



ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS

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www.achch.org

Alameda County Health Care for the Homeless Commission

Friday, July 17, 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

AGENDA

Item	Presenter	TAB	Time
A. CALL TO ORDER: 1. Welcome & Roll Call 2. Adopt agenda	Laura Guzmán Chair, ACHCH Commission		9:00am 5 min
B. PUBLIC COMMENT**			9:05am 5 min
C. CLOSED SESSION 1. No Items for closed session	Laura Guzmán Chair, ACHCH Commission		
D. CONSENT AGENDA 1. Review and Approve Minutes of June 19, 2020 2. Review and Approve Minutes of May 29, 2020	Laura Guzmán Chair, ACHCH Commission	TAB 1	9:10am 5 min
E. ACHCH DIRECTOR'S REPORT • Covid-19 Response • ACHCH Operations	Lucy Kasdin, LCSW ACHCH Director	TAB 2	9:15am 20 min
F. ACHCH HEALTH CENTER • Compliance and HRSA Update: Budget Period Renewal Planning • Alameda Health System Subrecipient Report	David Modersbach ACHCH Grants & Special Projects Heather MacDonald-Fine, AHS	TAB 3 TAB 4	9:35am 30 min 10 min
G. ACTION AGENDA 1. Revise by-laws to read: All members of the ACHCH Commission shall be residents of Alameda County or employed in Alameda County (page 9). 2. Approve consulting contract to add Project Roomkey scope of work - Shannon Smith-Bernardin	Laura Guzmán Chair, ACHCH Commission	TAB 5 TAB 6	10:15am 25 min



<p>H. REGULAR AGENDA</p> <ol style="list-style-type: none"> 1. Executive Committee – report 2. Budget/Finance and Contracts Committee – report 3. Clinical Committee – no report 4. Consumer/Community Input – report 	<p>Laura Guzmán Chair, ACHCH Commission</p> <p>Lois Bailey Lindsey, ACHCH Commission</p> <p>Sam Weeks, ACHCH CCAB/Commission</p>	<p>TAB 7</p>	<p>10:40am 5 min</p> <p>5 min</p> <p>5 min</p>
<p>I. OTHER ITEMS</p> <p>Next Joint ACHCH CCAB/ Commission Meeting: Friday, August 21, 2020; 9am-11am</p> <ol style="list-style-type: none"> 1. Suggestions for meeting agenda (refer to excerpt from December 13, 2019 meeting minutes) 	<p>Laura Guzmán Chair, ACHCH Commission</p>	<p>TAB 8</p>	<p>10:55am</p> <p>5 min</p>
<p>J. 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 the HCH Grant Manager at least five working days before the meeting at (510) 667-4487 in order to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. The HCH 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

May 29, 2020

&

June 19, 2020

Alameda County Health Care for the Homeless Commission Meeting
Friday, June 19, 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
 Fr. Rigo Caloca-Rivas
 Claudia Young
 Shannon Smith-Bernardin
 Michelle Schneidermann
 Ana Bagtas

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
 Kerry Abbott, Director, Alameda County Office of
 Homeless Care and Coordination

Public Present:

Heather MacDonald-Fine, AHS

Absent:

Samuel Weeks, DDS

Item	Discussion/ Recommendations
A. CALL TO ORDER Welcome & Introductions Adopt agenda	Meeting Chaired by Commissioner Laura Guzmán, Chair Quorum achieved Motion to Approve: L. Lee; G. Cox-Crowell - Motion Passed. Agenda adopted by Commission
B. PUBLIC COMMENT	Heather MacDonald-Fine, representing AHS, shared letter from the AHS CAB, and presented the AHS report. Highlights: <ul style="list-style-type: none"> • Working on data to be submitted to ACHCH • Wanda Jackson to return in July • CEO message in response to George Floyd’s death was made public as well as message from ambulatory leadership staff. • Promoting mobile health team internally via AHS newsletter Laura Guzmán mentioned discussing AHS CAB letter at the next ACHCH Executive Committee meeting in July.
C. CLOSED SESSION	No closed session
D. CONSENT AGENDA	ACHCH Commission review and approve Commission Meeting Minutes of May 15, 2020. Motion to Approve: M. Schneidermann; L. Lee Abstention: L. Guzmán

Item	Discussion/ Recommendations
	<p>Motion Passed; Meeting minutes approved by Commission</p> <p>ACHCH Commission review and approve Special Commission Meeting Minutes to approve ACHCH contracts - May 29, 2020.</p> <ul style="list-style-type: none"> • Not approved as meeting minutes need to be amended to capture some of the discussion of the meeting. • Postpone vote until July 17th commission meeting
E. ACHCH HEALTH CENTER	<p>David Modersbach, ACHCH Grants & Special Projects, presented the Compliance and HRSA update.</p> <ul style="list-style-type: none"> • HRSA has planned will be interviewing patients in the fall for their patient experience activity. • Operational site visit (most likely virtual) is projected for spring 2021. • ACHCH is now six months into the next three year grant period. • ACHCH will present to the commission a draft budget to review in July and will approve the final budget in August.
F. GUEST SPEAKER	<p>Kerry Abbott, Director, Alameda County Office of Homeless Care and Coordination, presented on the program (see attached slides)</p> <p>Q&A:</p> <ol style="list-style-type: none"> 1. Can scattered sites become transitional or permanent? <ul style="list-style-type: none"> • Less likely to keep because they are hotels willing to rent not give up management of the site. The county is looking at other hotels for sale and looking at CCRs, property reports, etc. 2. Does Alameda County have more restrictions than San Francisco? Are they barriers? <ul style="list-style-type: none"> • Have not found that Alameda County has more barriers. There has been support and encouragement for bringing in unhoused folks. 3. City of Alameda has been receiving calls from HOA's not being engaged before sites are opened. How is the County engaging with neighbors before projects are opened? <ul style="list-style-type: none"> • We've done a pretty mediocre job of that and could do better. We haven't had the resources to fully engage the community. The deals happen quickly (sometimes we have only two weeks notice) and multi-agencies are involved. It's also difficult to have community meetings during COVID. We do our best to have a point person. As far as Alameda, the director of Building Futures distributed contact information for neighbors. People can contact us at covidhousing@acgov.org if they have questions. 4. How are you triaging folks in Project Roomkey and how are you measuring equity? <ul style="list-style-type: none"> • Triage for Operation Comfort is straight forward. For Operation Safer Ground, we are taking the top 500 most vulnerable from the by-name list and cross referencing with CDC criteria. We run a weekly report on race equity comparisons for the homeless population overall, by-name list to ensure we aren't underserving the black and Hispanic populations. We are starting our 100 day challenge and moving people to housing from Operation Comfort. Kerry Abbott will share race equity care in housing information with Commission. 5. What proportion of folks are staying and why are people leaving? What has been the challenges for overdoses and substance use? <ul style="list-style-type: none"> • Very few people have left Safer Ground and we move people from Operation

Item	Discussion/ Recommendations
	<p>Comfort to Safer Ground, if needed. For people in Operation Comfort, it's a real challenge for folks to be in isolation and we are using a harm reduction approach. A number of people have declined Operation Comfort because of being isolated. Seth Gomez has done a great amount of work in assisting people with substance use.</p> <p>[L. Guzmán left meeting at 10:03am/G. Cox-Crowell co-chaired]</p> <p>6. Given the climate around policing and outcry from the community, what conversations is the County having regarding having less policing and more services for housing, mental health, and social services. How can the commissioners get themselves at the table to support that movement?</p> <ul style="list-style-type: none"> • The County's budgeting perspective is just beginning; Oakland has dived into it ahead of the county. Personally (not speaking for HCSA/County), how we can respond better to 911 calls for people that are homeless and have a serious mental illness and what resources do we need as a system of care. Whoever is responding is a question of safety and efficacy and we want to be in the best possible position. We want to be careful how we present those services. If we are under resourced, the shift goes to homeless providers that are paid at a lower rate. If we get more money, we are ready to take action. <p>7. Project Roomkey isn't closing for at least the next few months; evaluating in fall for resources going into 2021. May want to write an editorial for East Bay Times for the November initiative. Kerry Abbott will send initiative materials to commissioners.</p> <p>ACHCH is working very closely with Kerry Abbott and her office.</p>
G. ACHCH DIRECTOR'S REPORT	<p>Lucy Kasdin LCSW, ACHCH Director presented the ACHCH Director's Report</p> <p>[S. Bernardin-Smith left the meeting at 10:55am]</p>
H. ACTION AGENDA	<p>Revise by-laws to read: All members of the ACHCH Commission shall be residents of Alameda County or employed in Alameda County.</p> <ul style="list-style-type: none"> • L. Guzmán suggested postponing this action agenda item.
I. REGULAR AGENDA	<ol style="list-style-type: none"> 1. Executive Committee 2. Discussed commission retreat and how do we reincorporate those issues into monthly commission meetings since we are doing virtual meetings. Would like ideas from commissioners. This includes collaboration with the CCAB (joint Commission/CCAB meeting in August). 3. Budget/Finance and Contracts Committee – no report 4. Clinical Committee – no report 5. Consumer/Community Input - no report
J. OTHER ITEMS	<p>Next ACHCH Commission Meeting: Friday, July 17, 2020, 9am-11am (via Zoom call)</p> <p>Suggestions for upcoming Commission agenda: None</p> <p>Next ACHCH CCAB Meeting: Friday, July 10, 2020; 12pm-1:30pm (Zoom call)</p> <p>ACHCH Commissioners Retreat: Postponed</p>

