist, speech therapist, acupuncturist
1	Vision	ophthalmologist, optometrist
1 for each provider type	Enabling	case manager, health educator

**Patient Homeless/Housing Status**

The HCH program utilizes the federal Health and Human Services HHS definition of [homelessness](#) which is more inclusive than the Housing and Urban Development HUD definition.

- *A homeless individual is defined in [section 330\(h\)\(5\)\(A\)](#) as “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing.” A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation. [Section 330 of the Public Health Service Act (42 U.S.C., 254b)]*
- *An individual may be considered to be homeless if that person is “doubled up,” a term that refers to a situation where individuals are unable to maintain their*

*housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. A recognition of the instability of an individual's living arrangements is critical to the definition of homelessness. (HRSA/Bureau of Primary Health Care, Program Assistance Letter 99-12, Health Care for the Homeless Principles of Practice)Patient Consent and HIPAA acknowledgement*

Providers are required to assess and/or update a patient's housing/homeless status at every clinical or enabling visit. A patient's housing status is self-reported, patients are *not* required to show documentation or verification of housing status. Below are the housing status indicators that should be reported to ACHCH:

<b>Housing Status</b>	<b>Description</b>
Not Currently Homeless	Has permanent housing, except for people who reside in Licensed Board and Care (BNC) who should be noted as Other, or who has moved from homelessness into Permanent Supportive Housing (PSH).
Permanent Supportive Housing (PSH)	Subsidized housing accompanied by supportive services to assist homeless persons with disabilities to live independently (Program based- OPRI, Shelter+Care, Welcome Home etc. AND Site-based (ex: Rosa Parks, Merritt Crossing, etc.)
Shelter	Any public or private shelter or shelter program
Recovery Center	Currently residing in residential substance use program (Cronin, CURA, New Bridge, etc.)
Doubling Up	Doubled up with friends or relatives in a temporary, non-permanent manner. "Couch Surfing"
Motel/Hotel	If a patient's stay is being paid by a program, or if the patient or their family is paying their rent in a motel/hotel. Does not include someone paying monthly rent in a SRO hotel or program.
Street	Includes encampments, streets, buses, other places not fit for human habitation
Transitional	This could range from a formal Transitional Housing program to unlicensed care homes, sober living, or a church-based residential program that patient pays for.
Vehicle	Includes car, camper/RV, van, and boat
Refused to report	This is not to be checked if housing status hasn't been collected. Only if the patient is unwilling or unable to disclose.
Other	Can include patients who reside in Board & Care or Skilled Nursing Facility.

**Sexual Orientation and Gender Identity (SOGI)**

Contractors are required to collect HRSA-mandated Sexual Orientation and Gender Identity data from patients. SOGI data reported must include:

1. Sex as assigned at birth

2. Sexual Orientation
3. Gender Identity

Please note that HRSA required SOGI data follows precise definitions for each category:

1. Sex as assigned at birth (Male or Female)
2. Gender Identify:
  - Male
  - Female
  - Transgender Male/Female-to-Male
  - Transgender Female/Male-to-Female
  - Other
  - Chose not to disclose
3. Sexual Orientation:
  - Lesbian or Gay
  - Straight (not lesbian or gay)
  - Bisexual
  - Something else
  - Don't Know
  - Chose not to disclose

Collecting SOGI data in a respectful manner can be challenging, but it is very important in helping create better services for underserved populations. For information on how to collect this data, you can go to: <https://www.lgbthealtheducation.org/topic/sogi/>

**Transmitting Protected Health Information**

Any data reported to ACHCH that contains protected health information must be done in a secure manner. The two manners that the ACHCH program uses to transmit PHI are:

- FTP secure server
- Secure Email

Contact ACHCH Contracts Manager Terri Moore with any questions around transmission of PHI.

**Incomplete Data Reports or Fields**

Data reports that are incomplete or reported incorrectly will be returned by ACHCH Contracts Manager with a request for resubmission in a timely manner specified by ACHCH.

Data fields that are not collected by contractor must not be reported as “Don’t know” “Unknown” or “Other” – non-recorded data fields must be submitted as either *blank* or *not recorded.* “Other” is acceptable only if the data is collected and is indeed “Other.” Indicate if patient refused to report.

ProviderCode	Enter the type of provider providing a documented, face-to-face encounter. Encounter type is either Service/Enabling or Clinical; provider type must correspond to encounter type. Clinical Provider Types: Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist
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	Enabling Provider Types: Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other Mental Health Coach
Subsite	Name of subsite where services provided
SocialSecurityNumber	xxx-xx-xxxx
FirstName	
MiddleName	Either whole middle name, a single letter; or no middle name, no periods or commas
LastName	No periods or commas.
Suffix	Jr, Sr, I, II, III, IV, V or blank only.
BirthDate	mm/dd/yyyy
FamilyStatus	Unattached Adult Adult in Family Child in Family Unattached Child (under 20 on their own)
Family Size	Number of persons in current household
PatientAddressStreet	number and street or description of living place. Can be residence or mailing address
PatientAddressCity	
PatientState	
PatientAddressZip	
SexAssignedAtBirth	M / F as assigned at birth, if patient is transgender be sure to complete Gender Identity.
SexualOrientation	Lesbian or Gay Straight (not lesbian or gay) Bisexual Something else Don't Know Chose not to disclose
GenderIdentity	Male Female Transgender Male/ Female-to-Male Transgender Female/ Male-to-Female Other Chose not to disclose
Ethnicity	Latino or Hispanic Not Hispanic Refused to report

Race	<p>White  Asian  Native Hawaiian  Other Pacific Islander  Black/African-American  American Indian/Alaska Native  More than one race  Unreported/refused to report</p>
Dx1 Dx2 Dx3 Dx4 Dx5	<p>ICD10 Required for Clinical Encounters (including Mental Health &amp; Clinical substance use). ADA Codes for Dental Visits.</p> <p>Up to 5 Dx Codes per encounter</p> <p>If visit is enabling/service visit, then Dx Codes should be blank.  If there are 2 visits (one clinical, one service) on same day, they should be inputted on different rows, as separate visits, with different provider types.</p>
Svc1 Svc2 Svc3	<p>HCH Enabling Services Types Required for Services Encounters only.</p> <p>A service encounter will NOT include any ICD10 codes.</p> <p>Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits on two separate rows.</p>
CPTCode	Not required; but one CPT code can be submitted.
MonthlyIncome	\$ amount
IncomeSource	<ul style="list-style-type: none"> <li>•General Assistance</li> <li>•WIC Program</li> <li>•Wages Pension Employment</li> <li>•Veteran's Benefits</li> <li>•Food Stamps CalFresh</li> <li>•Unemployment</li> <li>•None</li> <li>•Other</li> <li>•SSI/SSA</li> <li>•Refused to report</li> <li>•CalWORKS</li> <li>•Child Support</li> </ul>

PaymentRes	<p>Medical Payor source for patient; must be documented for each encounter.</p> <ul style="list-style-type: none"> <li>•Medi-Cal FFS</li> <li>•Medi-Cal Mgd Care Alliance</li> <li>•Medi-Cal Mgd Care Blue Cross</li> <li>•Medicare</li> <li>•Medi-Medi</li> <li>•Sliding Scale/Self-Pay</li> <li>•VA Medical</li> <li>•Private Insurance</li> <li>•Other</li> <li>•None</li> <li>•HealthPAC</li> </ul>
HomelessStatus	<p><i>Patients must be screened for homelessness and most recent housing status inputted for <u>every visit</u>. If housing screening was not done, do not enter Unknown.</i></p> <ul style="list-style-type: none"> <li>•Not currently homeless</li> <li>•Shelter</li> <li>•Recovery Center</li> <li>•Doubling up</li> <li>•Street</li> <li>•Transitional</li> <li>•Refused to report</li> <li>•Other</li> <li>•Hotel/Motel</li> <li>•Permanent supportive housing</li> <li>•Vehicle</li> </ul>
TranslationNeeded	<ul style="list-style-type: none"> <li>•English</li> <li>•Spanish</li> <li>•Other Language: Describe</li> </ul>
VeteranStatus	Y or N

Master Contract No. 900214  
Procurement Contract No. 18189

**COMMUNITY-BASED ORGANIZATION MASTER CONTRACT  
AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of **July 1, 2019**, is a part of the Community Based Organization Master Contract (**No. 900214**) made and entered into by and between the County of Alameda ("County"), and **Tiburcio Vasquez Health Center, Incorporated**, hereinafter referred to as the "Contractor".

The Master Contract is hereby amended with respect to Procurement Contract No. 18189 (or the "Procurement Contract"). Procurement Contract No. 18189 is hereby amended (hereinafter, the "Third Amendment to Procurement Contract" or "Third Amendment") as follows:

1. The attached **Exhibit A-3** – Program Description and Performance Requirements, which includes Attachment A1 and Attachment A2, is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes Exhibit A-2 in its entirety;
2. The attached **Exhibit B-3** – Terms of Payment is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes Exhibit B-2 in its entirety.
3. The compensation payable to Contractor hereunder shall increase from **\$485,000** to **\$910,000** for the term of this Procurement Contract.

Dept. Terri Moore Phone (510) 891-8927 Email Terri.Moore@acgov.org  
Contact \_\_\_\_\_

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this amendment to the Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this amendment to the Procurement Contract in his/her authorized capacity and that by his/her signature on this amendment to the Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this amendment to the Procurement Contract.

**COUNTY OF ALAMEDA**

**Tiburcio Vasquez Health Center, Incorporated**

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Name Colleen Chawla

Name Andrea Schwab-Galindo, MPH, CHC

Title Director, Health Care Services Agency

Title Executive Vice President / Chief Admin Officer

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Signature

Name K. Joon Oh

Title Deputy County Counsel

**EXHIBIT A-3  
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Alameda County Health Care Services Agency Office of the Agency Director
<b>Contractor Name</b>	Tiburcio Vasquez Health Center, Incorporated
<b>Original Master Contract Period</b>	July 1, 2019 – June 30, 2020
<b>Original Master Contract Amount</b>	\$410,000
<b>First Amendment Contract Period</b>	July 1, 2019 – June 30, 2020
<b>First Amendment Contract Amount</b>	\$485,000 (increase of \$75,000)
<b>Second Amendment Contract Period</b>	July 1, 2019 – June 30, 2021 (12-month extension)
<b>Second Amendment Contract Amount</b>	\$910,000 (increase of \$425,000)
<b>Third Amendment Contract Period</b>	July 1, 2019 – June 30, 2021 (No Change)
<b>Third Amendment Contract Amount</b>	\$920,000 (increase of \$10,000)
<b>Type of Services</b>	Homeless street outreach and engagement, street health services and triage, collaboration with housing and community organizations to secure housing and benefits for patients, enabling services, short-term case management, laboratory/diagnostic tests, medication formulary, healthcare navigation services, supportive services/referrals.
<b>Procurement Contract No.</b>	18189

**I. Program Name**

Central County Street Health Outreach

**II. Contracted Services**

Contractor shall provide:

*1. Street Outreach and Engagement:*

- a. Attend to basic needs prioritized by clients, e.g., distributing basic necessities and supplies (e.g., hygiene supplies socks, hand warmers, toilet paper, toiletries, tampons/pad);
- b. Provide problem-solving support (e.g., identifying a place for a warm breakfast, pet care);
- c. Provide health education and information about health and community services.

*2. Street Health Services and Triage:*

- a. Medical assessments and brief psychosocial assessments and triage;
- b. Diagnosis and treatment of conditions commonly associated with being homeless, e.g., respiratory infections, heat and cold-related illness, wound care, skin and foot problems, nutritional deficiencies
- c. Vaccinations (e.g., flu, Hepatitis A, B, Tdap); arranging for or providing screenings (e.g., HIV, Hepatitis C)
- d. Troubleshooting pharmacy related barriers, such as regularly picking up medications;



- e. Crisis assistance and brief behavioral health interventions (e.g. Motivational Interviewing, Problem Solving Therapy);
- f. Harm reduction strategies for Sexually Transmitted Disease (STD) prevention and Substance Use Disorders (SUD), including Narcan distribution;
- g. Linkage to Medication Assisted Treatment (MAT) for substance use disorders including management of buprenorphine treatment;
- h. Benefits Advocacy;
- i. Support with selecting a provider of the client's choice or re-engaging in care at an assigned clinic, and problem-solving around reasons for not connecting with an assigned medical home, including assisting with clinic paperwork and transitional period transportation assistance;
- j. Triage and referral to the appropriate level of care (e.g., brick-and-mortar primary care, urgent care, specialty care and dental clinics, emergency departments);
- k. Medi-Cal and HealthPAC enrollment and renewal assistance, and assistance with other public benefits for which the client may be eligible;
- l. Contractor shall accept clients at Contractor's brick-and-mortar clinic in a timely manner. Clinic will be prepared to treat conditions of particular concern to people experiencing homeless, such as HIV, Hepatitis C; and MAT (i.e., buprenorphine) for opioid addiction. Timely access is defined in accordance with the State of California's timely access to care standards (<https://www.dmh.ca.gov/HealthCareinCalifornia/YourHealthCareRights/TimelyAccessToCare.aspx>)
- m. Contractor shall provide medical supplies, limited laboratory and medication dispensing services as part of the Street Health program. Examples include: basic labs such as glucose meter and cholesterol testing; blood pressure checks, wound care around first aid, disbursement of smoking cessation toolkits, preliminary screening for acute medical conditions including infections and asthma, and distribution of birth control and pregnancy testing kits. For blood work, the Medical Outreach Team will refer individuals experiencing homelessness to the nearest licensed laboratory and provide them with transportation aid. HIV and Hepatitis C tests, as well as vaccinations and TB tests, will be made available through referrals and transportation vouchers.
- n. The model of care has been and will continue to be flexible and responsive to the needs of our unsheltered community, particularly as part of the response to the COVID-19 pandemic, encompassing working closely under the direction of ACHCH undertaking a number of emergency actions to meet the needs of our most vulnerable population while noting the impact on RBA and other contract deliverables that may not be met as a result. In light of the ongoing COVID-19 pandemic the Street Health service model will be targeted to providing unhoused persons, education related to symptoms and protective measures, distribution of hand sanitizer and masks, verbal assessment, tracking of assessment, temporal thermometer reading (if feasible), and participation in ACHCH responses to outbreaks in unsheltered settings including providing field based COVID-19 testing completing environmental scans, referrals to Operation Comfort, and contract tracing support under the guidance of the Alameda County Public Health Department, and referrals to isolation and housing resources to protect the unhoused populations we collectively serve.

3. *Collaboration with Housing and Community Organizations to Secure Housing and Benefits for Eligible Patients:*

- a. Provide housing problem-solving and complete and/or update as needed Coordination Entry Assessments for all Street Health patients.

- b. Assist patients with gathering identification documents required for getting housing; many documents are already on file with health care providers for the purposes of Medi-Cal and public benefits enrollment. Contractor shall coordinate with regional Housing Resource Centers (HRCs) to gather patient documentation required for Alameda County’s Coordinated Entry assessment process to become eligible for Permanent Supportive Housing.
- c. Coordinate with regional HRC, including attending the “By-Name lists” Case conferences as needed to ensure coordination of care to support patients in obtaining housing.
- d. Coordinate with participating agencies on AB 210, which permits multi-disciplinary teams using County protocol to share and exchange information that expedites linkage of individuals and families to housing and services.
- e. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS to support patients who need to connect to specialty mental health and SUD treatment services.
- f. Contractors shall not participate in activities related to abatement of encampments.

