

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

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

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as “Procurement Contract No. 18189” or the “Procurement Contract:

1. **Exhibit A-1 – Program Description and Performance Requirements;**
2. **Exhibit B-2 – Terms of Payment;**

The Term of this Procurement Contract shall be from **July 1, 2019** through **June 30, 2020**. The compensation payable to Contractor hereunder shall increase from **\$410,000** to **\$485,000** for the term of this Procurement Contract.

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

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

COUNTY OF ALAMEDA

Tiburcio Vasquez Health Center, Incorporated

By _____ Date _____
Signature

By _____ Date _____
Signature

Name Colleen Chawla

Name David B. Vliet, MBA

Title Director, Health Care Services Agency

Title Chief Executive Officer

APPROVED AS TO FORM

By _____
Signature

Name K. Joon Oh

Title Deputy County Counsel

WITNESSETH

Whereas, County desires to obtain Street Health and Outreach services which are more fully described in Exhibit A hereto ("Street Health Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor as a sub awardee of Federal health center funding. As such, Contractor is considered as carrying out part of HCSA's approved health center scope of project, specifically the provision of geographically specified street-based health care services to health center patients experiencing unsheltered homelessness. Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement.

EXHIBIT A-1
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Health Care Services Agency Office of the Agency Director
Contractor Name	Tiburcio Vasquez Health Center, Incorporated
Contract Period	July 1, 2019 – June 30, 2020
Type of Services	Homeless street outreach and engagement, street health services and triage, collaboration with housing and community organizations to secure housing and benefits for clients, enabling services, short-term case management, laboratory/diagnostic tests, medication formulary, healthcare navigation services, supportive services/referrals.
Procurement Contract No.	18189

I. Program Name

Central County Street Health Outreach

II. Contracted Services

Contractor shall provide:

1. Street Outreach and Engagement:

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

2. Street Health Services and Triage:

- a. Medical assessments and brief psychosocial assessments and triage;
- b. Diagnosis and treatment of conditions commonly associated with being homeless, e.g., respiratory infections, heat and cold-related illness, wound care, skin and foot problems, nutritional deficiencies
- c. Vaccinations (e.g., flu, Hepatitis A, B, Tdap); arranging for or providing screenings (e.g., HIV, Hepatitis C)
- d. Troubleshooting pharmacy related barriers, such as regularly picking up medications;
- e. Crisis assistance and brief behavioral health interventions (e.g. Motivational Interviewing, Problem Solving Therapy;
- f. Harm reduction strategies for Sexually Transmitted Disease (STD) prevention and Substance Use Disorders (SUD), including Narcan distribution;
- g. Linkage to Medication Assisted Treatment (MAT) for substance use disorders including management of buprenorphine treatment;
- h. Benefits Advocacy;

- i. Support with selecting a provider of the client’s choice or re-engaging in care at an assigned clinic, and problem-solving around reasons for not connecting with an assigned medical home, including assisting with clinic paperwork and transitional period transportation assistance;
 - j. Triage and referral to the appropriate level of care (e.g., brick-and-mortar primary care, urgent care, specialty care and dental clinics, emergency departments);
 - k. Medi-Cal and HealthPAC enrollment and renewal assistance, and assistance with other public benefits for which the client may be eligible;
 - l. Contractor shall accept clients at Contractor’s brick-and-mortar clinic in a timely manner. Clinic will be prepared to treat conditions of particular concern to people experiencing homeless, such as HIV, Hepatitis C; and MAT (i.e., buprenorphine) for opioid addiction. Timely access is defined in accordance with the State of California’s timely access to care standards
<https://www.dmh.ca.gov/HealthCareinCalifornia/YourHealthCareRights/TimelyAccessToCare.aspx>
 - m. Contractor shall provide medical supplies, limited laboratory and medication dispensing services as part of the Street Health program. Examples include: basic labs such as glucose meter and cholesterol testing; blood pressure checks, wound care around first aid, disbursement of smoking cessation toolkits, preliminary screening for acute medical conditions including infections and asthma, and distribution of birth control and pregnancy testing kits. For blood work, the Medical Outreach Team will refer individuals experiencing homelessness to the nearest licensed laboratory and provide them with transportation aid. HIV and Hepatitis C tests, as well as vaccinations and TB tests, will be made available through referrals and transportation vouchers.
3. *Collaboration with Housing and Community Organizations to Secure Housing and Benefits for Eligible Clients:*
- a. Assist clients with gathering identification documents required for getting housing; many documents are already on file with health care providers for the purposes of Medi-Cal and public benefits enrollment. Contractor shall coordinate with regional Housing Resource Centers (HRCs) to gather client documentation required for Alameda County’s Coordinated Entry assessment process to become eligible for Permanent Supportive Housing.
 - b. Coordinate with HRCs to coordinate services for clients on the HRC’s “By-Name lists.”
 - c. Coordinate with participating agencies on AB 210, which permits multi-disciplinary teams using County protocol to share and exchange information that expedites linkage of individuals and families to housing and services.
 - d. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS to support clients who need to connect to specialty mental health and SUD treatment services.
 - e. Contractors shall not participate in activities related to abatement of encampments.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

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

Contractor shall make it a priority to serve:

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

2. Referral Process to Program

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

3. Program Eligibility

Contractor shall serve clients in the following geographic area:

Central County (Hayward and surrounding areas)

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

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

4. Limitations of Service

N/A

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

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

- a. **Maintenance of a Consistent Site Schedule.** Contractor shall develop and maintain consistent schedule for each site and submit schedule to Alameda County Health Care of the Homeless (ACHCH). Contractor shall build trust and rapport with unsheltered homeless individuals, (e.g., outreaching in a welcoming and professional manner, working with informal encampment leaders).