Item	Discussion/ Recommendations
K. ADJOURNMENT	Meeting adjourned at 10:56am MINUTES APPROVED BY UNANIMOUS VOTE OF ACHCH COMMISSION Verified by Lois Bailey Lindsey, Secretary ACHCH Commission Executive Committee _____ Date: _____

**Alameda County Health Care for the Homeless Special Commission Meeting
Friday, May 29, 2020; 9:00am-10:00am
Via Zoom Conference Call
DRAFT MINUTES**

ACHCH Commissioners Present:

Laura Guzmán (Chair)
Gloria Cox-Crowell (Co-chair)
Lois Bailey Lindsey
Lynette Lee
Julie Lo
Fr. Rigo Caloca-Rivas
Claudia Young
Shannon Smith-Bernardin
Samuel Weeks, DDS

County Staff Present:

Lucy Kasdin LCSW, ACHCH Director
Luella Penserga, ACHCH Deputy Director
David Modersbach, ACHCH program
Terri Moore, ASII/Contracts
Kathy Barron, ACHCH program
Kathleen Clanon, MD, Medical Director,
Alameda County Health Care Services Agency
Jet Chapman, Human Resources, Alameda
County Health Care Services Agency

Absent:

Michelle Schneidermann
Ana Bagtas

Public Present:

None present

Item	Discussion/ Recommendations
A. CALL TO ORDER Welcome & Introductions Adopt agenda	Meeting Chaired by Commissioner Laura Guzman, Chair Adopt agenda – Agenda adopted by Commission
B. PUBLIC COMMENT	No public comment
C. CLOSED SESSION	No closed session
D. CONSENT AGENDA	No consent agenda
E. ACHCH DIRECTOR'S REPORT	Lucy Kasdin LCSW, ACHCH Director introduced Dr. Kathleen Clanon, MD, Medical Director, Alameda County Health Care Services Agency 1. PERSONNEL UPDATE Dr. Clanon discussed the program's Medical Director position: <ul style="list-style-type: none"> • Job description and County classification has been developed • Position will be posted in first part of July 2020 for one month • End of August and first of September for interviews and hiring Commissioners participation: <ul style="list-style-type: none"> • Review ACHCH job description

Item	Discussion/ Recommendations
	<ul style="list-style-type: none"> • Outreach to networks • ACHCH will develop a survey for the commission and community members to assist with interview questions • July interview panel to ask questions of candidates <p>Dr. Clanon stated that Dr. Harrison Alter will be the program’s interim Medical Director starting June 1, 2020.</p> <p>Jet Chapman, Human Resources, Alameda County Health Care Services Agency discussed that they are doing an extensive outreach for the Medical Director to medical organizations, educational institutions, candidates of color. Process may take four months from start to finish (mid-July to early September).</p>
F. REGULAR AGENDA	No items for regular agenda.
G. ACTION AGENDA	<p>Lucy Kasdin, LCSW, ACHCH Director presented Street Health contracts proposed for FY 20-21.</p> <p>1. APPROVAL OF CONTRACT AMENDMENTS</p> <p>a. Street Health Teams</p> <p style="padding-left: 40px;">i. Oakland, Zone 8 – LifeLong Medical Care</p> <p>Motion to Approve: L. Lee; Seconded: L. Bailey-Lindsey (based on overall improvement on all RBA measures). Motion Passed. Abstention: J. Lo, G. Cox-Crowell, S. Smith-Bernandin (contractor w/Street Health Team)</p> <p style="padding-left: 40px;">ii. Central County (Hayward and surrounding areas) – Tiburcio Vasquez Health Center</p> <p>Motion to Approve: L. Bailey-Lindsey; Seconded: L. Guzman (based on overall improvement on all RBA measures). Motion Passed. Abstention: G. Cox-Crowell</p> <p style="padding-left: 40px;">iii. South County (Fremont and surrounding areas) – Tri-City Health Center</p> <p>Motion to Approve: L. Bailey-Lindsey; Seconded: L. Lee (based on overall improvement on all RBA measures). Motion Passed. Abstention: G. Cox-Crowell, S. Smith-Bernandin (contractor w/Street Health Team)</p> <p>Commissioners asked about the goal to achieve the Results Based Accountability (RBA) measures. Lucy Kasdin responded that ACHCH balanced the first year’s RBA expectations with new staff hires implementing the service model for the first time. Street Health teams are currently implementing the model during COVID and are still expected to submit RBA data on an ongoing basis and meet minimum requirements. The data submitted has been</p>

Item	Discussion/ Recommendations
	<p>impacted by COVID; ACHCH staff are providing regular feedback and technical assistance to contractors.</p> <p>b. Trust Integrated Primary Care Clinic – LifeLong Medical Care</p> <p>Motion to Approve: L. Lee; Seconded: S. Smith-Bernardin. Motion Passed. Abstention: J. Lo, G. Cox-Crowell</p> <p>c. Dental Consultant – Dr. Bahar Amanzadeh, DDS, MPH</p> <p>Motion to Approve: L. Bailey Lindsey; Seconded: L. Lee. Motion Passed. Abstention: G. Cox-Crowell</p> <p>d. Optometry Services – Fruitvale Optometry</p> <p>Motion to Approve: S. Smith-Bernardin; Seconded: L. Guzman. Motion Passed. Abstention: G. Cox-Crowell</p>
G. REGULAR AGENDA	No regular agenda
H. OTHER ITEMS	<p>Next ACHCH Commission Meeting: Friday, June 19, 2020, 9am-11am (via Zoom call)</p> <p>Suggestions for upcoming Commission agenda: None</p> <p>Next ACHCH CCAB Meeting: Friday, June 12, 2020; 12pm-3pm (Zoom call)</p> <p>ACHCH Commissioners Retreat: Postponed</p>
I. ADJOURNMENT	<p>Meeting adjourned at 9:53am</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

July 17, 2020

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

Program activity update since the 6/2019 HCH Commission meeting:

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

We remain in the process of hiring four Program Services Coordinators to support our regional coordination and ask that Commissions continue to share the job posting with their networks

We offered the RNII position to a candidate and are awaiting a start date.

Dr. Clanon is working closely with HCSA HR Director Jet Chapman on the recruitment plan for the permanent Medical Director and will begin this process this week.

We are 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: interviews in process

-Health Services Trainees: recruitment in process

Alameda County Health Care Services Agency is requiring all HCSA programs to develop COVID-19 Workplace Readiness plans. HCH is the designated point of contact for our 1404 Franklin, and 384-14th St, and 386-14th St., Oakland building. HCH's COVID-19 plan to-date includes: remote working, additional janitorial cleanings, requiring masking, implementing social distance guidelines, and distributing sanitizers and disinfectants. We are working with the LifeLong Medical Care Trust Clinic (1st floor) and the Office of Homeless Care and Coordination (3rd floor) to coordinate one plan for the building.

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

Dr. Aislinn Bird, Seth Gomez and Kerry Abbott submitted a paper to the Street Medicine Institute symposium committee for the 16th annual International Street Medicine Symposium. Their proposal, titled "Integrating Street Medicine into Multi-jurisdictional Health Care Systems," has been selected. Due to the coronavirus pandemic, ISMS 16 will be completely virtual.

David Modersbach and Lucy Kasdin presented at the CSH Virtual Summit, Planning Beyond the Crisis 2020. The session, titled "Intersections of Public Health and Homelessness", focused on the work of ACHCH as part of the Alameda County public health response to COVID-19.

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

The ACHCH program is assembling our submission for our health center Non Competitive Renewal for HCH Commission approval in August; this will be topic of report in this meeting

HRSA will be going to a remote-Operational Site Visit in future, but has not set OSV dates for ACHCH.

4. 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 7/13/20

Homeless Total COVID-19 Positives for Alameda County: 106 total, 60 sheltered, 46 unsheltered; not able to capture doubled-up/precariously housed homeless.