**III. Program Information and Requirements**

**A. Program Goals**

Contractor shall provide services to accomplish the following goals:

- 1. Remove barriers to health services for homeless Alameda County residents who would not otherwise access services due to the competing pressures of daily survival, distrust of the health care system, stigma associated with being homeless, and bureaucratic and transportation navigation challenges.
- 2. Prevent deterioration of physical and behavioral health status;
- 3. Appropriate and timely utilization of emergency, inpatient, and crisis health care services;
- 4. Housing stability through partnerships and collaborations with other community-based organizations;
- 5. Increased income through benefits enrollment and support of disability cases through adequate and timely documentation.

**B. Target Population**

Contractor shall provide services to the following populations:

**1. Service Groups**

Contractor shall provide services to:

- a. Alameda County residents who are homeless. As defined by Section 330(h)(5)(A) of the Public Health Service Act, the term “homeless individual” means “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations and an individual who is a resident in transitional housing.”
- b. Priority for services shall be unsheltered individuals (people who are living in a place not meant for human habitation).

Contractor shall make it a priority to serve:

- a. Unsheltered individuals. “Unsheltered” refers to homeless individuals who are living in places not meant for human habitation.
- b. Unsheltered individuals who are not engaged/well-linked to a primary care clinic.
- c. Unsheltered individuals with a medical (including dental) condition who can benefit from:
  - i. Primary care medical, dental, mental health services (mild/moderate), or
  - ii. Assistance with Medi-Cal or HealthPAC enrollment, and navigating health plan benefits and other public programs,
  - iii. Navigation support to gain access other parts of the health care system, e.g., medical specialties, specialty mental health services, Substance Use Disorder (SUD) treatment, and if necessary, Emergency Medical Services (EMS).

**2. Referral Process to Program**

- 1. Clients served under this program shall be identified through outreach conducted by the Street Health Outreach Team at designated service locations. Services are voluntary, meaning that individuals may choose to engage or not engage.
- 2. Contractor shall accept referrals of clients in its geographic area from Alameda County Health Care for the Homeless.
- 3. Contractors are discouraged from responding to additional outside referrals that divert resources away from maintaining a consistent schedule at designated encampments or locations. Teams may consult with Alameda County Health Care for the Homeless to triage incoming referrals.

**3. Program Eligibility**

Contractor shall serve clients in the following geographic area:

Contractor shall serve clients in the following geographic area: Zone 3 of the census (<https://tinyurl.com/y5s6efln>):

Contractor’s Street Health Outreach Team shall tailor its selection of outreach settings to the needs of the population of the geographic area. Selection of outreach settings shall be determined and mutually approved by the Contractor and Alameda County Health Care Services Agency (HCSA). Services may be offered at encampments, streets, cars, parks, shelters, libraries, bus stations, and public buildings, etc. with the objective of developing a relationship of trust with Alameda County residents who are unsheltered and homeless.

In Central County and suburban areas, unsheltered homeless are more dispersed and there are fewer encampments. Street Health Outreach Team shall maximize its service reach by outreaching at encampments in combination with outreaching at homeless shelters and homeless-serving organizations.

**4. Limitations of Service**

N/A

**C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

## 1. Program Design

Alameda County's Street Health Outreach model is comprised of the following components:

- a. **Maintenance of a Consistent Site Schedule.** Contractor shall develop and maintain consistent schedule for each site and submit schedule to Alameda County Health Care of the Homeless (ACHCH). Contractor shall build trust and rapport with unsheltered homeless individuals, (e.g., outreaching in a welcoming and professional manner, working with informal encampment leaders).
- b. **Street Outreach and Client Engagement.** The purpose of outreach is to build rapport with homeless individuals through consistent, progressive engagement and work to identify medical and behavioral health needs. Contractor shall focus outreach on the broader population within an encampment or location and those with higher needs will be connected to the appropriate member of the team for more intensive services.

Contractor shall ensure that outreach is provided by a minimum of two staff (team members may include community partners) in order to ensure safety. At no point in time shall Contractor staff conduct outreach with a team of fewer than 2 people.

- c. **Assessment and Triage of Basic Medical Needs in the Field.** The Contractor shall support clients to establish a meaningful connection with an assigned primary care, brick and mortar medical home selected by the client. Those with high needs shall be prioritized with intensive visits and services to improve health and permanent housing opportunities. Contractor shall have an assigned medical provider back-up (i.e., Contractor's Nurse Practitioners (NPs), Physician Assists (PAs), or Medical Doctors (MDs) for the Registered Nurse (RN) to consult when certain clinical scenarios arise and to provide street-based care to complex patients with multiple barriers accessing clinic-based care who would benefit from targeted and time-limited treatment by a provider in the field.

### d. Collaboration and Partnership

Alameda County Health Care for the Homeless shall support collaborations by sharing available information on scheduling and services among the Street Health Outreach Teams, and the Health Care for the Homeless mobile unit. Additionally, Health Care for the Homeless shall foster communication and information-sharing with Alameda County Behavioral Health (ACBH) Crisis Response teams, and ACBH Full Service Partnerships focused on homeless. Other possible areas of collaboration include the following:

- Meetings to share information, discuss cases, and coordinate referrals. Representatives from Alameda County Behavioral Health (ACBH) will attend on a periodic basis.
- Outreach Providers Training and Education Series sponsored by Alameda County Health Care for the Homeless.
- Collaboration with the regional Housing Resource Centers (HRCs) and other organizations serving shared clients to connect and re-connect clients to housing services.

## 2. Discharge Criteria and Process

Discussion of discharge planning is initiated during the development of the patient's initial RN led Care Plan. Goals and objectives included in the Care Plan are individualized to each patient and co-developed between the patient and the Street Health team members.

Patients will be discharged from the Street Health Program upon:

- Successfully completion of the goals outlined in their Care Plan
- Transfer to a higher level of case management program (e.g., Full Service Partnership, Health Homes)
- Lost to follow-up (i.e., Patient has not had contact with the Street Health team for 60+ days. Patients are welcome to continue working with the Street Health teams in the future however they will be considered "inactive" when 60 days without contact with the Street Health team have elapsed)
- Demonstration of violent/inappropriate behavior
- This should be assessed based on severity of behavior and patient's response to the Street Health team's interventions

### 3. **Hours of Operation**

Hours of operation shall be determined and mutually approved by the Contractor and HCSA.

Contractor shall maintain the following minimum hours of operation:

*Field-based hours of operation (20 hours).* Contractor shall create a monthly schedule, with the team visiting encampments during the same day and time range to foster engagement and ensure consistency. Times at encampments/locations will be determined based on encampment/location size and needs; frequency per location will generally begin with twice a week and will taper off over time as needs are met. The team shall arrive at sites per the schedule and work to address weather and other related factors to prevent cancellations.

Hours may fall outside of regular business hours to meet the needs of the population in the geographic area. Contractors may occasionally offer flexible hours based on the needs of the community.

*Individual Patient Scheduling.* Appointments shall be scheduled for both office and field-based support for patient follow-up as clinically indicated;

### 4. **Service Delivery Sites**

Service locations shall be determined and mutually approved by the Contractor and HCSA.

Contractors shall collaborate with the County to adjust service locations within the geographic area in order to move with the service population.

In addition to providing direct outreach and clinical services at encampments and other locations in the Contractor's service area, the Contractor shall provide services at the following brick-and-mortar clinic:

Tiburcio Vasquez Health Center, 22331 Mission Blvd., Hayward, CA 94541

5. **Minimum Staffing Qualifications:** Staffing should reflect (i.e., RN, social worker, CHOW, Program Manager, and NP, PA, or MD) familiarity with street culture and the cultural competency required to successfully serve the priority population in regards to race/ethnicity, language, gender, sexual orientation and expression, and patients' experiences with and perceptions of the health care system.

Street Health positions are staffed by one employee per role at the contractor's designated brick and mortar clinic; role responsibilities are carried out by the employee occupying each role and not divided among multiple staff members.

a. The staffing model is as follows:

- i. *Program Manager* at a minimum of 0.10 Full Time Equivalent (FTE): Oversight of contract management and submission of all required deliverables and reporting, producing both client-level data and evaluation outcome reports, supporting the Team to track outcomes, and ensuring Team development of protocols and procedures, including linkage of homeless clients to a brick and mortar clinic.
- ii. *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE.
  1. Client outreach, engagement, and relationship development.
  2. Identification of potential new sites, staying up to date with local resources, and development of new regional relationships.
  3. Health education and harm reduction including naloxone trainings.
  4. Medi-Cal and benefits advocacy
  5. Lead coordinator with housing outreach providers and Housing Resource Centers.
  6. Providing and tracking referrals, scheduling and reminding clients of appointments.
  7. Reinforcing behavior and mobilizing social support, facilitating client empowerment to fully engage with all members of their health care team,
  8. supporting maintenance of improvements in health status,
  9. coordinating with service providers, e.g., substance use disorder (SUD) treatment services.
- iii. *Registered Nurse (RN) Care Manager* at a minimum of 1.0 FTE. Responsible for providing basic medical care within the scope of an RN in the context of a variety of clinical scenarios, including medical assessments, wound care and skin assessments, vaccinations (e.g., flu, Hepatitis A), assessment of respiratory illnesses, and caring for clients with active substance use disorders. Contractors may refer to the LA Dept. of Health Services' [RN Pilot Protocols for Street-Based Engagement, 2017](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf) as a reference; [https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols\\_Street-BasedEngagement\\_Pilot\\_2017.pdf](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf).) The RN Care Manager will work with providers and negotiate with pharmacies on behalf of clients; serve as the patient care plan lead (development of care plan for patient and coordination of responsibilities with CHW; measuring progress towards the goals outlined in care plan). It is not the intention of this service to treat urgent or emergent scenarios; staff shall call 911 in the event of a medical emergency.
- iv. *Nurse Practitioners (NPs), Physician Assistants (PAs), or Medical Doctors (MDs)* at a minimum of 0.30FTE. Given that provider time is a limited and valuable resource the Street Health team shall work to most effectively and efficiently utilize this resource. Responsible for providing:
  1. Assessment, diagnosis, and treatment of health conditions to highly vulnerable individuals who are unable to make it to brick and mortar facilities and may benefit from targeted and time-limited assessment by a provider in the field.

2. Consultation and telemedicine support to team
  3. Technical support and training regarding medical treatment to the full-time Street Health team members
  4. Support to the Street Health team to develop a protocol and workflow for triaging high-risk patients to limited provider time for targeted medical outreach;
  5. Whenever possible, works to ensure that care in the field is transitioned to brick and mortar facilities as soon as possible to ensure a permanent and thorough medical linkage.
  6. Champions field medical interventions that are particularly important to a population experiencing homelessness, including screening and treatment of Hepatitis C and HIV, as well ensuring ready availability of Medication-Assisted Treatment (e.g. buprenorphine);
- v. *Social Worker (ASW or MFTi)* at a minimum of 1.0 FTE. Responsible for short-term, intensive case management services:
1. Support clients with navigating mental health and substance use treatment systems, helping individuals obtain safe, affordable and permanent housing, developing a support network.
  2. Linking clients to the appropriate level of care, accompanying clients to appointments, consulting with other care-givers, providing counseling and advice, teaching living skills, and advocating on behalf of clients
  3. Short-term, intensive case management services are carried out within the context of on-going behavioral health assessments, care planning and monitoring, and crisis intervention.
  4. The Social Worker shall hold a caseload of up to 20 individual clients at one time who are identified to need more in-depth case management services.
- b. Contractor shall use the following guidelines to allocate the Street Health Outreach Team's staff time:
- 50 percent (3 days) in the field doing outreach, engagement, providing services, care plan development, care coordination, case conferencing for complex clients;
  - 30 percent (1.5 days) of staff time in the field or office-based working with clients who require more intensive care coordination for medical, mental health and substance use disorder conditions, and
  - 20 percent (.5 days) of Contractor's operational hours shall be spent on data tracking, Learning Community/designated meetings, and administrative activities.
  - For the .30 FTE Nurse Practitioners (NPs), Physician Assists (PAs), or Medical Doctors (MDs) 65 percent of staff time (4 hours, 2 days per week) shall be in the field doing assessment, diagnosis, and treatment for complex clients; .35 percent of staff time shall be providing telemedicine, consultation, and technical support and trainings regarding medical treatment.

#### **IV. Contract Deliverables and Requirements**

##### **A. Detailed Contract Deliverables**

Contractor shall provide the following services/deliverables:

1. Contractor shall maintain an Excel tracking sheet (rolling outreach log) of at least 120 prospective-patients and patients, who were provided Street Health Services in the past 60 days, as documented through UDS, RBA metrics and other ACHCH required forms.
2. Contractor shall serve a minimum of 250 unique patients annually.
3. Contractor shall provide a minimum of 50 field-based SARS-CoV-2 RNA tests during the contract period. Testing resources shall be prioritized in response to unsheltered outbreaks, with population sampling testing completed secondarily as available.
4. Contractor shall ensure patients receive screening for medical insurance with follow-up assistance provided to the uninsured, to be documented on the Excel tracking sheet [i.e. insurance status at time of consent and current status].
5. Contractor shall maintain nurse led care plans for all patients, in the Electronic Health Record, ready for audit.
6. Contractor shall ensure all Street Health team members attend monthly Street Health Learning Community
7. Contractor shall ensure Street Health teams member shall attend an ACHCH Opioid Overdose Responder and Naloxone training within 60 days of Street Health start date and annually thereafter

Contractor shall submit an updated organizational chart reflecting all positions in the clinic within one month of commencement of contract.

1. Contractor shall have and maintain current job descriptions on file with HCSA for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of HCSA. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the HCSA.
2. Contractor shall submit a plan for training, supervising and supporting staff to prevent staff turnover that is typically associated with homeless services within one month of contract commencement.
3. Develop and implement policies and procedures to support Street Health Outreach Team activities:
  - a. Policy and procedure for linking patients from an encampment/shelter/unsheltered street site to a brick-and-mortar medical home for services.
  - b. Contractor shall have a patient and staff safety policy and procedure in place prior to deploying Street Health Outreach Team.



- c. Contractor shall have a process for staff to report sentinel events as defined by the Joint Commission, including a death of a patient, which will lead to a subsequent investigation, summary, and next steps, all of which must be reported to the **ACHCH Director of Quality** within 8 weeks of the event being reported. If the current, established plan is changed LifeLong will submit to HCSA with the following monthly report.
  - d. Contractor shall establish and maintain a written policy which describes the Contractor’s internal process for resolving patient and potential patient complaints and grievances.
4. Contractor will have established a clinician back-up schedule for the Street Health Outreach Team, with quarterly updates provided to ACHCH, or as requested.
  5. Contractor will provide ACHCH with a current Street Health Outreach Team site and service locations schedule, with updates provided every subsequent month.
  6. Utilization Report
    - a. ACHCH Data and Patient Reporting Requirements & Microsoft Excel file of encounter data (see Attachment A2)

**V. Compliance and Performance Reporting and Evaluation Requirements**

Contractor is required to provide data necessary to meet HCSA’s applicable financial and programmatic reporting requirements. (See Attachment A2). Monthly UDS utilization reports shall be due by the 15<sup>th</sup> day of the month following the end of the month. Quarterly reports shall be due by the 15<sup>th</sup> day of the month following the end of the quarter. Annual UDS Report shall be due January 15<sup>th</sup> 2020.