Shelters:

- Services, Education and Resources:
 - 36 shelters visits (in person or remotely) to provide COVID training and education
 - 10 shelters decompressed, eligible individuals referred to Safer Ground
 - 23 sites throughout the county visited regularly to provide healthcare, linkage, and referrals

- Outbreak Response:
 - 17 sites
 - 33 residents positive
 - 4 staff positives

Encampments:

- Countywide COVID Outreach Coordination:
 - 495 sites visited by a range of providers for COVID outreach and education
 - 1120 encampments visits
 - 133 individuals received field based testing

- Outbreak Response:
 - 14 sites
 - 26 positives

Project Roomkey:

Occupancy by site:

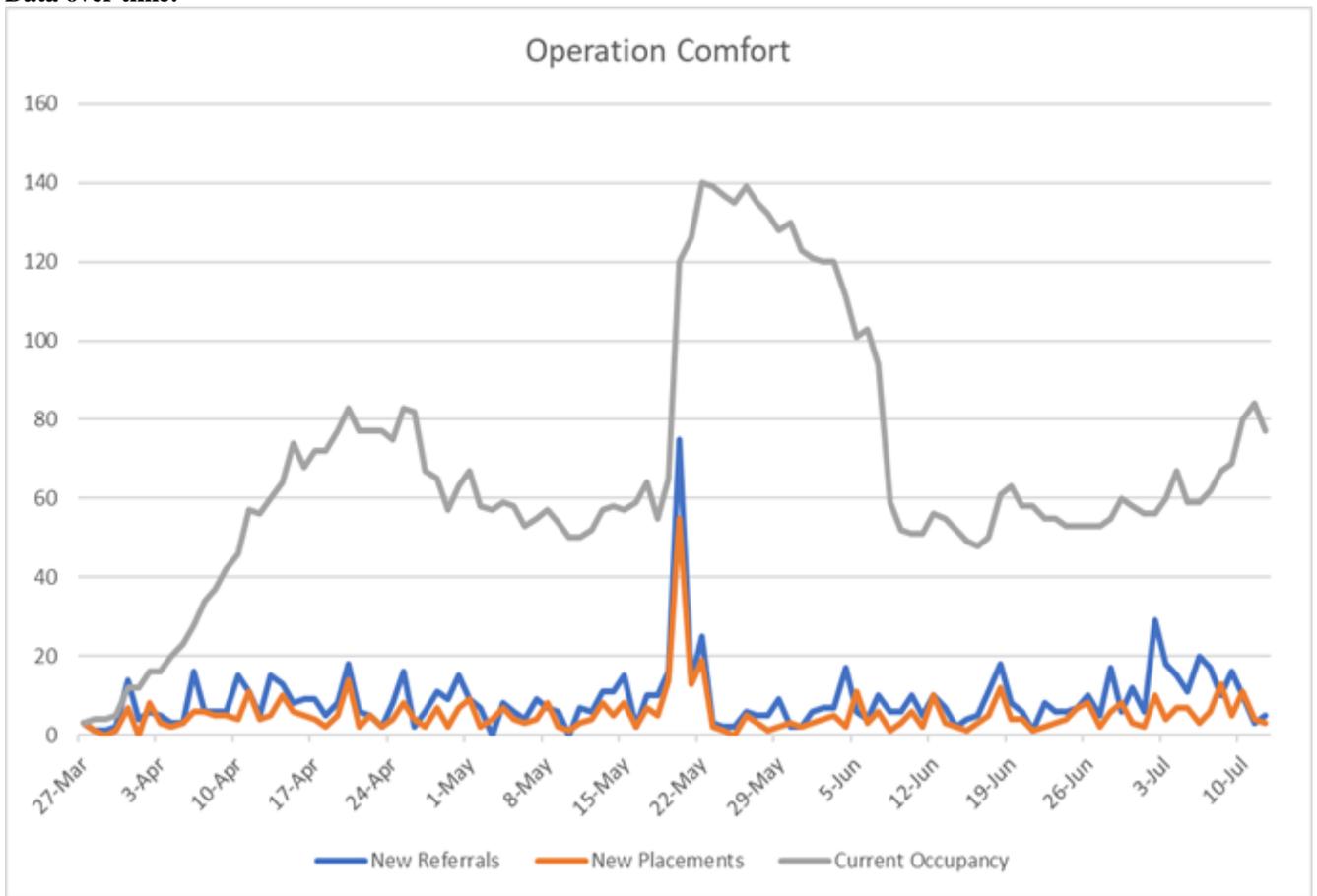
Roomkey Sites	City	Max Occupancy	Current Occupancy	%	Target Population	Lease	Shelter Contract
Comfort Inn	Oakland	100	34	34%	COVID+/PUI	State	Abode Services
Quality Inn	Oakland	98	43	44%	COVID+/PUI	County	Abode Services

Operation Comfort Occupancy		198	77	39%			
Radisson	Oakland	285	266	93%	Homeless/high-risk	State	Abode Services
Marina Village Inn	Alameda	50	49	98%	Homeless/high-risk women and families	County	Building Futures
Springhill Suites	Newark	119	117	98%	Homeless/high risk	County	Abode Services
Safer Ground Hotel Occupancy		454	432	95%			
Alameda Trailers	Alameda	5	4	80%	Homeless/high risk	Alameda	Building Futures
Berkeley Trailers	Berkeley	25	17	68%	Homeless/high risk	Berkeley	BFHP
HomeBase Trailers	Oakland	128	119	93%	Homeless/high risk	Oakland	HCEB
Trailer Occupancy		158	140	89%			
All Safer Ground Occupancy		612	572	93%			
Total Roomkey Occupancy		810	649	80%			
Sites Under Consideration			Lease/Acquire	Open Date	Target Population		
New Site	Livermore	126	Lease	7/29	Homeless/high-risk	Acquire	TBD
Quality Inn	Berkeley	29	Lease/Option	7/21	Homeless/high Risk,	Lease	BFHP
Rodeway Inn	Berkeley	41	Lease	7/21	Homeless/high risk	Lease	BFHP
Days Hotel	Oakland	140	Lease	7/24	Homeless/high risk	Lease	TBD
Scattered Sites	Countywide	100	Lease	7/13	Homeless/high risk	Lease	Multi
		436					

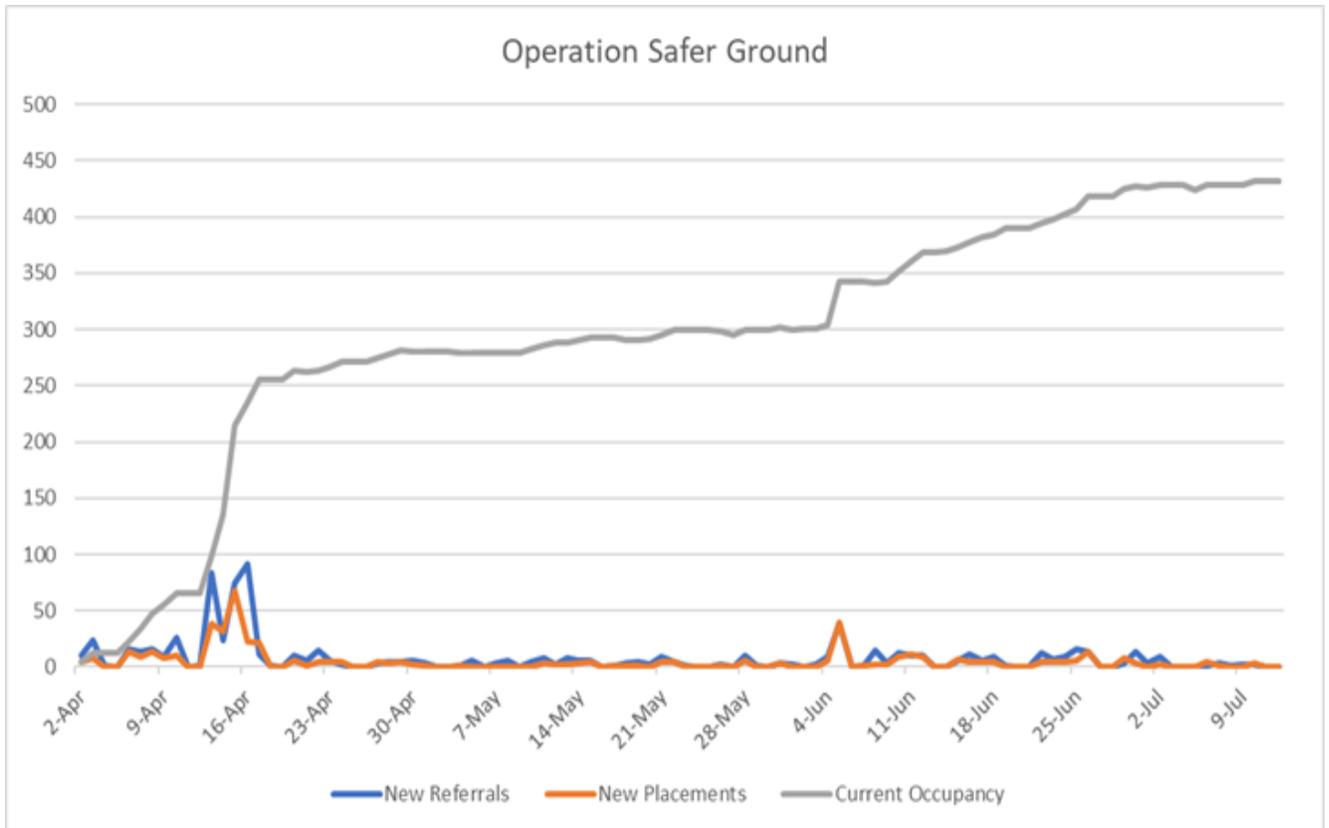
GOAL	1,203	15% of PIT
Operating	810	67%
In Progress	436	36%
Total planned by 8/15	1,246	104%

*Data subject to change; Trailer data based on max number of units/slots available. Trailer occupancy based on individuals.

Data over time:



*Includes Operation Comfort Oakland and Comfort Q



*Includes Safer Ground Oakland, Safer Ground Alameda and Safer Ground Newark only

Sincerely,

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

TAB 3:

Compliance and HRSA Update: Budget Period Renewal Planning

ACHCH HRSA Grant Year 2021 Non Competitive Continuation Overview & Review

ACHCH Grants Manager David Modersbach
ACHCH Commission Meeting
July 17, 2020

HRSA Non Competitive Continuation

- ▶ Competitive SAC proposal submitted every 3 yr Grant Period
- ▶ Grant Period: 1/1/2020 – 12/31/2022
- ▶ Base Federal Grant Award/Yr: **\$4,235,262**
- ▶ **Every year ACHCH submits a plan for the upcoming grant year – NCC (formerly called Budget Period Renewal)**

- ▶ **HRSA NCC Submission Includes:**
 - **Health Center Operations** (program specific info)
 - **Staffing:** (Federally-supported vs Non-Federal FTEs)
 - **Budget:** Grant Budget (federal) and Overall Health Center (non federal)
 - **Comprehensive Project Narrative**
 - **Performance Measures** and Patient Projections

- ▶ HCH Commission approval on **Friday August 21.**



GY21 NCC/BPR Preview -- Budget

Budget Categories	Federal Grant	Non-Federal	Total
Personnel	\$ 1,046,279	\$ 1,713,131	\$ 2,759,410
Fringe Benefits	\$ 517,274	\$ 788,040	\$ 1,305,315
Travel	\$ 18,840	\$ -	\$ 18,840
Equipment	\$ -	\$ 300,000	\$ 300,000
Supplies	\$ 71,100	\$ 38,000	\$ 109,100
Contractual	\$ 2,221,324	\$ 19,980,965	\$ 22,202,289
Construction		\$ -	\$ -
Other	\$ 122,300	\$ 414,128	\$ 536,428
Total Direct Charges	\$ 3,997,117	\$ 23,234,265	\$ 27,231,381
Indirect Charges	\$ 238,145	\$ 1,314,716	\$ 1,552,861
Total	\$ 4,235,262	\$ 24,548,981	\$ 28,784,242
	+\$255,074	+\$5,719,717	+\$5,971,587



Alameda County
**Health Care for
 the Homeless**

**Staffing Plan
 GY2021**

Total FTE: 30.0

Total Grant-funded
 FTE: 12.5FTE

Total Non-Federal
 FTE: 17.5

COVID TAP: 3 FTE

	Staff Name	Position Title	HRSA Provider Type	Total Program FTE	HRSA	COUNTY /MHSA
Admin Fiscal and Contracts	Lucy Kasdin LCSW	Prog Director/HCPA II	Administration	1	0.5	0.5
	Harrison Alter MD	Medical Director	Administration	1	0.5	0.5
	Luella Penserga	Deputy Director/HCPA I	Administration	1	0.5	0.5
	Theresa Ramirez	HCPA I (Quality & Data)	Administration	1	0.5	0.5
	David Modersbach	Management Analyst (Grants)	Administration	1	0.5	0.5
	Janice Edwards	Program/Financial Specialist (Finance)	Administration	1	0.5	0.5
	Carolyn Ellison	Admin Specialist II (Facilities)	Administration	1	0.5	0.5
	Terri Moore	Admin Specialist II (Contracts)	Administration	1	0.5	0.5
	Kathryn Barron	Admin Assistant	Administration	1	1	0
	Karen Tuttle	Specialist Clerk I	Administration	1	1	0
Street Health Services	Ted Aames PhD	Director of Community Services	Administration	1		1
	Aislinn Bird MD	Physician III (Psychiatrist)	Behavioral	1		1
	Seth Gomez, PharmD	Senior Pharmacist	Medical	1	0.5	0.5
	Wale Arshad, PNP	Psychiatric Nurse Practitioner	Behavioral	1	0.5	0.5
	OFFER EXTENDED	RN II	Medical	1	1	0
	Andrea Zeppa ASW	Social Worker	Enabling	1		1
	Wilma Lozada	CHOW II	Enabling	1	0.5	0.5
	Elaine Colon	CHOW II	Enabling	1		1
	VACANT	Program Services Coordinator (Regional)	Administration	1		1
	VACANT	Program Services Coordinator (Regional)	Administration	1		1
	VACANT	Program Services Coordinator (Regional)	Administration	1		1
VACANT	Program Services Coordinator (Regional)	Administration	1		1	
VACANT	Program Services Coordinator (Regional)	Administration	1		1	
Noemi Joves	Medical Clerk	Medical	1	0.5	0.5	
Shelter Health Services	Kari Jennings-Parriott	Behavioral Health Clinical Supervisor	Administration	1	0.5	0.5
	Jared Bunde RN	Registered Nurse III	Medical	1	1	0
	Oteria Randall NP	Mid Level Practitioner	Medical	1	0.5	0.5
	William Quan	Social Worker III	Enabling	1	0.5	0.5
	Nancy Quintero	Social Worker III	Enabling	1	0.5	0.5
	Alex Quintanilla LCSW	Behavioral Health Clinician	Behavioral	1	0.5	0.5
	Total Vacant FTE			5		5
	Total Budget FTE			30	12.5	17.5



Vendor Name	Contract Description	Total Amount 2020	Federal Grant Funding 2021	Non-Federal Funding 2021	Deliverables
Alameda Health System – Subrecipient Agreement	Subrecipient agreement for provision of Primary Care, specialty care, case management, behavioral health care, enabling services, drug/alcohol services, and collaborative Mobile Health services. Pass through of federal funds for operation of Mobile Health van; some county HCSA funds to support hiring of AHS HCH Director MD-level position.	\$785,176	\$621,788	\$163,388	5,500 patients treated in 30,500 visits. Includes \$160K towards AHS HCH Project Director (AC3 funds)
La Clinica de la Raza Dental	Contracted clinic-based dental care to provide patients with emergency, restorative and specialty dental services in coordination with health center patient care managers.	\$124,536	\$124,536		100 Patients complete dental treatment plan
On Site Dental Foundation	Contracted portable/mobile dental care provided for health center patients for one weekly mobile dental unit clinic, providing patients with emergency, restorative and specialty dental services in coordination with health center patient care managers.	\$250,000	\$250,000		50 weekly full-day sessions providing 1,400 visits/year to 200 health center patients.
Lifelong East Oakland Street Health Team Zone 8	East Oakland Street Health - Contract to provide direct Street Health nursing and medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.	\$350,000	\$350,000	\$75,000	150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually. Non-federal = OHCC/County Funding
Lifelong Downtown Street Health Team Zone 9	Downtown Oakland Street Health - Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.	\$350,000		\$425,000	150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually. Non-federal = OHCC/MHSA County Funding
Lifelong West Berkeley Street Health Zone 12	West Berkeley Street Health - Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.			\$450,000	150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually.
Lifelong Downtown Berkeley Street Health Team Zone 13	Downtown Berkeley Street Health - Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.			\$450,000	150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually. Non-federal = OHCC/County Measure A Funding
Lifelong North Berkeley Street	North Berkeley Street Health - Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling				150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan. 150 patients