Contractor is required to enter Result Based Accountability (RBA) Measures in the County’s Clear Impact Software by the 15<sup>th</sup> of the month.

**A. Evaluation Requirements**

The County utilizes the Results Based Accountability (RBA) framework and Clear Impact performance software to track program performance. The Contractor is required to implement County RBA metrics listed below. Any changes that the Contractor wishes to make to the RBA document should be discussed with the County.

Process Objectives	“How Much” Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 150 patients will have active enrollment in a medical home.	# of patients who have active enrollment in a medical home with the home clinic  # of patients who have active enrollment in a medical home with an external clinic	Excel Tracking Sheet  EHR
By June 30 <sup>th</sup> , 2021, 200 patients with ≥3 encounters (after consenting to services) will receive	# of patients with ≥3 encounters (after consenting to services) who received an outreach assessment to determine basic needs	Alameda County Outreach Assessment Tool

an outreach assessment to determine basic needs.		Excel Tracking Sheet
By June 30, 2021 the Street Health team (RN/NP/PA/MD) will screen 150 unique patients for HIV and Hepatitis C	# of unique patients screened for HIV  # of unique patients screened for Hepatitis C	Excel Tracking Sheet  EHR

Quality Objective	"How Well" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 80% of patients will be document ready for housing	% of patients who are document ready for housing	Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 75% of patients with positive screening (HIV and/or Hepatitis C) will complete a lab test to confirm the initial test results	% of patients with positive screening for HIV who completed a lab test to confirm the initial test result	Excel Tracking Sheet  EHR
	% of patients with positive screening for Hepatitis C who completed a lab test to confirm the initial test result	

Impact Objective	"Is Anyone Better Off" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 90% of patients with a medical home will be actively engaged with a clinic-based primary care provider	% of patients with a medical home who are actively engaged with a clinic-based primary care provider	EHR and/or Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 80% of patients will have completed a Coordinated Entry System (CES) Assessment	% of patients with a completed CES assessment	Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 70% of patients who are positive for HIV and/or Hepatitis C will have a face to face visit with a clinic or field-based provider [NP, PA, MD]	% of patients who are positive for HIV who have had a face to face visit with clinic/field-based provider (NP/PA/MD)	Excel Tracking Sheet  EHR
	% of patients who are positive for Hepatitis C who have had a face to face visit with clinic/field-based provider (NP/PA/MD)	

## B. Reporting Requirements

### 1. Process Performance Measures

A. # of patients who have active enrollment in a medical home with the home clinic
B. # of patients who have active enrollment in a medical home with an external clinic
C. # of patients with ≥3 encounters (after consenting to services) who received an outreach assessment to determine basic needs

D. # of unique patients screened for HIV
E. # of unique patients screened for Hepatitis C

**2. Quality Performance Measures**

% of patients who are document ready for housing
% of patients with positive screening for HIV who completed a lab test to confirm the initial test result
% of patients with positive screening for Hepatitis C who completed a lab test to confirm the initial test result

**3. Impact Performance Measures**

% of patients with a medical home who are actively engaged with a clinic-based primary care provider
% of patients with a completed CES assessment
% of patients who are positive for HIV who have had a face to face visit with clinic/field-based provider (NP/PA/MD)
% of patients who are positive for Hepatitis C who have had a face to face visit with clinic/field-based provider (NP/PA/MD)

**4. Other Reporting Requirements**

- a. Contactor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

**C. Other Evaluation Requirements**

- 1. Contractor has the option to submit one RBA metric to add to the required metrics. The Contractor shall identify one process, one quality and one impact metric. These measures shall be submitted to the ACHCH Quality Director within one month of contract activation.
- 2. Contractor shall submit aggregated patient level data to the County to verify RBA metrics submission, upon request.

**VI. Additional Requirements**

**A. Quality Improvement**

**Contractor is required to participate in the following activities:**

- 1. Report incidents and sentinel events to the ACHCH internal quality committee
- 2. Attend quarterly Contractor quality meetings
- 3. Identify and report issues related to program/clinic effectiveness that impact ability to implement program model to internal ACHCH quality committee.
- 4. Participate in two data “deep dive” site visits per contract year.
- 5. Patient Satisfaction/Experience Surveys

Contractor shall administer the ACHCH patient experience survey with clients served by the Contractor under this contract. Contractor shall use a designated data collection and analysis tool to provide periodic feedback on patient satisfaction and experience to Health Care for the Homeless leadership and its own program/ management team. Health Care for the Homeless reserves the right to conduct periodic quality audits of hard copy patient surveys.

6. Alameda County HCH will provide technical assistance support to Street Health Teams twice monthly in the field.

## **B. Certification/Licensure**

Contractor shall have and maintain current:

Contractor shall maintain all required licenses and special permits issued by federal, state, and local agencies to the services it provides, including but not limited to the California Health and Safety Code, Division 2, and Title 22 and Title 17 Code of Regulations, or successors thereto.

Contractor shall obtain and maintain credentialing under the Alameda Alliance for Health and Anthem Blue Cross.

Contractor shall maintain certification to participate in the Medicare and Medi-Cal programs under Title 18 and 19 of the federal Social Security Act, and/or all other such future programs necessary to fulfill its obligation under this Agreement.

Contractor shall notify the contract manager immediately by telephone, and in writing within five days, when there is a change in the license and/or certification of any program, service, department, or facility providing services under this Agreement.

Contractor shall ensure that all personnel are licensed, certified, and credentialed in accordance with all legal requirements, and are qualified by training and experience to perform the services they are assigned to perform.

As a contractor providing services within the ACHCH health center scope of project, Tiburcio Street Health Outreach Team is responsible for maintaining its operations, including development and implementation of its own operating procedures, in compliance with HRSA Health Center Program requirements listed under Health Center Program Statute- Section 330 of the Public Health Service (PHS) Act (42 U.S.C §254b), as defined in the most recent version of HRSQ's Health Center Program Compliance Manual. Additionally, Tiburcio must comply with any homeless population-specific ACHCH health center policies, such as Sliding Scale Fee Discount policy. All clinical and enabling services reported to ACHCH must be included in the most current ACHCH HRSA health center scope of project.

## **C. Other Requirements**

1. As a sub awardee of Federal funds, Contractor is considered as carrying out part of HCSA's approved health center scope of project, specifically the provision of geographically specified street-based health care services to health center patients experiencing unsheltered homelessness. As a federally-funded sub awardee, Contractor is required to comply with all applicable Health Center Program requirements (including those found in section 330 of the PHS Act, implementing program regulations, and grants regulations in 45 CFR Part 75).
2. It is the responsibility of the contractor to ensure that all services are provided in accordance with pertinent local, state or Federal statutory, regulatory and policy requirements, regulations, codes and

permits associated with the HRSA-approved scope of project; professionally recognized standards of care; prevailing standards of medical practice in the community; and all provisions of this contract.

3. Contractor must maintain financial and operational records, and provide access for ACHCH staff for review. Contractor must maintain patient health care records, ensuring that patient medical records are maintained in accordance with federal record-keeping and reporting requirements (per 45 CFR 75.361), whether provided by Contractor at a Contractor site, or through referral to an outside provider, and can be made accessible to ACHCH staff upon request for review.
4. Contractor shall deliver health services that demonstrate a high quality of care as defined by prevailing professional standards, by HCSA, and by consumers of these services. These services shall be provided by Contractor in a manner consistent with principles of professional practice and ethical conduct and reflect concern for the acceptability, accessibility, and cost of services.
5. Contractor shall promptly handle complaints, appeals, and grievances. An individual may file a complaint, appeal or grievance with the County or the Contractor. If an individual files a complaint, appeal, or grievance with Contractor, the county delegates to Contractor the responsibility of handling in a professional manner and in accordance with all County policies that complaint, appeal or grievance. At no time shall an individual's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between an individual and Contractor. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances. The policy shall be made available for review upon County's request. The Contractor shall designate a contact person for the County to contact regarding complaints, appeals and grievances that are filed with the County.
6. The Alameda County Health Care for the Homeless is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Health Care for the Homeless funding in statements or printed materials as outlined in the guidelines listed below:
  - a. Contractor shall announce funding award only after the contract has been fully executed and announcement of activities have been discussed with the Health Care for the Homeless Administrator.
  - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  - c. Contractor shall acknowledge Health Care for the Homeless funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

**Funded by Alameda County Health Care for the Homeless**

- d. Materials produced with Health Care for the Homeless funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Health Care for the Homeless, and the recipient will not be additionally reimbursed for use or reproduction.

e. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

7. Program Monitoring Process: Contractor shall participate in an at-least-annual on-site monitoring of subawardee compliance and activities. Monitoring activities will include review of compliance documentation, invoices, patient data, quality outcomes and RBA measures, and specific ongoing projects. Upon completion of on-site monitoring visit, ACHCH shall submit a report to contractor for review, with any findings requiring corrective action.
8. Corrective Action Procedures: ACHCH, as a pass-through entity, is responsible for: (i) monitoring subawardee activities to provide reasonable assurance that the contractor administers federal awards in compliance with federal requirements; (ii) ensuring required audits are performed and requiring contractor to take prompt corrective action on any monitoring or audit finding; and (iii) evaluating the impact of contractor activities on its ability to comply with applicable federal regulations. In the event of failure by contractor to meet compliance or contracted obligations, ACHCH designated officials shall require contractor to develop a corrective action plan in an agreed-upon timely manner. Failure to comply with corrective action plan will result in financial sanctions up to and including termination of subaward and contract.
9. Termination: Upon Notice. Either party may terminate this Agreement without cause upon not less than sixty (60) days prior written notice to the other party. Upon Material Change in Circumstances. This Agreement may be terminated by either party upon not less than thirty (30) days prior written notice to the other party, in the event of substantive change in the federal law or regulations governing ACHCH and/or contractor, or in the event of decreased or elimination of funding, such that the intention of either of the parties in entering this Agreement has been materially altered.

**D. Entirety of Agreement**

Contractor shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A:

- Attachment A1 - Sample Consumer/Client Flow
- Attachment A2 – ACHCH Patient Visit Utilization Data Reporting

**EXHIBIT B-3  
PAYMENT TERMS**

**Contracting Department:** Alameda County Health Care Services Agency  
Office of the Agency Director

**Contractor Name:** Tiburcio Vasquez Health Center, Incorporated

**Contract Period:** July 1, 2019 – June 30, 2021

**Contract Amount:** \$910,000

**Original Contract Amount:** \$410,000

**First Amendment Amount:** \$485,000 (increase of 75,000)

**Second Amendment Amount:** **\$910,000 (increase of 425,000)**

**Third Amendment Amount:** **\$920,000 (increase Of \$10,000)**

**Types of Services:** Outpatient Primary Care

**Contract PO Number:**

**Procurement Contract Number:** 18189

**I. Budget Summary**

**Central County Street Health Outreach (12 months; FY20-21) -  
Zone 3 Budget Summary -**

<b>Budget Item</b>	<b>Program Total</b>	<b>ACHCH Federal Funding</b>	<b>ACHCH Non-Federal Funding</b>
<b>Personnel Expenses</b>			
RN (1.00 FTE)	\$ 85,000	\$ 85,000	
Intensive Case Manager (1.00 FTE)	69,350	69,350	
CHOW (1.00 FTE)	55,000	55,000	
Program Manager (0.10 FTE)	5,000	5,000	
Medical Provider NP/PA/MD (0.50 FTE)	59,524		59,524
Benefits @26%	71,207	55,731	15,476
<b>Personnel Expenses Subtotal</b>	<b>345,081</b>	<b>270,081</b>	<b>75,000</b>
<b>Operating Expenses</b>			
Client transportation assistance	4,200	4,200	
Client supportive expenses	2,400	2,400	
Housing document assistance	600	600	
Emergency respite/DV escape fund	1,000	1,000	
Mobile clinical supplies	9,500	9,500	
Office supplies	1,201	1,201	
Staff transportation	4,200	4,200	
Van maintenance	9,500	9,500	
Conferences and trainings	12,000	12,000	
IT / computer needs	3,500	3,500	
COVID – 19 Testing Expenses	\$10,000	\$10,000	

<b>Operating Expenses Subtotal</b>	<b>58,101</b>	<b>58,101</b>	
<b>Total Direct Expenses</b>	<b>403,182</b>	<b>328,182</b>	<b>75,000</b>
<b>Indirect Expenses (Not to exceed 10.00% of total allocation)</b>	<b>31,818</b>	<b>31,818</b>	
<b>Total</b>	<b>\$ 435,000</b>	<b>\$ 360,000</b>	<b>\$ 75,000</b>

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "ACHCH Funding", unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

## II. Terms and Conditions of Payment

### A. Reimbursement

- Contractor shall invoice the County during the contract period for actual expenses incurred according to the following schedule:

<b>Invoice</b>	<b>Service Period, FY 20-21</b>	<b>Submission Deadline</b>
First	July 1 to July 31, 2020	August 15, 2020
Second	August 1 to August 31, 2020	September 15, 2020
Third	September 1 to September 30, 2020	October 15, 2020
Fourth	October 1 to October 31, 2020	November 15, 2020
Fifth	November 1 to November 30, 2019	December 15, 2019
Sixth	December 1 to December 31, 2020	January 15, 2021
Seventh	January 1 to January 31, 2021	February 15, 2021
Eighth	February 1 to February 28, 2021	March 15, 2021
Ninth	March 1 to March 31, 2021	April 15, 2021
Tenth	April 1 to April 30, 2021	May 15, 2021
Eleventh	May 1 to May 31, 2021	June 15, 2021
Twelfth	June 1 to June 30, 2021	July 15, 2021

- Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$435,000** and monthly payments may not exceed **\$36,250** without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2021**.
- Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
- Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
- County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.



6. All costs paid for by the federal award must be allowable consistent with the Federal Cost Principles detailed in 45 CFR 75 Subpart E: Cost Principles and in compliance with federal legislative mandates outlined in HRSA Grants Policy Bulletin 2019-02E

B. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
ATTN: TERRI MOORE, ACHCH CONTRACTS MANAGER  
1404 FRANKLIN STREET STE 200  
OAKLAND CA 94612

Attachment A1  
**SAMPLE CONSUMER/CLIENT FLOW**

**1. OUTREACH, ENGAGEMENT, INTAKE.**

- a. Intake procedures involve engaging with an unfamiliar client at a homeless encampment or location; the client has expressed interest in receiving transitional support/case management with improving health outcomes. Intake procedures for treatment include signed written or documented verbal consent for treatment, and collection of client's personal information for entry in the EHR.
- b. Engagement will likely take place over several visits.
- c. Every client, regardless of level of engagement, will be offered a business card with Contractor's cell phone, Contractor shall inform each patient of the Street Health Outreach schedule, and when they can expect the Contractor to return to the encampment.
- d. Services are voluntary. Prior to the provision of medical or behavioral health services, Contractor shall ensure all appropriate consent, privacy, and release of information forms are completed by the patient.

**2. ASSESSMENT**

Clinical assessment is completed over the first 1-3 meeting(s) with a client and will include a medical assessment, a brief psychosocial assessment and care plan.

**3. INTERVENTION(S) AND FOLLOW-UP.**

Every client will be notified that they can follow-up with their health care provider at the Contractor's clinic or other medical home. They will receive information on the relevant address, phone numbers and the hours of operation including the best days for walk-ins.

**4. TRANSPORTATION**

Contractor shall provide transportation assistance for services (car, bus, BART, Uber and/or Lyft transportation) to primary medical clinics and laboratories (e.g., Quest) to address urgent health needs.

**5. HEALTH INSURANCE AND BENEFITS**

All clients will be offered health services, regardless of their health insurance status. Pursuant to the Contractors' and the Health Care for the Homeless Sliding Fee Scales, the Contractor shall not require payment from homeless individuals for services delivered under this contract. Contractor shall provide assistance to clients to enroll in insurance (e.g., Medi-Cal enrollment, HealthPAC enrollments and renewals) and benefits for which they may be eligible (e.g., CalFRESH).

**6. DOCUMENTATION AND MEDICAL RECORDS**

- a. One encounter form shall be completed for each Outreach Assessment.
- b. Paper Charts are used in the field. Paper charts used in the field shall be stored in a locked backpack. Paper charts and notes shall be secured or destroyed upon return to the office according to Contractor's policies and procedures.
- c. Electronic Health Record. All encounters will be documented by the provider in the EHR upon return to the Contractor's office.

**7. RE-ASSESSMENT OF PROGRESS.**

Re-assessment of progress will be made at subsequent encounters.

**8. CARE PLAN CHANGE.**

Care plan changes will be made as the client's need change.

**ACHCH DATA AND PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS**

As a HRSA health center, ACHCH requires contractors to report data in a manner aligned with the most current definitions in the HRSA/BPHC Uniform Data System (UDS) Manual, located at <https://bphc.hrsa.gov/datareporting/reporting/index.html> .

Please take the time to carefully review this source document for health center reporting requirements.

**Reportable Visits:**

Reportable visits are documented, individual, face-to-face contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services. Health centers should count only visits that meet all these criteria.

To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Included in patient visit documentation maintained by contracted provider should be consent documentation and verification of release of information signed by patient.

**Submission of Reportable Visits**

ACHCH contractors are required to submit a monthly report of all reportable health center visits provided by contractor. This report should be submitted before the 15<sup>th</sup> of the following month. Submission must be made in excel format through a secure FTP system arranged by the ACHCH program.

**Required patient data for each reported visit**

Required patient data for each reported visit is sent to and stays in the possession of ACHCH. Data required for each reported visit includes the following:

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient First Name	Patient Middle Name	Patient Last Name
Suffix (ie: JR)	Patient Birth Date	Family Status
Family Size	Patient Gender Identity	Patient Ethnicity
Patient Race	Patient Sex assigned at birth	Patient Sexual Orientation
Visit CPT Codes for clinical encounters	Visit Enabling Service Codes for enabling service encounters (up to 3)	Patient ICD10 Diagnosis code for clinical encounters (up to 5)
Patient Monthly Income	Patient Income Source	Patient Veteran Status
Patient Medical Payer Source	Patient Homeless Status	Patient Translation Needed

**Provider Types**

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The [2019 UDS Manual](#) provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

### Independent Professional Judgment

To meet the criterion for independent professional judgment, providers must be acting on their own, not assisting another provider, when serving the patient. Independent judgment implies the use of the professional skills gained through formal training and experience and unique to that provider or other similarly or more intensively trained providers.

For example, a nurse assisting a physician during a physical examination by taking vital signs, recording a history, or drawing a blood sample **does not** receive credit as a separate visit.

### Counting Multiple Visits by Category of Service

Multiple visits occur when a patient has more than one visit with the HCH health center in a day. Most commonly, a patient may receive both a medical visit and an enabling visit at the same time. These distinct services must be provided by two distinct providers working in the capacity of their credentialed position (for example an MD does not report enabling services encounters). Multiple visits must be reported as distinct visits (ie separate rows when electronically reported).

On any given day, a patient may have only one visit per service category, as described below.

Maximum Number of Visits per Patient per Day		
# of Visits	Visit Type	Provider Examples
1	Medical	physician, nurse practitioner, physician assistant, certified nurse midwife, nurse
1	Dental	dentist, dental hygienist, dental therapist
1	Mental health	psychiatrist, licensed clinical psychologist, licensed clinical social worker, psychiatric nurse practitioner, other licensed or unlicensed mental health providers
1	Substance use disorder	alcohol and substance use disorder specialist, psychologist, social worker
1 for each provider type	Other professional	nutritionist, podiatrist, speech therapist, acupuncturist
1	Vision	ophthalmologist, optometrist
1 for each provider type	Enabling	case manager, health educator

### Patient Homeless/Housing Status

The HCH program utilizes the federal Health and Human Services HHS definition of [homelessness](#) which is more inclusive than the Housing and Urban Development HUD definition.

- *A homeless individual is defined in [section 330\(h\)\(5\)\(A\)](#) as “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing.” A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation. [Section 330 of the Public Health Service Act (42 U.S.C., 254b)]*
- *An individual may be considered to be homeless if that person is “doubled up,” a term that refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. A recognition of the instability of an individual’s*

*living arrangements is critical to the definition of homelessness. (HRSA/Bureau of Primary Health Care, Program Assistance Letter 99-12, Health Care for the Homeless Principles of Practice)Patient Consent and HIPAA acknowledgement*

Providers are required to assess and/or update a patient’s housing/homeless status at every clinical or enabling visit. A patient’s housing status is self-reported, patients are *not* required to show documentation or verification of housing status. Below are the housing status indicators that should be reported to ACHCH:

<b>Housing Status</b>	<b>Description</b>
Not Currently Homeless	Has permanent housing, except for people who reside in Licensed Board and Care (BNC) who should be noted as Other, or who has moved from homelessness into Permanent Supportive Housing (PSH).
Permanent Supportive Housing (PSH)	Subsidized housing accompanied by supportive services to assist homeless persons with disabilities to live independently (Program based- OPRI, Shelter+Care, Welcome Home etc. AND Site-based (ex: Rosa Parks, Merritt Crossing, etc.)
Shelter	Any public or private shelter or shelter program
Recovery Center	Currently residing in residential substance use program (Cronin, CURA, New Bridge, etc.)
Doubling Up	Doubled up with friends or relatives in a temporary, non-permanent manner. “Couch Surfing”
Motel/Hotel	If a patient’s stay is being paid by a program, or if the patient or their family is paying their rent in a motel/hotel. Does not include someone paying monthly rent in a SRO hotel or program.
Street	Includes encampments, streets, buses, other places not fit for human habitation
Transitional	This could range from a formal Transitional Housing program to unlicensed care homes, sober living, or a church-based residential program that patient pays for.
Vehicle	Includes car, camper/RV, van, and boat
Refused to report	This is not to be checked if housing status hasn’t been collected. Only if the patient is unwilling or unable to disclose.
Other	Can include patients who reside in Board & Care or Skilled Nursing Facility.

**Sexual Orientation and Gender Identity (SOGI)**

Contractors are required to collect HRSA-mandated Sexual Orientation and Gender Identity data from patients. SOGI data reported must include:

1. Sex as assigned at birth
2. Sexual Orientation
3. Gender Identity

Please note that HRSA required SOGI data follows precise definitions for each category:

1. Sex as assigned at birth (Male or Female)
2. Gender Identify:
  - Male
  - Female

- Transgender Male/Female-to-Male
  - Transgender Female/Male-to-Female
  - Other
  - Chose not to disclose
3. Sexual Orientation:
- Lesbian or Gay
  - Straight (not lesbian or gay)
  - Bisexual
  - Something else
  - Don't Know
  - Chose not to disclose

Collecting SOGI data in a respectful manner can be challenging, but it is very important in helping create better services for underserved populations. For information on how to collect this data, you can go to: <https://www.lgbthealtheducation.org/topic/sogi/>

**Transmitting Protected Health Information**

Any data reported to ACHCH that contains protected health information must be done in a secure manner. The two manners that the ACHCH program uses to transmit PHI are:

- FTP secure server
- Secure Email

Contact ACHCH Contracts Manager Terri Moore with any questions around transmission of PHI.

**Incomplete Data Reports or Fields**

Data reports that are incomplete or reported incorrectly will be returned by ACHCH Contracts Manager with a request for resubmission in a timely manner specified by ACHCH.

Data fields that are not collected by contractor must not be reported as "Don't know" "Unknown" or "Other" – non-recorded data fields must be submitted as either *blank* or *"not recorded."* "Other" is acceptable only if the data is collected and is indeed "Other." Indicate if patient refused to report.

ProviderCode	Enter the type of provider providing a documented, face-to-face encounter. Encounter type is either Service/Enabling or Clinical; provider type must correspond to encounter type. Clinical Provider Types: Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist Enabling Provider Types: Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other Mental Health Coach
Subsite	Name of subsite where services provided
SocialSecurityNumber	xxx-xx-xxxx
FirstName	
MiddleName	Either whole middle name, a single letter; or no middle name, no periods or commas
LastName	No periods or commas.

Suffix	Jr, Sr, I, II, III, IV, V or blank only.
BirthDate	mm/dd/yyyy
FamilyStatus	Unattached Adult Adult in Family Child in Family Unattached Child (under 20 on their own)
Family Size	Number of persons in current household
PatientAddressStreet	number and street or description of living place. Can be residence or mailing address
PatientAddressCity	
PatientState	
PatientAddressZip	
SexAssignedAtBirth	M / F as assigned at birth, if patient is transgender be sure to complete Gender Identity.
SexualOrientation	Lesbian or Gay Straight (not lesbian or gay) Bisexual Something else Don't Know Chose not to disclose
GenderIdentity	Male Female Transgender Male/ Female-to-Male Transgender Female/ Male-to-Female Other Chose not to disclose
Ethnicity	Latino or Hispanic Not Hispanic Refused to report
Race	White Asian Native Hawaiian Other Pacific Islander Black/African-American American Indian/Alaska Native More than one race Unreported/refused to report



Dx1 Dx2 Dx3 Dx4 Dx5	<p>ICD10 Required for Clinical Encounters (including Mental Health &amp; Clinical substance use). ADA Codes for Dental Visits.</p> <p>Up to 5 Dx Codes per encounter</p> <p>If visit is enabling/service visit, then Dx Codes should be blank. If there are 2 visits (one clinical, one service) on same day, they should be inputted on different rows, as separate visits, with different provider types.</p>
Svc1 Svc2 Svc3	<p>HCH Enabling Services Types Required for Services Encounters only.</p> <p>A service encounter will NOT include any ICD10 codes.</p> <p>Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits on two separate rows.</p>
CPTCode	Not required; but one CPT code can be submitted.
MonthlyIncome	\$ amount
IncomeSource	<ul style="list-style-type: none"> <li>•General Assistance</li> <li>•WIC Program</li> <li>•Wages Pension Employment</li> <li>•Veteran's Benefits</li> <li>•Food Stamps CalFresh</li> <li>•Unemployment</li> <li>•None</li> <li>•Other</li> <li>•SSI/SSA</li> <li>•Refused to report</li> <li>•CalWORKS</li> <li>•Child Support</li> </ul>
PaymentRes	<p>Medical Payor source for patient; must be documented for each encounter.</p> <ul style="list-style-type: none"> <li>•Medi-Cal FFS</li> <li>•Medi-Cal Mgd Care Alliance</li> <li>•Medi-Cal Mgd Care Blue Cross</li> <li>•Medicare</li> <li>•Medi-Medi</li> <li>•Sliding Scale/Self-Pay</li> <li>•VA Medical</li> <li>•Private Insurance</li> <li>•Other</li> <li>•None</li> <li>•HealthPAC</li> </ul>

HomelessStatus	<p><i>Patients must be screened for homelessness and most recent housing status inputted for <u>every visit</u>. If housing screening was not done, do not enter Unknown.</i></p> <ul style="list-style-type: none"> <li>•Not currently homeless</li> <li>•Shelter</li> <li>•Recovery Center</li> <li>•Doubling up</li> <li>•Street</li> <li>•Transitional</li> <li>•Refused to report</li> <li>•Other</li> <li>•Hotel/Motel</li> <li>•Permanent supportive housing</li> <li>•Vehicle</li> </ul>
TranslationNeeded	<ul style="list-style-type: none"> <li>•English</li> <li>•Spanish</li> <li>•Other Language: Describe</li> </ul>
VeteranStatus	Y or N

**COMMUNITY-BASED ORGANIZATION MASTER  
CONTRACT AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of **July 1, 2019**, is a part of the Community Based Organization Master Contract (**No. 900131**) made and entered into by and between the County of Alameda (“County”), and **LifeLong Medical Care**, hereinafter referred to as the “Contractor”.

The Master Contract is hereby amended with respect to Procurement Contract No. 18188 (or the “Procurement Contract”). Procurement Contract No. 18188 is hereby amended (hereinafter, the “Third Amendment to Procurement Contract” or “Third Amendment”) as follows:

1. The attached **Exhibit A-3** – Program Description and Performance Requirements, which includes Attachment A1 and Attachment A2, is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes Exhibit A-2 in its entirety;
2. The attached **Exhibit B-3** – Terms of Payment is hereby incorporated into this Procurement Contract by this reference and replaces and supersedes Exhibit B-2 in its entirety; and
3. The compensation payable to Contractor hereunder shall increase from **\$910,000 to \$920,000** (**\$10,000 increase**) for the term of this Procurement Contract.

**Dept. Contact** Terri Moore **Phone** (510) 891-8927 **Email** Terri.Moore@acgov.org

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this Third Amendment, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Third Amendment in his/her authorized capacity and that by his/her signature on this Third Amendment, he/she or the entity upon behalf of which he/she acted, executed this Third Amendment.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Colleen Chawla  
(Printed)

Name: David B. Vliet, MBA  
(Printed)

Title: Director, Health Care Services Agency

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
DONNA R. ZIEGLER, County Counsel

By: \_\_\_\_\_  
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Third Amendment in his/her authorized capacity and that by his/her signature on this Third Amendment, he/she or the entity upon behalf of which he/she acted, executed this Third Amendment.

**EXHIBIT A-3  
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Alameda County Health Care Services Agency Office of the Agency Director
<b>Contractor Name</b>	Lifelong Medical Care
<b>Original Master Contract Period</b>	July 1, 2019 – June 30, 2020
<b>Original Master Contract Amount</b>	\$410,000
<b>First Amendment Contract Period</b>	July 1, 2019 – June 30, 2020
<b>First Amendment Contract Amount</b>	\$485,000 (increase of \$75,000)
<b>Second Amendment Contract Period</b>	July 1, 2019 – June 30, 2021 (12-month extension)
<b>Second Amendment Contract Amount</b>	\$910,000 (increase of \$425,000)
<b>Third Amendment Contract Period</b>	July 1, 2019 -June 30, 2021 (No Change)
<b>Third Amendment Contract Amount</b>	\$920,000 (increase of \$10,000)
<b>Type of Services</b>	Homeless street outreach and engagement, street health services and triage, collaboration with housing and community organizations to secure housing and benefits for patients, enabling services, short-term case management, laboratory/diagnostic tests, medication formulary, healthcare navigation services, supportive services/referrals.
<b>Procurement Contract No.</b>	18188

**I. Program Name**

West Oakland Street Health Outreach Team (formally East Oakland Street Health Outreach Team)

**II. Contracted Services**

Contractor shall provide:

*1. Street Outreach and Engagement:*

- a. Attend to basic needs prioritized by patients, e.g., distributing basic necessities and supplies (e.g., hygiene kits);
- b. Provide problem-solving support (e.g., identifying a place for a warm breakfast, pet care);
- c. Provide health education and information about health and community services.