Vendor Name	Contract Description	Total Amount 2020	Federal Grant Funding 2021	Non-Federal Funding 2021	Deliverables
Bay Area Community Services (BACH) South/East County Street Health Team Zone 2	South County Street Health: Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.	\$350,000	\$350,000		150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually.
Tiburcio Vasquez Central County Street Health Zone 3	South County Street Health : Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.	\$350,000	\$350,000		150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually.
Tiburcio Vasquez Unincorporated County Street Health Team Zone 4	Unincorporated County Street Health: Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.			\$560,000	150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually. Non-federal funding - County AC3 & OHCC
Tiburcio Vasquez Mid-County Street Health Team Zone 5	Alameda/San Leandro Street Health: Contract to provide direct street primary care/urgent care clinical medical services, outreach, and enabling services to unsheltered persons living in encampments and on streets, increasing engagement and access to harm reduction, primary care medical homes, patient stabilization and related services.			\$560,000	150 patients engaged/enrolled in medical home, 200 patients with >2 visits with assessment/plan, 150 patients screened for HIV/HCV, outreach to at least 1000 patients annually. Non-federal funding - County AC3 & OHCC
Fruitvale Optical	Contract with centrally-located North County optometry clinic to provide optometry exams and optical services to health center patients in coordination with health center care managers.	\$100,000	\$100,000		Projected goal is 200 patients per year.
LifeLong Medical Care TRUST Clinic	Primary Care Services- ACHCH contracts with Lifelong Medical Care to provide high-value integrated primary care, behavioral health, substance use and enabling services to address physical, mental, and social well-being of indigent, disabled persons experiencing homelessness. Partner organizations collaborate closely to promote overall health and well-being, and to develop or re-establish strong social support networks outside of the public services system.	\$1,576,211		\$1,576,211	Projected 1500 unique patients served / year.



GY21 NCC/BPR Preview – Contracts II

Vendor Name	Contract Description	Total Amount 2020	Federal Grant Funding 2021	Non-Federal Funding 2021	Deliverables
Dr. Sophy Wong	Consultation role for program organization and direction for HRSA-funded PCHP HIV/HCV testing, PEP/PRP linkages, entry into care, and reporting throughout ACHCH health center.		\$25,000		Implementation of ACHCH HRSA-funded PCHP HIV testing & linkages plan.
Shannon Smith Bernardine RN- Bernardine RN	Carrying out technical assistance, training and support activities for Street Health contractors and ACHCH StreetHealth Team services; also county-funded consultant role in supporting clinical nursing and services at Project Roomkey.	\$25,000	\$25,000	\$75,000	Non-Federal funding = HCCO & AC3
Bahar Amanzadeh DDS	ACHCH Dental Director and Consultant leading ACHCH health center-wide integration of oral health services.	\$25,000	\$25,000		Implementation of ACHCH Oral Health Strategic Plan
Wipfli	Consultation support for health center contracted finance, policy, compliance activities.			\$10,000	
Oakland Pharmacy	Contract with New Oakland Pharmacy for health center pharmacy supplies and support of ACHCH StreetHealth Team.	\$25,000	\$25,000		
Alameda Point Collaborative	County-funded consultation to support development of Medical Respite/Housing program of Alameda Wellness Center. Not on ACHCH Scope of Services			\$250,000	
Lifelong Medical Care	Administration and Monitoring of County-funded contract by Lifelong Medical Care to provide medical respite housing and services at Adeline Respite program. Not on ACHCH Scope of Services			\$1,600,000	
Total	21 Contracts	\$4,310,923	\$2,246,324	\$6,644,599	\$8,890,923
Total 2020	13 Contracts		\$2,221,324		

Increase in Contracts GY2021: \$4,405,000

TAB 4:
Alameda Health System
Subrecipient Report

July 10, 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. A monitoring visit with a focus on finance will be held in August.

2. Mobile Health

- a. Mobile Health Clinic completed 66 clinical patient encounters for June.
 - i. FY 2020 clinic encounters total: 947 represents 96% of AHS budgeted visits (AHS FY 2020 budget: 988). FY 2019 clinic encounters total 659 (144% increase over 2019 encounters).
- b. Mobile Health Clinic completed 118 enabling patient encounters for June.
- c. Result Based Accountability Objectives: CYTD: Unduplicated patients in EPIC: 462 (Annual Goal 930, 99% of midyear target)

3. Quality

- a. AHS Health Care for the Homeless leadership is working with Patient Services leadership staff to establish mechanisms to monitor the completion of required fields at point of service.
- b. The social determinants of health wheel screening questions for risk of homelessness was discussed at our monthly AOC/AQC (ambulatory operations committee/ambulatory quality committee) to get feedback for the workflow related to the screening.

4. Leadership and Advocacy

- a. An internal report on homelessness as it relates to COVID-19 is distributed to Ambulatory and System leadership every other week by AHS Health Care for the Homeless leadership.
- b. Refer to Medical Director report.

TAB 5:
ACHCH By-laws

BYLAWS OF THE ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS HCH COMMISSION

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INTRODUCTION

This body shall be known as the Alameda County Health Care for the Homeless Commission (“HCH Commission”).

The HCH Commission shall serve as an independent local co-applicant governing board of Alameda County’s Health Care for the Homeless health center program, supported by Section 330(h) grant funds. Alameda County, a public entity, shall act as co-applicant with the HCH Commission.

Alameda County is the recipient of a federal Section 330(h) grant to provide health care to people experiencing homelessness. Alameda County Health Care for the Homeless service sites, services, providers, service areas, and target populations that are approved under the federal grant are collectively referred to as the “Health Center.”

Section 330(h) grant funding comes from the Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services. The enabling legislation for the Health Center program is Section 330 of the Public Health Service Act, a United States federal law.

These Bylaws define the powers of this Co-Applicant Board, known as the Alameda County Health Care for the Homeless HCH Commission (the “HCH Commission”). The HCH Commission is governed and created by Alameda County Administrative Code Chapter 2.124, sections 2.124.010 to 2.124.120.

For the purposes of these Bylaws, ‘Health Center’ is equivalent to ‘HRSA Scope of Project’ as defined in Alameda County Administrative Code section 2.124.010.

ARTICLE I

PURPOSE

Vision: *Alameda County Health Care for the Homeless envisions a just society, in which all persons have access to quality health care and housing. We believe the problems of homelessness and health disparities can be solved.*

Mission: *The mission of Alameda County Health Care for the Homeless is to improve the health of Alameda County residents experiencing homelessness by ensuring access to culturally informed, whole-person health care and housing services.*

The HCH Commission is the community-based governing board mandated by HRSA's Bureau of Primary Health Care (BPHC) to oversee and set policy for the Health Center.

The HCH Commission shall work cooperatively with Alameda County to support and guide the Health Center in its mission to provide comprehensive health care that is quality-driven, affordable and culturally competent to persons experiencing homelessness in Alameda County, while ensuring compliance with HRSA grant requirements.

ARTICLE II

RESPONSIBILITIES

The HCH Commission's responsibilities include providing advice, leadership and guidance in support of the Health Center's mission. The HCH Commission has specific responsibilities to meet the governance expectations of HRSA.

Day-to-day operational and management authority resides with Alameda County Health Care for the Homeless staff.

The HCH Commission is responsible for:

- A. Approving the selection and dismissal of, and evaluating the performance of the Health Care for the Homeless Project Director, subject to those limitations on the HCH Commission's authority over labor relations and conditions of employment described

in the HCH Commission's enabling ordinance, which are strictly reserved to the Alameda County Board of Supervisors.

- B. Long-term strategic planning, which would include regular updating of the Health Center's mission, goals, and plans, as appropriate.
- C. Evaluating the Health Center's progress in meeting its annual and long-term goals.
- D. Determining the hours during which services are provided at HRSA Scope of Project sites that are appropriate and responsive to the community's needs.
- E. Developing a quality improvement system.
- F. Developing fee schedules for services, including the sliding fee discount program.
- G. Approving the annual Health Center budget and audit within appropriations made available by the Alameda County Board of Supervisors.
- H. Approving applications related to the Health Center, including grants and designation applications and other HRSA requests regarding the HRSA Scope of Project.
- I. Establishing general policies and procedures for the Health Center that are consistent with the Health Center and applicable grants management requirements.
- J. Developing HCH Commission member selection and dismissal procedures as set forth in these Bylaws.

HCH Commission members are expected to attend all meetings and work collaboratively with the Alameda County Board of Supervisors and Alameda County staff to support the Health Center's mission and ensure the maintenance of the federal HRSA grant in compliance with HRSA rules and regulations.