*2. Street Health Services and Triage:*

- a. Medical assessments and brief psychosocial assessments and triage;
- b. Diagnosis and treatment of conditions commonly associated with being homeless, e.g., respiratory infections, heat and cold-related illness, wound care, skin and foot problems, nutritional deficiencies

- c. Vaccinations (e.g., flu, Hepatitis A, B, Tdap); arranging for or providing screenings (e.g., HIV, Hepatitis C)
- d. Troubleshooting pharmacy related barriers, such as regularly picking up medications;
- e. Crisis assistance and brief behavioral health interventions (e.g., Motivational Interviewing, Problem Solving Therapy);
- f. Harm reduction strategies for Sexually Transmitted Disease (STD) prevention and Substance Use Disorders (SUD), including Narcan distribution;
- g. Linkage to Medication Assisted Treatment (MAT) for substance use disorders including management of buprenorphine treatment;
- h. Benefits Advocacy;
- i. Support with selecting a provider of the patient's choice or re-engaging in care at an assigned clinic, and problem-solving around reasons for not connecting with an assigned medical home, including assisting with clinic paperwork and transitional period transportation assistance;
- j. Triage and referral to the appropriate level of care (e.g., brick-and-mortar primary care, urgent care, specialty care and dental clinics, emergency departments);
- k. Medi-Cal and HealthPAC enrollment and renewal assistance, and assistance with other public benefits for which the patient may be eligible;
- l. Contractor shall accept patients at Contractor's brick-and-mortar clinic in a timely manner. Clinic will be prepared to treat conditions of particular concern to people experiencing homelessness, such as HIV, Hepatitis C; and MAT (i.e., buprenorphine) for opioid addiction. Timely access is defined in accordance with the State of California's timely access to care standards  
(<https://www.dmhc.ca.gov/HealthCareinCalifornia/YourHealthCareRights/TimelyAccessToCare.aspx>)
- m. Contractor shall provide medical supplies, limited laboratory and medication dispensing services as part of the Street Health program. Examples include: immunizations, wound care supplies, glucose testing supplies, etc.
- n. The model of care has been and will continue to be flexible and responsive to the needs of our unsheltered community, particularly as part of the response to the COVID-19 pandemic, encompassing working closely under the direction of ACHCH undertaking a number of emergency actions to meet the needs of our most vulnerable population while noting the impact on RBA and other contract deliverables that may not be met as a result. In light of the ongoing COVID-19 pandemic the Street Health service model will be targeted to providing unhoused persons, education related to symptoms and protective measures, distribution of hand sanitizer and masks, verbal assessment, tracking of assessment, temporal thermometer reading (if feasible), and participation in ACHCH responses to outbreaks in unsheltered settings including providing field based COVID-19 testing completing environmental scans, referrals to Operation Comfort, and contract tracing support under the guidance of the Alameda County Public Health Department, and referrals to isolation and housing resources to protect the unhoused populations we collectively serve.

3. *Collaboration with Housing and Community Organizations to Secure Housing and Benefits for Eligible Patients:*

- a. Provide housing problem-solving and complete and/or update as needed Coordination Entry Assessments for all Street Health patients.
- b. Assist patients with gathering identification documents required for getting housing; many documents are already on file with health care providers for the purposes of

Medi-Cal and public benefits enrollment. Contractor shall coordinate with regional Housing Resource Centers (HRCs) to gather patient documentation required for Alameda County's Coordinated Entry assessment process to become eligible for Permanent Supportive Housing.

- c. Coordinate with regional HRC, including attending the "By-Name lists" Case conferences as needed to ensure coordination of care to support patients in obtaining housing.
- d. Coordinate with participating agencies on AB 210, which permits multi-disciplinary teams using County protocol to share and exchange information that expedites linkage of individuals and families to housing and services.
- e. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS to support patients who need to connect to specialty mental health and SUD treatment services.
- f. Contractors shall not participate in activities related to abatement of encampments.

### **III. Program Information and Requirements**

#### **A. Program Goals**

Contractor shall provide services to accomplish the following goals:

1. Remove barriers to health services for homeless Alameda County residents who would not otherwise access services due to the competing pressures of daily survival, distrust of the health care system, stigma associated with being homeless, and bureaucratic and transportation navigation challenges.
2. Prevent deterioration of physical and behavioral health status;
3. Appropriate and timely utilization of emergency, inpatient, and crisis health care services;
4. Housing stability through partnerships and collaborations with other community-based organizations;
5. Increased income through benefits enrollment and support of disability cases through adequate and timely documentation.

#### **B. Target Population**

Contractor shall provide services to the following populations:

##### **1. Service Groups**

Contractor shall provide services to:

- a. Alameda County residents who are homeless. As defined by Section 330(h)(5)(A) of the Public Health Service Act, the term "homeless individual" means "an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations and an individual who is a resident in transitional housing."
- b. Priority for services shall be unsheltered individuals (people who are living in a place not meant for human habitation).

Contractor shall make it a priority to serve:

- a. Unsheltered individuals. "Unsheltered" refers to homeless individuals who are living in places not meant for human habitation.

- b. Unsheltered individuals who are not engaged/well-linked to a primary care clinic.
- c. Unsheltered individuals with a medical (including dental) condition who can benefit from:
  - i. Primary care medical, dental, mental health services (mild/moderate), or
  - ii. Assistance with Medi-Cal or HealthPAC enrollment, and navigating health plan benefits and other public programs,
  - iii. Navigation support to gain access other parts of the health care system, e.g., medical specialties, specialty mental health services, Substance Use Disorder (SUD) treatment, and if necessary, Emergency Medical Services (EMS).

**2. Referral Process to Program**

- 1. Patients served under this program shall be identified through outreach conducted by the Street Health Outreach Team at designated service locations. Services are voluntary, meaning that individuals may choose to engage or not engage.
- 2. Contractor shall accept referrals of patients in its geographic area from Alameda County Health Care for the Homeless.
- 3. Contractors are discouraged from responding to additional outside referrals that divert resources away from maintaining a consistent schedule at designated encampments or locations. Teams should consult with Alameda County Health Care for the Homeless to triage incoming referrals.

**3. Program Eligibility**

Contractor shall serve patients in the following geographic area:

Contractor shall serve clients in the following geographic area: Zone 10 of the census (<https://tinyurl.com/y5s6efln>).

Contractor’s Street Health Outreach Team shall tailor its selection of outreach settings to the needs of the population of the geographic area. Selection of outreach settings shall be determined and mutually approved by the Contractor and Alameda Health Care Services Agency (HCSA). Services may be offered at encampments, streets, cars, parks, shelters, libraries, bus stations, and public buildings, etc. with the objective of developing a relationship of trust with Alameda County residents who are unsheltered and homeless.

In Oakland and more urban areas of Alameda County, Street Health Outreach Teams shall conduct most work at homeless encampments where high densities of unsheltered people reside.

**4. Limitations of Service**

N/A

**C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

**1. Program Design**



Alameda County's Street Health Outreach model is comprised of the following components:

- a. **Maintenance of a Consistent Site Schedule.** Contractor shall develop and maintain consistent schedule for each site and submit schedule to Alameda County Health Care for the Homeless (ACHCH). Contractor shall build trust and rapport with unsheltered homeless individuals, (e.g., outreaching in a welcoming and professional manner, working with informal encampment leaders).
- b. **Street Outreach and Patient Engagement.** The purpose of outreach is to build rapport with homeless individuals through consistent, progressive engagement and work to identify medical and behavioral health needs. Contractor shall focus outreach on the broader population within an encampment or location and those with higher needs will be connected to the appropriate member of the team for more intensive services.

Contractor shall ensure that outreach is provided by a minimum of two staff (team members may include community partners) in order to ensure safety. At no point in time shall Contractor staff conduct outreach with a team of fewer than 2 people.

- c. **Assessment and Triage of Basic Medical Needs in the Field.**  
The Contractor shall support patients to establish a meaningful connection with an assigned primary care, brick and mortar medical home selected by the patient. Those with high needs shall be prioritized with intensive visits and services to improve health and permanent housing opportunities. Contractor shall have an assigned medical provider (i.e., Contractor's Nurse Practitioners (NPs), Physician Assistants (PAs), or Medical Doctors (MDs) for the Registered Nurse (RN) to consult when certain clinical scenarios arise and to provide street-based care to complex patients with multiple barriers accessing clinic-based care who would benefit from targeted and time-limited treatment by a provider in the field.
- d. **Collaboration and Partnership**  
Alameda County Health Care for the Homeless shall support collaborations by sharing available information on scheduling and services among the Street Health Outreach Teams, and the Health Care for the Homeless mobile unit. Additionally, Health Care for the Homeless shall foster communication and information-sharing with Alameda County Behavioral Health (ACBH) Crisis Response teams, and ACBH Full Service Partnerships focused on homeless. Other areas of collaboration include the following:

- Meetings to share information, discuss cases, and coordinate referrals. Representatives from Alameda County Behavioral Health (ACBH) will attend on a periodic basis.
- Outreach Providers Training and Education Series sponsored by Alameda County Health Care for the Homeless.
- Collaboration with the regional Housing Resource Centers (HRCs) and other organizations serving shared patients to connect and re-connect patients to housing services.

## 2. Discharge Criteria and Process

Discussion of discharge planning is initiated during the development of the patient's initial RN led Care Plan. Goals and objectives included in the Care Plan are individualized to each patient and co-developed between the patient and the Street Health team members.

Patients will be discharged from the Street Health Program upon:

- Successfully completion of the goals outlined in their Care Plan
- Transfer to a higher level of case management program (e.g., Full Service Partnership, Health Homes)
- Lost to follow-up (i.e., Patient has not had contact with the Street Health team for 60+ days. Patients are welcome to continue working with the Street Health teams in the future however they will be considered "inactive" when 60 days without contact with the Street Health team have elapsed)
- Demonstration of violent/inappropriate behavior
- This should be assessed based on severity of behavior and patient's response to the Street Health team's interventions

## 3. Hours of Operation

Hours of operation shall be determined and mutually approved by the Contractor and HCSA.

Contractor shall maintain the following minimum hours of operation:

*Field-based hours of operation (minimum 20 hours).* Contractor shall create a monthly schedule, with the team visiting encampments during the same day and time range to foster engagement and ensure consistency. Times at encampments/locations will be determined based on encampment/location size and needs; frequency per location will generally begin with twice a week and will taper off over time as needs are met. The team shall arrive at sites per the schedule and work to address weather and other related factors to prevent cancellations.

Hours may fall outside of regular business hours to meet the needs of the population in the geographic area. Contractors may occasionally offer flexible hours based on the needs of the community.

*Individual Patient Scheduling.* Appointments shall be scheduled for both office and field-based support for patient follow-up as clinically indicated;

## 4. Service Delivery Sites

Service locations shall be determined and mutually approved by the Contractor and HCSA. Service locations include 1) scheduled sites with concentrated numbers of unhoused individuals (e.g., encampments, RV parking locations); 2) locations with a single individual, or small group, with high needs outside of scheduled sites. Contractors shall collaborate with the County to adjust service locations within the geographic area in order to maximize services for the unhoused population in each zone.

In addition to providing direct outreach and clinical services at encampments and other locations in the Contractor's service area, the Contractor shall provide services at the following brick-and-mortar clinics determined by proximity and preference of the patient:

Trust Health Center  
386 14<sup>th</sup> Street  
Oakland, CA 94612

5. **Minimum Staffing Qualifications:** Staffing should reflect (i.e., RN, social worker, CHOW, Program Manager, and NP, PA, or MD) familiarity with street culture and the cultural competency required to successfully serve the priority population in regards to race/ethnicity, language, gender, sexual orientation and expression, and patients' experiences with and perceptions of the health care system.

Street Health positions are staffed by one employee per role at the contractor's designated brick and mortar clinic; role responsibilities are carried out by the employee occupying each role and not divided among multiple staff members.

a. The staffing model is as follows:

- i. *Program Manager* at a minimum of 0.10 Full Time Equivalent (FTE): Oversight of contract management and submission of all required deliverables and reporting, producing both patient-level data and evaluation outcome reports, supporting the Team to track outcomes, and ensuring Team development of protocols and procedures, including linkage of homeless patients to a brick and mortar clinic.
- ii. *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE.
  1. Patient outreach, engagement, and relationship development.
  2. Identification of potential new sites, staying up to date with local resources, and development of new regional relationships.
  3. Health education and harm reduction including naloxone trainings.
  4. Medi-Cal and benefits advocacy
  5. Lead coordinator with housing outreach providers and Housing Resource Centers.
  6. Providing and tracking referrals, scheduling and reminding patients of appointments.
  7. Reinforcing behavior and mobilizing social support, facilitating patient empowerment to fully engage with all members of their health care team,
  8. supporting maintenance of improvements in health status,
  9. coordinating with service providers, e.g., substance use disorder (SUD) treatment services.
- iii. *Registered Nurse (RN) Care Manager* at a minimum of 1.0 FTE. Responsible for providing basic medical care within the scope of an RN in the context of a variety of clinical scenarios, including medical assessments, wound care and skin assessments, vaccinations (e.g., flu, Hepatitis A), assessment of respiratory illnesses, and caring for patients with active substance use disorders.

Contractors may refer to the LA Dept. of Health Services' [RN Pilot Protocols for Street-Based Engagement, 2017](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf) as a reference; [https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols\\_Street-BasedEngagement\\_Pilot\\_2017.pdf](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf). The RN Care Manager will work with providers and negotiate with pharmacies on behalf of patients; serve as the patient care plan lead (development of care plan for patient and coordination of responsibilities with CHW; measuring progress towards the goals outlined in care plan). It is not the intention of this service to treat urgent or emergent scenarios; staff shall call 911 in the event of a medical emergency.

**iv.** *Nurse Practitioners (NPs), Physician Assistants (PAs), or Medical Doctors (MDs)* at a minimum of 0.30FTE. Given that provider time is a limited and valuable resource the Street Health team shall work to most effectively and efficiently utilize this resource. Responsible for providing:

1. Assessment, diagnosis, and treatment of health conditions to highly vulnerable individuals who are unable to make it to brick and mortar facilities and may benefit from targeted and time-limited assessment by a provider in the field.
2. Consultation and telemedicine support to team
3. Technical support and training regarding medical treatment to the full-time Street Health team members
4. Support to the Street Health team to develop a protocol and workflow for triaging high-risk patients to limited provider time for targeted medical outreach;
5. Whenever possible, works to ensure that care in the field is transitioned to brick and mortar facilities as soon as possible to ensure a permanent and thorough medical linkage.
6. Champions field medical interventions that are particularly important to a population experiencing homelessness, including screening and treatment of Hepatitis C and HIV, as well ensuring ready availability of Medication-Assisted Treatment (e.g. buprenorphine);

**v.** *Social Worker (ASW or MFTi)* at a minimum of 1.0 FTE. Responsible for short-term, intensive case management services:

1. Support patients with navigating mental health and substance use treatment systems, helping individuals obtain safe, affordable and permanent housing, developing a support network.
2. Linking patients to the appropriate level of care, accompanying patients to appointments, consulting with other care-givers, providing counseling and advice, teaching living skills, and advocating on behalf of patients
3. Short-term, intensive case management services are carried out within the context of on-going behavioral health assessments, care planning and monitoring, and crisis intervention.
4. The Social Worker shall hold a caseload of up to 20 individual patients at one time who are identified to need more in-depth case management services.