HCH Commission Members shall be entitled to receive agendas, minutes, and all other materials related to the HCH Commission, may vote at meetings of the HCH Commission, may hold office, and may chair HCH Commission committees. HCH Commission Members may not act, or speak, on behalf of the HCH Commission without the HCH Commission's express

consent.

ARTICLE III

MEETINGS

Section 1. Regular Monthly Meetings. Regular meetings shall be held monthly for the purpose of electing Project Directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Project Directors from time to time.

Section 2. Special Meetings. Special meetings may be requested by the Chair or the HCH Commission Members. A special meeting of members is not required to be held at a geographic location if the meeting is held by means of the internet or other electronic communication technology in a manner pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, note on matters submitted to the members, pose questions, and make comments.

Section 3. Notice and Open to the Public. All meetings will be conducted in accordance with the provisions of the Ralph M. Brown Act, open public meeting law, as amended.

Written notice of each regular meeting of the HCH Commission, specifying the time, place and agenda items, shall be sent to each member not less than seventy-two (72) hours prior to the meeting except as permitted by the Ralph M. Brown Act.

Preparation of the agenda shall be the responsibility of the Chair in conjunction with the Project Director of the Alameda County Health Care for the Homeless Program, or their designee.

Supportive materials for policy decisions to be voted upon shall be distributed to all members along with the agenda. If, on a rare occasion, such prior submission is precluded by time pressures, and if the urgency of a HCH Commission vote is established by the Chair of the HCH Commission, an item may be placed on the agenda although supporting materials are not available in time to be distributed; however, such material shall be available at the meeting. Items which qualify as an emergency can be added to the agenda pursuant to the Ralph M.

Brown Act.

Section 4. Place of Meeting. Meetings shall be held at the organization's principal place of business unless otherwise stated in the notice. Unless the articles of incorporation or bylaws provide otherwise, the HCH Commission may permit any or all Commissioners to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Project Directors participating may simultaneously hear each other during this meeting. A Commissioner participating in a meeting by this means shall be deemed to be present in person at the meeting.

All meetings will be conducted in accordance with the provisions of the Ralph M. Brown Act, open public meeting law, as amended.

Section 5. Quorum and Voting Requirements. The presence of a majority of the appointed members of the HCH Commission shall constitute a quorum at a meeting. A quorum is necessary to conduct business and make recommendations. A majority vote of those HCH Commission members present and voting is required to take any action. The Commissioners present at any meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some Commissioners results in representation of less than a quorum.

Each member shall be entitled to one vote. Voting must be in person or telephonically; no proxy votes will be accepted.

HCH Commission member attendance at all meetings shall be recorded on a sign-in sheet. Members are responsible for signing the attendance sheet. The names of members attending shall be recorded in the official minutes.

In the absence of a quorum, a majority of Commissioners may adjourn the meeting to another time with at least 48 hours' notice. If a quorum is then represented at this following meeting, any business may be transacted that might have been transacted at the originally scheduled meeting.

The meeting shall be conducted in accordance with the most recent edition of *The Sturgis Standard Code of Parliamentary Procedure* unless otherwise specified by these Bylaws.

ARTICLE IV

HCH COMMISSION MEMBERS

Section 1. Number of HCH Commission Members. The Health Care for the Homeless health center services, service sites and providers shall be managed by a HCH Commission consisting of nine (9) to twenty-five (25) members, with nine members initially appointed by the BOS. Subsequent appointments to fill vacancies will be made pursuant to these Bylaws, Article IV.

All members of the HCH Commission shall be residents of Alameda County. Each of the five districts represented by a member of the BOS must be represented by at least one member of the HCH Commission. At least one member must be a member of the Consumer Community Advisory Board of HCH. The Project Director of the HCH program shall serve as an ex-officio non-voting member of the HCH Commission.

Collectively, HCH Commission members shall possess expertise in health care, community affairs, finance, government, business, and legal affairs. Each member shall have a demonstrated commitment to people experiencing homelessness and the special needs of that population.

No member of the HCH Commission shall be an officer, employee or an immediate family member of an officer or employee of Alameda County, AHS, or a subcontracting agency of the HCH or HCO. No more than four (4) members may receive more than ten percent (10%) of their annual income from the health care industry. No members shall have a financial interest which would constitute a conflict of interest.

Currently, there is a HRSA waiver in place regarding consumer membership requirements. If anything should change or the waiver is withdrawn, these Bylaws shall be amended to reflect that change or withdrawal.

Section 2. Election and Term of Office. HCH Commission members shall be elected at a regular meeting or a meeting designated for such elections.

The term of office for HCH Commission members shall be four (4) years, unless otherwise designated in the enabling Ordinance. A member shall be limited to three (3) consecutive full terms of membership. The effective date of membership corresponds to the date of appointment.

A partial term of less than four (4) years shall not count as a term as outlined above.

- A. **Public Notice of Vacancies.** In addition, the Board shall ensure that public notice is provided regarding current and pending vacancies. Such notice must be given sufficiently in advance to permit members of the public at least three weeks after the posting of the notice to submit an application, as developed and approved by the HCH Commission, before the selection process outlined in this Article.
- B. **Nominations.** Nominations shall be given to the Chair in writing. Anyone may nominate a person for voting membership on the HCH Commission so long as the nominee meets the membership requirements of these Bylaws. A nominee may decline nomination.
- C. **Nominee Information.** A nominee must provide information sufficient to confirm that they meet the membership requirements of these Bylaws.
- D. **Presentation of Nominees to HCH Commission.** A list of nominees and other applicants shall be presented to the HCH Commission at a meeting between two and four months in advance of the expiration of terms for voting membership positions which are up for selection.
- E. **Voting.** Each proposed new or returning member who is nominated or who applies shall be separately selected by a majority vote of these members present and voting at the meeting designated for such selections.
- F. **New HCH Commission Member Term.** A nominee or applicant who is so selected for membership shall begin his or her new term immediately upon the end of the term of

the prior holder of the seat for which the selection was held.

Section 3. Quorum. A majority of Commissioners shall constitute a quorum.

Section 4. Conflict of Interest. A conflict of interest is a transaction within the Health Center in which a HCH Commission member has a direct or indirect economic or financial interest. Actual or potential conflicts of interest or the appearance of a conflict of interest by HCH Commission members, employees, consultants and those who furnish goods or services to the Health Center must be declared by completing a conflict of interest declaration form (see Appendix "A").

In situations in which a conflict of interest may exist for a member of the HCH Commission, the member shall declare and explain the conflict of interest. No member of the HCH Commission shall participate in discussion of or vote on a matter where a personal or potential conflict of interest exists for that member.

In addition to the requirements imposed by these Bylaws, HCH Commission members shall be subject to all applicable state and federal conflict of interest laws and the rules, reporting requirements, and conflict of interest code applicable to the Alameda County Board of Supervisors.

Section 5. Compensation. Members of the HCH Commission shall serve without compensation. Travel and meal expenses when traveling out on HCH Commission business shall be approved in advance by the HCH Commission.

Section 6. Procedures. The vote of a majority of the Commissioners present at a properly called meeting at which a quorum is present shall be the act of the HCH Commission, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A Commissioner who is present at an HCH Commission meeting at which action on any matter is taken shall be presumed to have assented to the action taken unless their dissent is entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

Section 7. Informal Action. Any action required to be taken at an HCH Commission meeting, or any action which may be taken at any committee of the HCH Commission, may be taken if a consent in writing setting forth the action is so taken, signed by all of the Commissioners or all of the members of the committee of the HCH Commission, as the case may be.

Section 8. Removal/Vacancies. Any member may be removed whenever the best interests of the Health Center or the HCH Commission will be served. The member whose removal is placed in issue shall be given prior notice of their proposed removal and a reasonable opportunity to appear and be heard at a meeting of the HCH Commission. A member may be removed pursuant to this section by a vote of two-thirds (2/3) of the total number of members then serving on the HCH Commission.

Continuous and frequent absences from HCH Commission meetings, without reasonable excuse, shall be among the causes for removal. In the event that any member is absent without acceptable excuse from three (3) consecutive HCH Commission meetings or from four (4) meetings within a period of six (6) months, the HCH Commission shall automatically give consideration to the removal of such person from the HCH Commission in accordance with the procedures outlined in this Article.

The HCH Commission will accept a verbal resignation of a HCH Commission member so long as it is properly documented. The HCH Commission will send an email or letter to the HCH Commission member confirming the resignation. Following seven days (7) of receipt of the letter by the HCH Commission, the resignation is accepted.

The HCH Commission shall have the ability to appoint members to fill vacancies to complete a term, following the procedures outlined in Article IV. Anyone selected to fill a vacancy shall fill the remainder of the term.