- b. Contractor shall use the following guidelines to allocate the 1.0 FTE Street Health Outreach Team's staff time:
- 50 percent (3 days) in the field doing outreach, engagement, providing services, care plan development, care coordination, case conferencing for complex patients;
  - 30 percent (1.5 days) of staff time in the field or office-based working with patients who require more intensive care coordination for medical, mental health and substance use disorder conditions, and
  - 20 percent (.5 days) of Contractor's operational hours shall be spent on data tracking, Learning Community/designated meetings, and administrative activities.
  - For the .30 FTE Nurse Practitioners (NPs), Physician Assistants (PAs), or Medical Doctors (MDs) 65 percent of staff time (4 hours, 2 days per week) shall be in the field doing assessment, diagnosis, and treatment for complex patients; .35 percent of staff time shall be providing telemedicine, consultation, and technical support and trainings regarding medical treatment.

#### **IV. Contract Deliverables and Requirements**

##### **A. Detailed Contract Deliverables**

Contractor shall provide the following services/deliverables:

1. Contractor shall maintain an Excel tracking sheet (rolling outreach log) of at least 120 prospective-patients and patients, who were provided Street Health Services in the past 60 days, as documented through UDS, RBA metrics and other ACHCH required forms.
2. Contractor shall serve a minimum of 250 unique patients annually.
3. Contractor shall provide a minimum of 50 field-based SARS-CoV-2 RNA tests during the contract period. Testing resources shall be prioritized in response to unsheltered outbreaks, with population sampling testing completed secondarily as available.
4. Contractor shall ensure patients receive screening for medical insurance with follow-up assistance provided to the uninsured, to be documented on the Excel tracking sheet [i.e. insurance status at time of consent and current status].
5. Contractor shall maintain nurse led care plans for all patients, in the Electronic Health Record, ready for audit.
6. Contractor shall ensure all Street Health team members attend monthly Street Health Learning Community
7. Contractor shall ensure Street Health teams member shall attend an ACHCH Opioid Overdose Responder and Naloxone training within 60 days of Street Health start date and annually thereafter

Contractor shall submit an updated organizational chart reflecting all positions in the clinic within one month of commencement of contract.

1. Contractor shall have and maintain current job descriptions on file with HCSA for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of HCSA. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the HCSA.
2. Contractor shall submit a plan for training, supervising and supporting staff to prevent staff turnover that is typically associated with homeless services within one month of contract commencement.
3. Develop and implement policies and procedures to support Street Health Outreach Team activities:
  - a. Policy and procedure for linking patients from an encampment/shelter/unsheltered street site to a brick-and-mortar medical home for services.
  - b. Contractor shall have a patient and staff safety policy and procedure in place prior to deploying Street Health Outreach Team.
  - c. Contractor shall have a process for staff to report sentinel events as defined by the Joint Commission, including a death of a patient, which will lead to a subsequent investigation, summary, and next steps, all of which must be reported to the **ACHCH Director of Quality** within 8 weeks of the event being reported. If the current, established plan is changed LifeLong will submit to HCSA with the following monthly report.
  - d. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances.
4. Contractor will have established a clinician back-up schedule for the Street Health Outreach Team, with quarterly updates provided to ACHCH, or as requested.
5. Contractor will provide ACHCH with a current Street Health Outreach Team site and service locations schedule, with updates provided every subsequent month.
6. Utilization Report
  - a. ACHCH Data and Patient Reporting Requirements & Microsoft Excel file of encounter data (see Attachment A2)

## **V. Compliance and Performance Reporting and Evaluation Requirements**

Contractor is required to provide data necessary to meet HCSA's applicable financial and programmatic reporting requirements. (See Attachment A2). Monthly UDS utilization reports shall be due by the 15th

day of the month following the end of the month. Quarterly reports shall be due by the 15th day of the month following the end of the quarter. Annual UDS Report shall be due January 15th 2021.

Contractor is required to enter Result Based Accountability (RBA) Measures in the County’s Clear Impact Software by the 15th of the month.

**A. Evaluation Requirements**

The County utilizes the Results Based Accountability (RBA) framework and Clear Impact performance software to track program performance. The Contractor is required to implement County RBA metrics listed below. Any changes that the Contractor wishes to make to the RBA document should be discussed with the County.

<b>Process Objectives</b>	<b>“How Much” Performance Measure</b>	<b>Data Collection Tool</b>
By June 30 <sup>th</sup> , 2021, 150 patients will have active enrollment in a medical home.	# of patients who have active enrollment in a medical home with the home clinic	Excel Tracking Sheet
	# of patients who have active enrollment in a medical home with an external clinic	EHR
By June 30 <sup>th</sup> , 2021, 200 patients with ≥3 encounters (after consenting to services) will receive an outreach assessment to determine basic needs.	# of patients with ≥3 encounters (after consenting to services) who received an outreach assessment to determine basic needs	Alameda County Outreach Assessment Tool
		Excel Tracking Sheet
By June 30, 2021 the Street Health team (RN/NP/PA/MD) will screen 150 unique patients for HIV and Hepatitis C	# of unique patients screened for HIV	Excel Tracking Sheet
	# of unique patients screened for Hepatitis C	EHR

<b>Quality Objective</b>	<b>“How Well” Performance Measure</b>	<b>Data Collection Tool</b>
By June 30 <sup>th</sup> , 2021, 80% of patients will be document ready for housing	% of patients who are document ready for housing	Excel Tracking Sheet

By June 30th, 2021, 75% of patients with positive screening (HIV and/or Hepatitis C will complete a lab test to confirm the initial test results	% of patients with positive screening for HIV who completed a lab test to confirm the initial test result	Excel Tracking Sheet
	% of patients with positive screening for Hepatitis C who completed a lab test to confirm the initial test result	EHR

Impact Objective	“Is Anyone Better Off” Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2021, 90% of patients with a medical home will be actively engaged with a clinic-based primary care provider	% of patients with a medical home who are actively engaged with a clinic-based primary care provider	EHR and/or Excel Tracking Sheet
By June 30 <sup>th</sup> , 2021, 80% of patients will have completed a Coordinated Entry System (CES) Assessment	% of patients with a completed CES assessment	Excel Tracking Sheet
By June 30th, 2021, 70% of patients who are positive for HIV and/or Hepatitis C will have a face to face visit with a clinic or field-based provider [NP, PA, MD]	% of patients who are positive for HIV who have had a face to face visit with clinic/field- based provider (NP/PA/MD)	Excel Tracking Sheet
	% of patients who are positive for Hepatitis C who have had a face to face visit with clinic/field-based provider (NP/PA/MD)	EHR

## B. Reporting Requirements

### 1. Process Performance Measures

A. # of patients who have active enrollment in a medical home with the home clinic
B. # of patients who have active enrollment in a medical home with an external clinic
C. # of patients with ≥3 encounters (after consenting to services) who received an outreach assessment to determine basic needs
D. # of unique patients screened for HIV
E. # of unique patients screened for Hepatitis C

### 2. Quality Performance Measures

% of patients who are document ready for housing
% of patients with positive screening for HIV who completed a lab test to confirm the initial test result



% of patients with positive screening for Hepatitis C who completed a lab test to confirm the initial test result
---

**3. Impact Performance Measures**

% of patients with a medical home who are actively engaged with a clinic-based primary care provider
--

% of patients with a completed CES assessment
---

% of patients who are positive for HIV who have had a face to face visit with clinic/field- based provider (NP/PA/MD)
---

% of patients who are positive for Hepatitis C who have had a face to face visit with clinic/field-based provider (NP/PA/MD)
--

**4. Other Reporting Requirements**

- a. Contactor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

**C. Other Evaluation Requirements**

- 1. Contractor has the option to submit one RBA metric to add to the required metrics. The Contractor shall identify one process, one quality and one impact metric. These measures shall be submitted to the ACHCH Quality Director within one month of contract activation.
- 2. Contractor shall submit aggregated patient level data to the County to verify RBA metrics submission, upon request.

**VI. Additional Requirements**

**A. Quality Improvement**

**Contractor is required to participate in the following activities:**

- 1. Report incidents and sentinel events to the ACHCH internal quality committee
- 2. Attend quarterly Contractor quality meetings
- 3. Identify and report issues related to program/clinic effectiveness that impact ability to implement program model to internal ACHCH quality committee.
- 4. Participate in two data “deep dive” site visits per contract year.
- 5. Patient Satisfaction/Experience Surveys  
Contractor shall administer the ACHCH patient experience survey with patients served by the Contractor under this contract. Contractor shall use a designated data collection and analysis tool to provide periodic feedback on patient satisfaction and experience to Health Care for the Homeless leadership and its own program/ management team. Health Care for the Homeless reserves the right to conduct periodic quality audits of hard copy patient surveys.

6. Alameda County HCH will provide technical assistance support to Street Health Teams twice monthly in the field.

**B. Certification/Licensure**

Contractor shall have and maintain current:

Contractor shall maintain all required licenses and special permits issued by federal, state, and local agencies to the services it provides, including but not limited to the California Health and Safety Code, Division 2, and Title 22 and Title 17 Code of Regulations, or successors thereto.

Contractor shall obtain and maintain credentialing under the Alameda Alliance for Health and Anthem Blue Cross.

Contractor shall maintain certification to participate in the Medicare and Medi-Cal programs under Title 18 and 19 of the federal Social Security Act, and/or all other such future programs necessary to fulfill its obligation under this Agreement.

Contractor shall notify the contract manager immediately by telephone, and in writing within five days, when there is a change in the license and/or certification of any program, service, department, or facility providing services under this Agreement.

Contractor shall ensure that all personnel are licensed, certified, and credentialed in accordance with all legal requirements, and are qualified by training and experience to perform the services they are assigned to perform.

As a contractor providing services within the ACHCH health center scope of project, LifeLong Street Health Outreach Team is responsible for maintaining its operations, including development and implementation of its own operating procedures, in compliance with HRSA Health Center Program requirements listed under Health Center Program Statute- Section 330 of the Public Health Service (PHS) Act (42 U.S.C §254b), as defined in the most recent version of HRSQ's Health Center Program Compliance Manual. Additionally, LifeLong must comply with any homeless population-specific ACHCH health center policies, such as Sliding Scale Fee Discount policy. All clinical and enabling services reported to ACHCH must be included in the most current ACHCH HRSA health center scope of project.

**C. Other Requirements**

1. As a sub awardee of Federal funds, Contractor is considered as carrying out part of HCSA's approved health center scope of project, specifically the provision of geographically specified street-based health care services to health center patients experiencing unsheltered homelessness. As a federally-funded sub awardee, Contractor is required to comply with all applicable Health Center Program requirements (including those found in section 330 of the PHS Act, implementing program regulations, and grants regulations in 45 CFR Part 75).

2. It is the responsibility of the contractor to ensure that all services are provided in accordance with pertinent local, state or Federal statutory, regulatory and policy requirements, regulations, codes and permits associated with the HRSA-approved scope of project; professionally recognized standards of care; prevailing standards of medical practice in the community; and all provisions of this contract.
3. Contractor must maintain financial and operational records, and provide access for ACHCH staff for review. Contractor must maintain patient health care records, ensuring that patient medical records are maintained in accordance with federal record-keeping and reporting requirements (per 45 CFR 75.361), whether provided by Contractor at a Contractor site, or through referral to an outside provider, and can be made accessible to ACHCH staff upon request for review.
4. Contractor shall deliver health services that demonstrate a high quality of care as defined by prevailing professional standards, by HCSA, and by consumers of these services. These services shall be provided by Contractor in a manner consistent with principles of professional practice and ethical conduct and reflect concern for the acceptability, accessibility, and cost of services.
5. Contractor shall promptly handle complaints, appeals, and grievances. An individual may file a complaint, appeal or grievance with the County or the Contractor. If an individual file a complaint, appeal, or grievance with Contractor, the county delegates to Contractor the responsibility of handling in a professional manner and in accordance with all County policies that complaint, appeal or grievance. At no time shall an individual's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between an individual and Contractor. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances. The policy shall be made available for review upon County's request. The Contractor shall designate a contact person for the County to contact regarding complaints, appeals and grievances that are filed with the County.
6. The Alameda County Health Care for the Homeless is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Health Care for the Homeless funding in statements or printed materials as outlined in the guidelines listed below:
  - a. Contractor shall announce funding award only after the contract has been fully executed and announcement of activities have been discussed with the Health Care for the Homeless Administrator.
  - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  - c. Contractor shall acknowledge Health Care for the Homeless funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

## **Funded by Alameda County Health Care for the Homeless**

- d. Materials produced with Health Care for the Homeless funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Health Care for the Homeless, and the recipient will not be additionally reimbursed for use or reproduction.
  - e. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
7. **Program Monitoring Process:** Contractor shall participate in an at-least-annual on-site monitoring of subawardee compliance and activities. Monitoring activities will include review of compliance documentation, invoices, patient data, quality outcomes and RBA measures, and specific ongoing projects. Upon completion of on-site monitoring visit, ACHCH shall submit a report to contractor for review, with any findings requiring corrective action.
  8. **Corrective Action Procedures:** ACHCH, as a pass-through entity, is responsible for: (i) monitoring subawardee activities to provide reasonable assurance that the contractor administers federal awards in compliance with federal requirements; (ii) ensuring required audits are performed and requiring contractor to take prompt corrective action on any monitoring or audit finding; and (iii) evaluating the impact of contractor activities on its ability to comply with applicable federal regulations. In the event of failure by contractor to meet compliance or contracted obligations, ACHCH designated officials shall require contractor to develop a corrective action plan in an agreed-upon timely manner. Failure to comply with corrective action plan will result in financial sanctions up to and including termination of subaward and contract.
  9. **Termination: Upon Notice.** Either party may terminate this Agreement without cause upon not less than sixty (60) days prior written notice to the other party. Upon Material Change in Circumstances. This Agreement may be terminated by either party upon not less than thirty (30) days prior written notice to the other party, in the event of substantive change in the federal law or regulations governing ACHCH and/or contractor, or in the event of decreased or elimination of funding, such that the intention of either of the parties in entering this Agreement has been materially altered.