ARTICLE V

OFFICERS

Section 1. Number of Officers. The officers of the organization shall be a Chair, Vice-Chair and Secretary. The Chair may not serve concurrently as a Vice Chair.

Chair. The Chair shall preside over meetings of the HCH Commission, shall serve as Chair of the Executive Committee and shall perform the other specific duties prescribed by these Bylaws or that may from time to time be prescribed by the HCH Commission.

Vice Chair. The Vice-Chair shall perform the duties of the Chair in the latter's absence and shall provide additional duties that may from time to time be prescribed by the HCH Commission.

Secretary. The Secretary shall review and sign off on official Commission meeting minutes and ensure that the Commission adheres to adopted Bylaws.

Section 2. Election and Term of Office. Nominees for officers shall be selected from the HCH Commission membership. A nominee may decline nomination.

Nominations for officers shall be made at the regular November meeting.

Officers shall be elected annually by a majority vote of these members present and voting, as the first order of business at the December meeting of the HCH Commission.

Initial selection of officers upon creation of the HCH Commission will transpire at the same HCH Commission board meeting following the adoption of these Bylaws.

Officers shall be elected for a term of two (2) years, or any portion of an unexpired term thereof. A term of office for an officer shall start January 1, and shall terminate December 31, of the following year, or shall serve until a successor is elected.

Section 3. Removal or Vacancy. Vacancies created during the term of an officer shall be filled for the remaining portion of the term by special election, outside the November and December meeting if necessary, by the HCH Commission at a regular or special meeting in accordance with this Article.

The removal of any officer from his or her office shall be governed by the provisions of Article IV regarding the removal of members.

ARTICLE VI

COMMITTEES

A committee may be so designated by adoption at a meeting of the HCH Commission at which a quorum is present. Each standing committee shall be subject to the requirements of the Ralph M. Brown Act.

Section 1. Executive Committee.

Meetings. The Executive Committee shall meet on an as-needed basis and at such time and place as it may designate and shall keep a record of all its proceedings and actions.

Membership. The Executive Committee shall consist of the Chair, Vice-Chair, and one (1) member of the HCH Commission elected as a Secretary.

Powers. The Executive Committee shall coordinate the activities of all committees and shall perform such other duties as prescribed by the HCH Commission. Any actions or recommendations of the Executive Committee must be approved by the HCH Commission.

Voting. The Executive Committee shall act by majority vote of those present at a meeting having a quorum. Two (2) members of the Executive Committee shall constitute a quorum.

Vacancies. Vacancies on the Executive Committee shall be filled by special election at a regular or special meeting of the HCH Commission, in accordance with Article V.

Section 2. Additional Committees. In addition to an Executive Committee pursuant to Article XIV, the HCH Commission may designate one or more committees as the HCH Commission sees fit to carry out its responsibilities. Each committee shall consist of two (2) or more HCH Commission members.

- A. Chair.** The Chair of the HCH Commission shall appoint the Committee Chair from the members of the committee.
- B. Members.** Committee members shall be appointed by the Chair of HCH Commission and are subject to the review of the HCH Commission.

- C. Term of Office. The Chair of a committee shall hold office until a successor is appointed and approved. All members of each committee shall hold office for two (2) years.
- D. Vacancies. The Chair, with the approval of the HCH Commission, shall have the power to fill any vacancies that occur on a committee.

The designation of such committees and the delegation thereto of authority shall not operate to relieve the HCH Commission of its responsibility to approve all actions or recommendations of a committee.

ARTICLE VII

AMENDMENT TO BYLAWS

The Bylaws may be repealed or amended, or new Bylaws may be adopted at any meeting of the HCH Commission at which a quorum is present, by two-thirds (2/3) of those present and voting. At least fourteen (14) days written notice must be given to each member of the intention to alter, amend, repeal, or to adopt new Bylaws at such meetings, as well as the written alteration, amendment or substitution proposed. Any revisions or amendments approved by the HCH Commission must conform to the County of Alameda ordinance codes, including this HCH Commission's enabling ordinance, as well as state and federal law. Any amendment that conflicts with the County of Alameda ordinance codes shall be null and void.

The HCH Commission shall submit to Alameda County's Clerk of the Board of Supervisors a copy of any amendment to these Bylaws within five (5) business days of making any amendment. If the HCH Commission repeals these Bylaws, it shall submit to Alameda County's Clerk of the Board of Supervisors a copy of the minutes of any meeting where the Bylaws are repealed within five (5) business days of the meeting. If the HCH Commission adopts new Bylaws, the HCH Commission shall submit to Alameda County's Clerk of the Board of Supervisors a copy of the new Bylaws within five (5) business days of adopting the new Bylaws.

ARTICLE VIII

LIMITATIONS OF AUTHORITY

The Alameda County Board of Supervisors shall maintain authority to set policy on fiscal and personnel matters pertaining to the public agency, including, but not limited to, appropriating and authorizing funding and staffing for programs and policies related to financial management practices, charging and rate setting, labor relations and conditions of employment.

The HCH Commission may not adopt any policy or practice, or take any action, which is inconsistent with its enabling ordinance, or which is inconsistent with or alters the scope of any decision or policy of the Alameda County Board of Supervisors regarding fiscal or personnel issues or which asserts control, directly or indirectly, over any non-HRSA Scope of Project fund or program. While the HCH Commission has the ability to approve the appointment, dismissal and evaluation of the Health Care for the Homeless Project Director, the HCH Commission does not have any authority to direct hiring, promotion, or firing decisions regarding any employee of the County of Alameda or Alameda Health System.

ARTICLE IX

DISSOLUTION

Dissolution of the HCH Commission shall only be by affirmative vote of the Alameda County Board of Supervisors. The causes for dissolution may include, but are not limited to, changes in laws, regulations, or external environments, circumstances that dictate dissolution such as the identification of an environment that would constitute a threat to patient, employee, or public safety, clinical care, or inappropriateness, or any other circumstance that would constitute a violation of the County law, or laws and regulations governing the Health Center, or threaten credentialing, accreditation, or certifications that permit the delivery of services to patients. In considering dissolution, the Board of Supervisors shall take into consideration the importance of Health Center services to the community, and only exercise such authority as a last resort or remedy.

Certification

These Bylaws were approved at a meeting of the HCH Commission by a two-thirds majority vote on _____.

Chair: _____ Date: _____

Vice Chair: _____ Date: _____

APPENDIX A: Conflict of Interest

Conflict of Interest. Conflict of Interest is defined as an actual or perceived interest by the member in an action which results or has the appearance of resulting in personal, organizational, or professional gain.

Duty of Loyalty. HCH Commission members must be faithful to the Health Center and may never use information obtained by virtue of their position as HCH Commission members for personal gain.

Responsibilities of HCH Commission Members

1. A HCH Commission member must declare and explain any potential conflicts of interest related to:
 - Using her/his HCH Commission appointment in any way to obtain financial gain for him/herself, anyone from the member's household or family, or for any business with which the HCH Commission member or a HCH Commission member's household or family is associated; and
 - Taking any action on behalf of the HCH Commission, the effect of which would be to the member's household or family's private financial gain or loss.
2. No member of the HCH Commission shall participate in discussion of, or vote in a situation where a personal conflict of interest exists for that member.
3. No member of the HCH Commission shall be an employee or an immediate family member of an employee of the Health Center.
4. Any member may challenge any other member(s) as having a conflict of interest by the procedures outlined in the HCH Commission's Bylaws, Article X.

As a HCH Commission member, my signature below acknowledges that I have received, read and had an opportunity to ask clarifying questions regarding these conflict of interest requirements. I understand that any violation of these requirements may be grounds for removal from HCH Commission membership. I further understand that I may be subject to all other applicable state and federal conflict of interest requirements in addition to the provisions set forth in these bylaws.

HCH Commission Member's name (please print):

HCH Commission Member's signature:

Date: _____

TAB 6:

**Consulting Contract –
Shannon Smith-Bernardin**

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: Shannon Smith-Bernardin DEPT #: _____

TITLE/SERVICE: Consultant DBA Smith-Bernardin Consulting, Street Health Outreach

DEPT. CONTACT: Terri Moore PHONE: 891-8927

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? () (X)
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: _____
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: XXXXXXXXXX
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES** **NO**

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

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

Shannon Smith-Bernardin

Colleen Chawla

Printed Name

Printed Name

06/26/2020

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 Shannon Smith-Bernardin PhD, RN, CNL dba Smith-Bernardin Consulting hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Street Health Outreach Consulting services which are more fully described in Exhibit A; 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 Street Health Outreach Consulting 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
- Exhibit E Business Associate Agreement

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

The compensation payable to Contractor hereunder shall not exceed one hundred thousand dollars (\$100,000) 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: _____
(Printed)

Shannon Smith-
Bernardin
Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: Principle

Date: _____

Date: _____

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.