### **D. Entirety of Agreement**

Contractor shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A-2:

- Attachment A1 - Sample Consumer/Patient Flow
- Attachment A2 – ACHCH Patient Visit Utilization Data Reporting

**EXHIBIT B-3  
PAYMENT TERMS**

**I. Budget Summary (Fiscal Year 2020-2021)**

Budget Item	Program Total (including contractor funds)	ACHCH Non-Federal Funding	ACHCH Federal Funding
<b>Personnel Expenses</b>			
1.0 RN	\$91,000		\$91,000
1.0 Social Worker (ASW/MFTi)	\$71,000		\$71,000
1.0 Case Manager	\$53,000		\$53,000
.20 Program Manager/LCSW	\$ 88,000		\$17,600
.30 Medical Provider (NP/PA/MD)	\$155,000	\$61,980	
Benefits @ 28%	\$128,240	\$13,020	\$61,128
<b>Personnel Expenses Subtotal</b>	<b>\$586,240</b>	<b>\$59,520</b>	<b>\$293,728</b>
<b>Subcontract Expenses</b>			
Subcontractor			
<b>Subcontract Expenses Subtotal</b>	<b>\$0</b>		<b>\$0</b>
<b>Operating Expenses</b>			
Office Supplies	\$2,000		\$2,000
Utilities	\$2,000		\$2,000
Communications	\$3,000		\$3,000
Transportation and Travel	\$2,500		\$2,500
Training	\$6,000		\$3,000
Rents and Leases	\$9,000		\$9,000
Client Supportive Expenditures	\$5,616		\$5,616
Medical Supplies	\$12,000		\$12,000
<b>Operating Expenses Subtotal</b>	<b>\$32,116</b>		<b>\$29,116</b>
<b>Indirect Expenses (Not to exceed 10.00% of total allocation)</b>	<b>\$61,836</b>		<b>\$27,156</b>
<b>Total</b>	<b>\$690,192</b>	<b>\$75,000</b>	<b>\$360,000</b>

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "ACHCH Funding", unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

**II. Terms and Conditions of Payment**

**A. Reimbursement**

1. Contractor shall invoice the County during the contract period for actual expenses incurred according to the following schedule:

<b>Invoice</b>	<b>Service Period, FY 2020-21</b>	<b>Submission Deadline</b>
First	July 1 to July 31, 2020	August 15, 2020
Second	August 1 to August 31, 2020	September 15, 2020
Third	September 1 to September 30, 2020	October 15, 2020
Fourth	October 1 to October 31, 2020	November 15, 2020
Fifth	November 1 to November 30, 2020	December 15, 2020
Sixth	December 1 to December 31, 2020	January 15, 2021
Seventh	January 1 to January 31, 2021	February 15, 2021
Eighth	February 1 to February 28, 2021	March 15, 2021
Ninth	March 1 to March 31, 2021	April 15, 2021
Tenth	April 1 to April 30, 2021	May 15, 2021
Eleventh	May 1 to May 31, 2021	June 15, 2021
Twelfth	June 1 to June 30, 2021	July 15, 2021

2. Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Procurement Contract shall not exceed **\$435,000** and monthly payments may not exceed **\$36,250** for FY20-21 without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2021**.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project’s program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.
6. All costs paid for by the federal award must be allowable consistent with the Federal Cost Principles detailed in 45 CFR 75 Subpart E: Cost Principles and in compliance with federal legislative mandates outlined in HRSA Grants Policy Bulletin 2019-02E

**B. Invoicing Procedures**

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A-1, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
ATTN: TERRI MOORE, ACHCH CONTRACTS MANAGER  
1404 FRANKLIN STREET STE 200  
OAKLAND CA 94612

## **SAMPLE CONSUMER/CLIENT FLOW**

### **1. OUTREACH, ENGAGEMENT, INTAKE.**

- a. Intake procedures involve engaging with an unfamiliar client at a homeless encampment or location; the client has expressed interest in receiving on-going case manager support with improving health outcomes. Intake procedures for treatment include signed written or verbal consent for treatment, and collection of client's personal information for entry in the EHR.
- b. Engagement will likely take place over several visits.
- c. Every patient, regardless of level of engagement, will be offered a business card with Contractor's cell phone, Contractor shall inform each patient of the Street Health Outreach schedule, and when they can expect the Contractor to return to the encampment.
- d. Services are voluntary. Prior to the provision of medical or behavioral health services, Contractor shall ensure all appropriate consent, privacy, and release of information forms are completed by the patient.

### **2. ASSESSMENT**

Clinical assessment is completed over the first 1-3 meeting(s) with a client and will include a medical assessment and a brief psychosocial assessment.

### **3. INTERVENTION(S) AND FOLLOW-UP.**

Every patient will be notified that they can follow-up with their health care provider at the Contractor's clinic or other medical home. They will receive information on the relevant address, phone numbers and the hours of operation including the best days for walk-ins.

### **4. TRANSPORTATION**

Contractor shall provide transportation assistance for services (car, bus, BART, Uber and/or Lyft transportation) to primary medical clinics and laboratories (e.g., Quest) to address urgent health needs.

**5. HEALTH INSURANCE AND BENEFITS**

All clients will be offered health services, regardless of their health insurance status. Pursuant to the Contractors' and the Health Care for the Homeless Sliding Fee Scales, the Contractor shall not require payment from homeless individuals for services delivered under this contract. Contractor shall provide assistance to clients to enroll in insurance (e.g., Medi-Cal enrollment, HealthPAC enrollments and renewals) and benefits for which they may be eligible (e.g., CalFRESH).

**6. DOCUMENTATION AND MEDICAL RECORDS**

- a. One outreach encounter form shall be completed per encounter.
- b. Paper Charts are used in the field. Paper charts used in the field shall be stored in a locked backpack. Paper charts and notes shall be secured or destroyed upon return to the office according to Contractor's policies and procedures.
- c. Electronic Health Record. All encounters will be documented by the provider in the EHR upon return to the Contractor's office.

**7. RE-ASSESSMENT OF PROGRESS.**

Re-assessment of progress will be made at subsequent encounters.

**8. CARE PLAN CHANGE.**

Care plan changes will be made as the client's need change.



Attachment A2

**ACHCH DATA AND PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS**

**As a HRSA health center, ACHCH requires contractors to report data in a manner aligned with the most current definitions in the HRSA/BPHC Uniform Data System (UDS) Manual, located at <https://bphc.hrsa.gov/datareporting/reporting/index.html> .**

**Please take the time to carefully review this source document for health center reporting requirements.**

**Reportable Visits:**

Reportable visits are documented, individual, face-to-face contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services. Health centers should count only visits that meet all these criteria.

To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Included in patient visit documentation maintained by contracted provider should be consent documentation and verification of release of information signed by patient.

**Submission of Reportable Visits**

ACHCH contractors are required to submit a monthly report of all reportable health center visits provided by contractor. This report should be submitted before the 15<sup>th</sup> of the following month. Submission must be made in excel format through a secure FTP system arranged by the ACHCH program.

**Required patient data for each reported visit**

Required patient data for each reported visit is sent to and stays in the possession of ACHCH. Date required for each reported visit includes the following:

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient First Name	Patient Middle Name	Patient Last Name
Suffix (i.e.: JR)	Patient Birth Date	Family Status
Family Size	Patient Gender Identity	Patient Ethnicity
Patient Race	Patient Sex assigned at birth	Patient Sexual Orientation
Visit CPT Codes for clinical encounters	Visit Enabling Service Codes for enabling service encounters (up to 3)	Patient ICD10 Diagnosis code for clinical encounters (up to 5)
Patient Monthly Income	Patient Income Source	Patient Veteran Status
Patient Medical Payer Source	Patient Homeless Status	Patient Translation Needed

## Provider Types

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The [2019 UDS Manual](#) provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

## Independent Professional Judgment

To meet the criterion for independent professional judgment, providers must be acting on their own, not assisting another provider, when serving the patient. Independent judgment implies the use of the professional skills gained through formal training and experience and unique to that provider or other similarly or more intensively trained providers.

For example, a nurse assisting a physician during a physical examination by taking vital signs, recording a history, or drawing a blood sample **does not** receive credit as a separate visit.

## Counting Multiple Visits by Category of Service

Multiple visits occur when a patient has more than one visit with the HCH health center in a day. Most commonly, a patient may receive both a medical visit and an enabling visit at the same time. These distinct services must be provided by two distinct providers working in the capacity of their credentialed position (for example an MD does not report enabling services encounters). Multiple visits must be reported as distinct visits (i.e. separate rows when electronically reported). On any given day, a patient may have only one visit per service category, as described below.

Maximum Number of Visits per Patient per Day		
# of Visits	Visit Type	Provider Examples
1	Medical	physician, nurse practitioner, physician assistant, certified nurse midwife, nurse
1	Dental	dentist, dental hygienist, dental therapist
1	Mental health	psychiatrist, licensed clinical psychologist, licensed clinical social worker, psychiatric nurse practitioner, other licensed or unlicensed mental health providers
1	Substance use disorder	alcohol and substance use disorder specialist, psychologist, social worker
1 for each provider type	Other professional	nutritionist, podiatrist, speech therapist, acupuncturist
1	Vision	ophthalmologist, optometrist
1 for each provider type	Enabling	case manager, health educator

## Patient Homeless/Housing Status

The HCH program utilizes the federal Health and Human Services HHS definition of [homelessness](#) which is more inclusive than the Housing and Urban Development HUD definition.

- A homeless individual is defined in [section 330\(h\)\(5\)\(A\)](#) as “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing.” A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-

*permanent situation. [Section 330 of the Public Health Service Act (42 U.S.C., 254b)]*

- *An individual may be considered to be homeless if that person is “doubled up,” a term that refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. A recognition of the instability of an individual’s living arrangements is critical to the definition of homelessness. (HRSA/Bureau of Primary Health Care, Program Assistance Letter 99-12, Health Care for the Homeless Principles of Practice)Patient Consent and HIPAA acknowledgement*

Providers are required to assess and/or update a patient’s housing/homeless status at every clinical or enabling visit. A patient’s housing status is self-reported, patients are *not* required to show documentation or verification of housing status. Below are the housing status indicators that should be reported to ACHCH:

<b>Housing Status</b>	<b>Description</b>
Not Currently Homeless	Has permanent housing, except for people who reside in Licensed Board and Care (BNC) who should be noted as Other, or who has moved from homelessness into Permanent Supportive Housing (PSH).
Permanent Supportive Housing (PSH)	Subsidized housing accompanied by supportive services to assist homeless persons with disabilities to live independently (Program based- OPRI, Shelter+Care, Welcome Home etc. AND Site-based (ex: Rosa Parks, Merritt Crossing, etc.)
Shelter	Any public or private shelter or shelter program
Recovery Center	Currently residing in residential substance use program (Cronin, CURA, New Bridge, etc.)
Doubling Up	Doubled up with friends or relatives in a temporary, non-permanent manner. “Couch Surfing”
Motel/Hotel	If a patient’s stay is being paid by a program, or if the patient or their family is paying their rent in a motel/hotel. Does not include someone paying monthly rent in a SRO hotel or program.
Street	Includes encampments, streets, buses, other places not fit for human habitation
Transitional	This could range from a formal Transitional Housing program to unlicensed care homes, sober living, or a church-based residential program that patient pays for.
Vehicle	Includes car, camper/RV, van, and boat
Refused to report	This is not to be checked if housing status hasn’t been collected. Only if the patient is unwilling or unable to disclose.
Other	Can include patients who reside in Board & Care or Skilled Nursing Facility.

**Sexual Orientation and Gender Identity (SOGI)**

Contractors are required to collect HRSA-mandated Sexual Orientation and Gender Identity data from patients. SOGI data reported must include:

- 1. Sex as assigned at birth
- 2. Sexual Orientation
- 3. Gender Identity

Please note that HRSA required SOGI data follows precise definitions for each category:

- 1. Sex as assigned at birth (Male or Female)
- 2. Gender Identify:
  - Male
  - Female
  - Transgender Male/Female-to-Male
  - Transgender Female/Male-to-Female
  - Other
  - Chose not to disclose
- 3. Sexual Orientation:
  - Lesbian or Gay
  - Straight (not lesbian or gay)
  - Bisexual
  - Something else
  - Don't Know
  - Chose not to disclose

Collecting SOGI data in a respectful manner can be challenging, but it is very important in helping create better services for underserved populations. For information on how to collect this data, you can go to: <https://www.lgbthealtheducation.org/topic/sogi/>

**Transmitting Protected Health Information**

Any data reported to ACHCH that contains protected health information must be done in a secure manner. The two manners that the ACHCH program uses to transmit PHI are:

- FTP secure server
- Secure Email

Contact ACHCH Contracts Manager Terri Moore with any questions around transmission of PHI.

**Incomplete Data Reports or Fields**

Data reports that are incomplete or reported incorrectly will be returned by ACHCH Contracts Manager with a request for resubmission in a timely manner specified by ACHCH.

Data fields that are not collected by contractor must not be reported as "Don't know" "Unknown" or "Other" – non-recorded data fields must be submitted as either *blank* or *not recorded.* "Other" is acceptable only if the data is collected and is indeed "Other." Indicate if patient refused to report.

ProviderCode	Enter the type of provider providing a documented, face-to-face encounter. Encounter type is either Service/Enabling or Clinical; provider type must correspond to encounter type.
--------------	--

	<p>Clinical Provider Types: Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist</p> <p>Enabling Provider Types: Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other Mental Health Coach</p>
Subsite	Name of subsite where services provided
SocialSecurityNumber	xxx-xx-xxxx
FirstName	
MiddleName	Either whole middle name, a single letter; or no middle name, no periods or commas
LastName	No periods or commas.
Suffix	Jr, Sr, I, II, III, IV, V or blank only.
BirthDate	mm/dd/yyyy
FamilyStatus	Unattached Adult Adult in Family Child in Family Unattached Child (under 20 on their own)
Family Size	Number of persons in current household
PatientAddressStreet	number and street or description of living place. Can be residence or mailing address
PatientAddressCity	
PatientState	
PatientAddressZip	
SexAssignedAtBirth	M / F as assigned at birth, if patient is transgender be sure to complete Gender Identity.
SexualOrientation	Lesbian or Gay Straight (not lesbian or gay) Bisexual Something else Don't Know Chose not to disclose
GenderIdentity	Male Female Transgender Male/ Female-to-Male Transgender Female/ Male-to-Female Other Chose not to disclose

Ethnicity	Latino or Hispanic Not Hispanic Refused to report
Race	White Asian Native Hawaiian Other Pacific Islander Black/African-American American Indian/Alaska Native More than one race Unreported/refused to report
Dx1 Dx2 Dx3 Dx4 Dx5	ICD10 Required for Clinical Encounters (including Mental Health & Clinical substance use). ADA Codes for Dental Visits.  Up to 5 Dx Codes per encounter  If visit is enabling/service visit, then Dx Codes should be blank. If there are 2 visits (one clinical, one service) on same day, they should be inputted on different rows, as separate visits, with different provider types.
Svc1 Svc2 Svc3	HCH Enabling Services Types Required for Services Encounters only.  A service encounter will NOT include any ICD10 codes.  Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits on two separate rows.
CPTCode	Not required; but one CPT code can be submitted.
MonthlyIncome	\$ amount
IncomeSource	<ul style="list-style-type: none"> <li>•General Assistance</li> <li>•WIC Program</li> <li>•Wages Pension Employment</li> <li>•Veteran's Benefits</li> <li>•Food Stamps CalFresh</li> <li>•Unemployment</li> <li>•None</li> <li>•Other</li> <li>•SSI/SSA</li> <li>•Refused to report</li> <li>•CalWORKS</li> <li>•Child Support</li> </ul>

PaymentRes	<p>Medical Payor source for patient; must be documented for each encounter.</p> <ul style="list-style-type: none"> <li>•Medi-Cal FFS</li> <li>•Medi-Cal Mgd Care Alliance</li> <li>•Medi-Cal Mgd Care Blue Cross</li> <li>•Medicare</li> <li>•Medi-Medi</li> <li>•Sliding Scale/Self-Pay</li> <li>•VA Medical</li> <li>•Private Insurance</li> <li>•Other</li> <li>•None</li> <li>•HealthPAC</li> </ul>
HomelessStatus	<p><i>Patients must be screened for homelessness and most recent housing status inputted for <u>every visit</u>. If housing screening was not done, do not enter Unknown.</i></p> <ul style="list-style-type: none"> <li>•Not currently homeless</li> <li>•Shelter</li> <li>•Recovery Center</li> <li>•Doubling up</li> <li>•Street</li> <li>•Transitional</li> <li>•Refused to report</li> <li>•Other</li> <li>•Hotel/Motel</li> <li>•Permanent supportive housing</li> <li>•Vehicle</li> </ul>
TranslationNeeded	<ul style="list-style-type: none"> <li>•English</li> <li>•Spanish</li> <li>•Other Language: Describe</li> </ul>
VeteranStatus	Y or N

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	





LIFEMED-06

NICK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2019

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 Suhr Risk Services of California Insurance Brokers, LLC 910 E Hamilton Suite 410 Campbell, CA 95008	CONTACT NAME: <b>Peter Leary</b>	
	PHONE (A/C, No, Ext): <b>(800) 788-1170</b>	FAX (A/C, No): <b>(408) 510-5490</b>
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Alliance of Nonprofits for Insurance, Risk Retention Group</b>		<b>10023</b>
INSURER B: <b>Berkshire Hathaway Homestate Insurance Company</b>		<b>20044</b>
INSURER C: <b>Underwriters at Lloyd's, London (Illinois)</b>		<b>15792</b>
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
LifeLong Medical Care  
PO Box 11247 (94712)  
2344 6th Street  
Berkeley, CA 94710

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> See Other Cov's  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			201928735NPO	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			201928735NPO	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			201928735UMB	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ P/C O Agg \$ 7,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LIWC114948	1/1/2020	1/1/2021	<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	Cyber Liability			W195FC190501	10/1/2019	10/1/2020	Limit \$ 1,000,000
A	Directors & Officers			201928735DONPO	10/1/2019	10/1/2020	Occurrence Per Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: All California Operations of the Named Insured. The County of Alameda, its Board of Supervisors, Officers, Agents & Employees are named as additional insured per attached endorsement CG2026.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

County of Alameda Health Care for the Homeless  
1404 Franklin St. #200  
Oakland, CA 94612

## CANCELLATION

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)

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AGENCY CUSTOMER ID: LIFEMED-06  
LOC #: 1

NICK

### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>Suhr Risk Services of California Insurance Brokers, LLC</b>		NAMED INSURED LifeLong Medical Care PO Box 11247 (94712) 2344 6th Street Berkeley, CA 94710
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

#### ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:  
Directors' & Officers Liability Coverage  
Carrier: Nonprofits Insurance Alliance of CA  
Policy #: 201928735NPO  
Term: 10/1/2019-10/1/2020  
Occurrence: \$1,000,000  
Aggregate: \$2,000,000

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Bahar Amanzadeh, DDS, MPH, (“Contractor”) with respect to that certain agreement entered by them on November 1, 2019 (referred to herein as the “Agreement”) pursuant to which Contractor provides Dental Consulting services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County.
2. The term of the Agreement is currently scheduled to expire on June 30, 2021. As of the date this Second Amendment is executed by the County, the term of the Agreement will still expire June 30, 2021.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed ten thousand dollars (\$10,000). As a result of these additional services the not to exceed amount has increased from fifty thousand dollars (\$50,000) to sixty thousand dollars (\$60,000) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended as follows:

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to

payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibits B, B-1, B-2 hereto, provided that the maximum amount payable to Contractor for its dental consulting services for homeless persons shall not exceed sixty thousand U.S. dollars (\$60,000) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. The attached Exhibit A-2, Additional Services, is added to the original Exhibit A, Definition of Services, Exhibit A-1, Additional Services and is hereby incorporated into this Agreement by this reference.
6. The attached Exhibit B-2, Payment Terms, is added to the original Exhibit B and Exhibit B-1, Payment Terms, and is hereby incorporated into this Agreement by this reference.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:**
  - a. By signing this Second Amendment and the attached Exhibit D-2, Debarment and Suspension Certification, which is incorporated into this Agreement by this reference, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department

or agency;

- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year second above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
Donna R. Ziegler, County Counsel

By: \_\_\_\_\_  
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment

**EXHIBIT A-2**  
**ADDITIONAL SERVICES**

**DESCRIPTION OF SERVICES**

Contractor shall provide Alameda County Health Care Services Agency with the management and execution of the following scope of work:

**A. Serve to advance Dental-related strategic plans for Alameda County Health Care for the Homeless (ACHCH) health center.**

Provide oversight and support to the development of health center-wide work plans to carry out the following elements identified in the 2019 ACHCH Oral Health Strategic Plan:

- a. ACHCH Dental Contracts QI/ Quality Improvement including chart audits
- b. Countywide Homeless Dental Access (Info/coordination)
- c. Family and Child Dental Access
- d. Review and edit Homeless Dental Case Management Protocols
- e. Highland Hospital Dental Clinic
- f. ACHCH Program Primary Care Dental Integration
- g. Dental Services within ACHCH Shelter Health Program
- h. Screening/Dental Referrals/Services within ACHCH Street Health Program
- i. Countywide Collaboratives outside ACHCH health center

**B. Convene and lead ACHCH Dental Steering Committee**

Convene and carry out a quarterly ACHCH Dental Strategic Steering Committee meeting. The committee will consist of ACHCH leadership and services staff and other members (HCH Consumer/Community Advisory Board, HCH Commission and partners) as required. The Steering Committee meetings will review and guide movement on strategic plan implementation, and review health center dental utilization, assess emerging needs and serve to update staff on resources, regulations, conditions and best practices.

**C. Provide Oral Health-Related Analysis, Leadership and Direction to ACHCH health center**

Review health center dental utilization data, provide direction for oral health data analytics. Inform program of emerging practices, funding and collaboration opportunities. Review health center federal grant reporting. Review health center compliance with applicable federal and local regulations related to oral health services.

**D. COVID-19**

Provide Oral Health consultation to ACHCH program, partners and national partners on integration of COVID-19 precautions and prevention efforts into ACHCH and other homeless dental programs.

**Deliverables:**

- Respond to information and consultation requests from ACHCH program leadership.
- Carry out of quarterly ACHCH Dental Steering Committee meetings.

- Development of Oral Health Strategic Goals Implementation Plan, action steps and timeline for implementation
- Develop benchmarks to document ongoing progress of Implementation Plan.
- Establishment of channels of communication with Highland Hospital Dental and Alameda Health System (AHS) leadership around Highland Hospital homeless dental services.
- Development of communications to key ACHCH and AHS staff and governing board (HCH Commission).
- Bring Dental Consultation to ACHCHP in adjusting their dental contracts and activities due to COVID19
- Agreed-upon procedures/protocols for ACHCH contracted dental providers
- Participation and leadership in National Health Care for the Homeless Council efforts Oral Health and COVID-19 national discussions.



**EXHIBIT B-2**  
**ADDITIONAL PAYMENT TERMS**

**(Budget, July 1, 2020 – June 30, 2021)**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

	Hourly Rate	Total Cost
Dr. Baharak Amanzadeh hourly (110 hours)	\$225	\$24,750
Other Cost		
Parking (as needed)		\$250
CARES ACT COVID 19 additional services		\$10,000
Total Budget		\$35,000

2. Invoices will be reviewed for approval by the County the 15<sup>th</sup> day of each month.
3. Total payment under the terms of this Agreement for the additional services under Exhibit A-2 will not exceed the total amount of \$35,000.00. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D <u>Endorsements and Conditions:</u></b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
 12/12/2019

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 <b>CS&amp;S/ST BIZINSURE LLC</b>	CONTACT NAME: [REDACTED]	PHONE (A/C, No, Ext): [REDACTED]	FAX (A/C, No): [REDACTED]
[REDACTED]	EMAIL ADDRESS: [REDACTED]	INSURER(S) AFFORDING COVERAGE <b>Continental Casualty Company</b>	
INSURED <b>BAHARAK AMANZADEH</b>	[REDACTED]	NAIC # <b>20443</b>	
[REDACTED]	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		6024706241	02/01/20	02/01/21	EACH OCCURRENCE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/PO/ AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024706241	02/01/20	02/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						BODILY INJURY (Per person)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				BODILY INJURY (Per accident)	\$
	OTHER						PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)  
**County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work**

CERTIFICATE HOLDER <b>Alameda County Health Care Services Agency</b>  <b>1000 San Leandro Blvd., Suite 300</b> <b>San Leandro, CA 94577</b>	CANCELLATION 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 <i>Ryan M. Conaughy</i>
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County of Alameda  
**Workers' Compensation Written Declaration of Compliance**  
*(To be completed by the Contractor)*

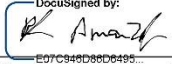
Amount of Contract: \$50,000 Term of Contract: 7/1/2019 - 6/30/2021  
Name of Contractor: Bahar Amanzadeh, DDS, MPH

**For Workers' Compensation, please have Contractor sign this declaration if applicable:**

**Declaration:**

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers' Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers' Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

DocuSigned by:  
 6/2/2020  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Owner, Officer, Director, Partner or other Principal  
Bahar Amanzadeh, DDS, MPH Dental Consultant  
Print/Type Name Title

*The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor's proof of insurance.*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when 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;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, 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 for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability

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due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or





- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

**3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

- 4.** This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A.** Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k.**

**Damage To Property**, is replaced by the following:

**k. Damage To Property**

"Property damage" to:

- 1.** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2.** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3.** Property loaned to you;
- 4.** Personal property in the care, custody or control of the insured;
- 5.** That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6.** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

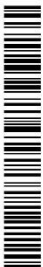
Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to **any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**5. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

**6. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;

- (3) Any manager, if you or an additional insured is a limited liability company;

- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or

- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

**7. Bodily Injury**

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**8. Expanded Personal and Advertising Injury Definition**

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a.** The insured; or

- b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b.** The following is added to Exclusions, **Section B.:**





SB-146932-E  
(Ed. 06/11)

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

**Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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**Master Contract No. XXXXXX**  
**Procurement Contract No. 19184**

Form 110-17 Rev 07/10/2019



**Alameda County Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR)**  
**FEDERAL GRANT FUNDS SMALL LOCAL EMERGING BUSINESS (SLEB) WAIVER REQUEST**

REQUIRED TO SOLICIT BIDS/PROPOSALS AND AWARD/AMEND CONTRACTS THAT INCLUDE FEDERAL GRANT FUNDS THAT PROHIBIT GEOGRAPHICAL PREFERENCES  
**DIRECTIONS:** Please refer to the reverse side of this form for instructions. Submit completed form with supporting documents to Auditor-Controller Agency, OCCR, at QIC 20111 or via email at [OCCR@acgov.org](mailto:OCCR@acgov.org).

1. **A.** Requesting Department Name: Health Care Services Agency
  - B.** Contact First / Last Name: Terri Moore QIC: 28201 Email Address: terri.moore@acgov.org Phone #: 510-891-8927
  2. Procurement Description: To provide Alameda County HCSEA with the management and execution of dental related strategic plans. CFDA\* No.: 93.224
  3.  **Board letter(s) approving acceptance of grant funds for the procurement described above is required.** Check box #3 to confirm Board letter(s) is attached.
  4.  **Enter the Code of Federal Regulations (CFR) number in 4A below and check box #4 to indicate if the Federal regulation is attached (as needed) and specifically prohibits geographical preferences from the procurement described above.**  
**A. Federal Regulation Name/Number:** Uniform Admin. Reg. for Grants and COOP Agreements to State, Local and Tribal Govts/45 CFR92.36(c)(2) Health and Human Svcs
  5.  Check box #5 to indicate that the Federal grant funds are sub granted or passed through the State to the County where State laws prohibit geographical preferences from the procurement described above and that the sub grant documents are attached. **Enter State regulation name and number in 5A below.**  
**A. State Regulation Name/Number:** \_\_\_\_\_
6. Select and check appropriate box below to indicate reason for waiver request:

<p><b>A. <input type="checkbox"/> Solicit Bids with County Counsel approved modified SLEB Provisions</b></p> <p>Waiver Request Date: ____/____/____</p> <p>Department Head Signature: _____ Date: _____</p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>OCCR Signature: _____          Waiver Expiration Date: ____/____/____          Federal Grant Funds SLEB Waiver #F: <span style="border: 1px solid black; padding: 2px;">#F</span></p> <p><input type="checkbox"/> Request denied by OCCR Reason: _____</p>	<p><b>B. <input checked="" type="checkbox"/> Award Contract/Issue PO</b></p> <p>Waiver Request Date: <u>10</u> / <u>01</u> / <u>2019</u></p> <p>1) Contractor Name/City: <u>Dr. Baharak Amanzadeh, Berkeley</u></p> <p>2) Total Contract Value: \$ <u>25,000</u></p> <p>3) Contract Start Date: <u>07</u> / <u>01</u> / <u>2019</u></p> <p>4) Contract End Date: <u>06</u> / <u>30</u> / <u>2020</u></p> <p>5) Procurement Contract #: <u>19184</u></p> <p>Department Head Signature: <u>[Signature]</u> Date: <u>10/7/19</u></p> <p><input checked="" type="checkbox"/> Request approved by OCCR Date: <u>10/7/19</u></p> <p>OCCR Signature: _____          Waiver Expiration Date: <u>6</u> / <u>30</u> / <u>20</u>          Federal Grant Funds SLEB Waiver #F: <span style="border: 1px solid black; padding: 2px;">#F 1495</span></p> <p><input type="checkbox"/> Request denied by OCCR Reason: _____</p>	<p><b>C. <input checked="" type="checkbox"/> Contract Amendment</b></p> <p>Waiver Request Date: <u>5</u> / <u>27</u> / <u>20</u></p> <p><input type="checkbox"/> Contract End Date: <u>06</u> / <u>30</u> / <u>21</u></p> <p><input type="checkbox"/> Increase Amount: \$ <u>\$25,000</u></p> <p><input type="checkbox"/> Total Amended Amount: \$ <u>\$50,000</u></p> <p><input type="checkbox"/> Procurement Contract #: <u>19184</u></p> <p><b>Complete section B (at left) as needed.</b></p> <p>Department Head Signature: <u>[Signature]</u> Date: <u>5/27/20</u></p> <p><input type="checkbox"/> Request approved by OCCR Date: <u>05/02/20</u></p> <p>OCCR Signature: _____          Waiver Expiration Date: <u>06</u> / <u>30</u> / <u>21</u>          Federal Grant Funds SLEB Waiver #F: <span style="border: 1px solid black; padding: 2px;">#F 1495-A</span></p> <p><input type="checkbox"/> Request denied by OCCR Reason: _____</p>
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\*CFDA = Catalog of Federal Domestic Assistance

EXHIBIT D-2

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Dr. Baharak Amanzadeh

PRINCIPAL: Baharak Amanzadeh TITLE: Owner

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_