GENERAL TERMS AND CONDITIONS

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 weeks' 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
HCSA Health Care for the Homeless
1404 Franklin Street, Suite 201
Oakland, CA 94612
Attn: Contracts Manager

To Contractor: Shannon Smith Bernardin PhD, RN, CNL

Attn: _____

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 Street Health Outreach Consulting Services shall not exceed \$100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

MALL, LOCAL AND EMERGING BUSINESS (SLEB) 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.

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 two 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

Contractor shall provide consultation services to support health care access and service delivery for the homeless population of Alameda County served by Health Care for the Homeless. Services shall include consultation on the implementation, and development of best practices for the Street Health service delivery model including the provision of street-based outreach and engagement, medical and enabling services in homeless encampments. In response to the COVID-19, services shall further include clinical consultation to meet the needs of our most vulnerable homeless population during the COVID-19 pandemic including the development of nursing protocols and workflows for Project Roomkey Operation Safer Ground.

Contractor shall provide services to accomplish the following contract deliverables:

1. Provide expert consultation on general street outreach, nursing street outreach, and related program development.
2. Review and develop care manuals, policies and procedures, technical assistance to developing program staff that include outreach workers, nurses, social workers and physicians.
3. Conduct training sessions and facilitate and lead a monthly comprehensive Learning Community.
4. Provide expert consultation and technical assistance to support the ongoing clinical care provided through Alameda County Project Roomkey.

Description of services:

Contractor shall provide Alameda County Health Care Services Agency technical assistance in the development and ongoing implementation of best practices for the Street Health and Project Roomkey programs across Alameda County. At minimum, the work will include:

Completion of a comprehensive annual training calendar for the street health teams, which will take place in a monthly learning community, as well as in other settings, including field based consultation for individual teams, as determined necessary by the consultant and Health Care for the Homeless Community Services Director.

Regular facilitation of meetings with Street Health clinical care staff with registered nurses and other practitioners as appropriate which may include development of or linkage to appropriate content or expert consultation.

Regular on-site visits with Street Health programs in new zones added in FY20-21 to provide assessment and technical support to the teams' staff as they work to develop their teams. The consultant will also help to determine which processes are important to standardize across the

programs and work to support this both through development of appropriate protocols and technical support.

Review of and further development of the Street Health field manual, learning materials, Health Care for the Homeless policies and procedures, and individual program policies and procedures when deemed necessary by Health Care for the Homeless. Examples of policies and procedures, which would require related expertise, include nurse clinical protocols for conducting field assessment and triage, intake and consenting procedures, and patient flow to appropriate care, such as brick and mortar primary care clinics and higher levels of care.

Regular on-site visits with nursing and clinical staff at Project Roomkey sites to provide technical assistance, development of documents for data sharing purposes as needed, and further written development of the nursing scope of services.

Regular facilitation of bi-monthly group meetings with nursing staff across Project Roomkey locations to provide expert nursing clinical support for the model of care.

EXHIBIT B

PAYMENT TERMS

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
Shannon Smith-Bernardin hourly (655 hours)	\$150.00	\$98,500
Other Cost	\$1500	\$1500



Total Budget \$100,000

2. Invoices will be reviewed for approval by the County the 15th day of each month.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$100,000. 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
A	Commercial General Liability 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	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: 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. 2. DURATION OF COVERAGE: 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. 3. REDUCTION OR LIMIT OF OBLIGATION: 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. 4. INSURER FINANCIAL RATING: 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. 5. SUBCONTRACTORS: 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. 6. JOINT VENTURES: 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"> – 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. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: 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. 	

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: Shannon Smith Bernardin PhD, RN, CNL

PRINCIPAL: Shannon Smith-Bernardin TITLE: Principle

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”) Shannon Smith-Bernardin (“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: Shannon Smith-Bernardin PhD, RN, CNL

By (Signature): _____

Print Name: Shannon Smith-Bernardin

Title: Principle

TAB 7:

ACHCH Executive Committee 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: Laura Guzman	
Last meeting date: June 8, 2020	Current meeting date: July 13, 2020
Commissioner's in attendance: Gloria Cox-Crowell, Laura Guzman, Lois Bailey-Lindsey	
ACHCH staff in attendance: Lucy Kasdin, David Modersbach, Kathy Barron, Luella Penserga	
Absent: Sam Weeks	

1. Items discussed:

- a. Review/Approve Agenda for Next Commission Meeting
 - i. Under action items, clarify that the consultant contract is for Project Roomkey.
- b. Director Hot Topics – Lucy
 - i. Biggest things have been RFQs for community-based contact tracers, how we are using our HRSA/CARES funds, and the San Quentin outbreak (1,500 people positive for Covid). Housing people being released from San Quentin in Operation Comfort for 14 days before they join their families.
- c. Board Recruitment
 - ii. Sup. Valle's office forwarded a candidate application to staff.
 - iii. Next steps: Staff to contact the candidate to complete the application and conflict of interest form, and submit resume. Lois Bailey Lindsey and Gloria Cox-Crowell to interview candidate.

- iv. Staff reached out to Boona to submit an official resignation so the office of Sup. Keith Carson will release her slot. When Commission approves the change in the by-laws, we can approach previous qualified candidates again about their applications.

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

- a. Retreat – other options (add to the August Executive Commission Committee meeting). Joint meeting with Commission and CCAB is August 21st at 9am. Revisit brainstorming ideas and have a discussion on how we bring our work closer together. The main idea that was supposed to be discussed at the retreat was pairing Commissioners and CCAB members to liaison with the Board of Supervisors. Luella Penserga and David Modersbach will coordinate the districts the Commissioners and CCAB members are part of.

3. Action(s) recommended by the Committee for discussion/action by the full Commission at the next meeting:

- a. Add language allowing for Commission candidates working in Alameda County
- b. Approve Project Roomkey contract.

TAB 8:

**ACHCH CCAB/Commission
Brainstorming Ideas from
December 13, 2019 Joint Meeting**

Item	Discussion/ Recommendations	Action
<p>4. Executive Committee report</p> <p>5. Budget/Finance and Contracts Committee</p> <p>6. Clinical Committee</p> <p>Action Item: Approve new ACHCH Executive Committee Members</p> <p>7. Racial Equity Inclusion Discussion</p>	<p>Commission</p> <ul style="list-style-type: none"> • Jeannette Johnigan reported on MAT conference in September, highlighted integrated Substance Use (SUD), behavioral health and primary care services at Portland OR Central City Concern. <p>Discussion between ACHCH Commissioners and HCH CCAB members: How well is ACHCH integrating medical, behavioral, SUD services at different levels? How well are harm reduction services and approaches integrated? How can we learn more and better integrate SUD, BH and Primary care?</p> <ul style="list-style-type: none"> • Top three priorities that the Commission can share with the CCAB to work collaboratively to solve. Brainstormed ideas: <ul style="list-style-type: none"> ○ Joint (CCAB/Comm) Policy and Advocacy Efforts collaborate and outreach with local-State-Fed policymakers ○ Racial Equity Diversity Work ○ Patient Experience monitoring and metrics ○ More consistent CCAB/Commission meetings/collaborations ○ HCH Commission committees include HCH CCAB members ○ More strategic specific HCH Commission meetings ○ Connect/Collaborate with TRUST Partners ○ Connecting to and building in Research partners ○ Better measuring and understanding Impact of HCH services ○ Incorporating Medical Respite into HCH ○ Power: Elevate voices of people with lived experience. <p>2. Executive Committee Lynette reported for Executive Committee.</p> <ul style="list-style-type: none"> • Preparing for new leadership (Laura Guzmán and Gloria Cox-Crowell) • Board development retreat in 2020; welcoming other members • Collaborative with CCAB <p>3. Budget/Finance and Contracts Committee</p> <ul style="list-style-type: none"> • No report; meeting in January 2020 <p>4. Clinical Committee</p> <ul style="list-style-type: none"> • No meeting this month <p>5. Selection of ACHCH Commission Chair and Vice Chair ACHCH Commission selected by unanimous vote the following board members to serve for CY2020 as Executive Committee:</p> <ul style="list-style-type: none"> • Lois Bailey Lindsey will continue to be Secretary • Laura Guzman will serve as Chair • Gloria Cox-Crowell will serve as Vice Chair <p>6. Racial Equity/Diversity Equity Inclusion in Homelessness and Homeless Health Care Services</p>	<p>Motion: S. Smith-Bernardin, 2nd L. Bailey Lindsey</p> <p>Yea: unanimous</p>