- b. Street Outreach and Client Engagement.** The purpose of outreach is to build rapport with homeless individuals through consistent, progressive engagement and work to identify medical and behavioral health needs. Contractor shall focus outreach on the broader population within an encampment or location and those with higher needs will be connected to the appropriate member of the team for more intensive services.

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

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

d. Collaboration and Partnership

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

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

2. Discharge Criteria and Process

A patient discharge policy and procedure will be developed in collaboration with the county and submitted within one month of the start of this contract

3. Hours of Operation

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

Contractor shall maintain the following minimum hours of operation:

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

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

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

4. **Service Delivery Sites**

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

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

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

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

a. The staffing model is as follows:

- i. *Program Manager* at a minimum of 0.10 Full Time Equivalent (FTE): Oversight of contract management and submission of all required deliverables and reporting, producing both client-level data and evaluation outcome reports, supporting the Team to track outcomes, and ensuring Team development of protocols and procedures, including linkage of homeless clients to a brick and mortar clinic.
- ii. *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE.
 1. Client outreach, engagement, and relationship development.

2. Identification of potential new sites, staying up to date with local resources, and development of new regional relationships.
3. Health education and harm reduction including naloxone trainings.
4. Medi-Cal and benefits advocacy
5. Lead coordinator with housing outreach providers and Housing Resource Centers.
6. Providing and tracking referrals, scheduling and reminding clients of appointments.
7. Reinforcing behavior and mobilizing social support, facilitating client empowerment to fully engage with all members of their health care team,
8. supporting maintenance of improvements in health status,
9. coordinating with service providers, e.g., substance use disorder (SUD) treatment services.

iii. *Registered Nurse (RN) Care Manager* at a minimum of 1.0 FTE. Responsible for providing basic medical care within the scope of an RN in the context of a variety of clinical scenarios, including medical assessments, wound care and skin assessments, vaccinations (e.g., flu, Hepatitis A), assessment of respiratory illnesses, and caring for clients with active substance use disorders. Contractors may refer to the LA Dept. of Health Services' [RN Pilot Protocols for Street-Based Engagement, 2017](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf) as a reference; https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf.) The RN Care Manager will work with providers and negotiate with pharmacies on behalf of clients; serve as the patient care plan lead (development of care plan for patient and coordination of responsibilities with CHW; measuring progress towards the goals outlined in care plan). It is not the intention of this service to treat urgent or emergent scenarios; staff shall call 911 in the event of a medical emergency.

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

1. Assessment, diagnosis, and treatment of health conditions to highly vulnerable individuals who are unable to make it to brick and mortar facilities and may benefit from targeted and time-limited assessment by a provider in the field.
2. Consultation and telemedicine support to team
3. Technical support and training regarding medical treatment to the full-time Street Health team members
4. Support to the Street Health team to develop a protocol and workflow for triaging high-risk patients to limited provider time for targeted medical outreach;

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

IV. Contract Deliverables and Requirements

A. Detailed Contract Deliverables

Contractor shall provide the following services/deliverables:

1. Contractor shall submit an updated organizational chart reflecting all positions in the clinic within one month of commencement of contract.
2. Contractor shall submit job descriptions to the County for all street health outreach team positions, including the program manager, within one month of contract commencement. Contractor shall have and maintain current job descriptions on file with HCSA for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of HCSA. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the HCSA.
3. Contractor shall submit a plan for training, supervising and supporting staff to prevent staff turnover that is typically associated with homeless services within one month of contract commencement.
4. Identify staff lead responsible for facilitating daily Street Health Outreach Team huddles to share information, discuss cases, and to coordinate workflows prior to delivering services.
5. Develop and implement policies and procedures to support Street Health Outreach Team activities:
 - a. Policy and procedure for linking clients from an encampment/shelter/unsheltered street site to a brick-and-mortar medical home for services.
 - b. Contractor shall have a client and staff safety policy and procedure in place prior to deploying Street Health Outreach Team.
 - c. Contractor shall have a process for staff to report sentinel events as defined by the Joint Commission, including a death of a patient, which will lead to a subsequent investigation, summary, and next steps, all of which must be reported within 8 weeks of the event being reported. If the current, established plan is changed Tiburcio will submit to HCSA with the following monthly report.
 - d. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances.
6. Contractor will have established a clinician back-up schedule for the Street Health Outreach Team, with quarterly updates provided to ACHCH, or as requested.
7. Contractor will provide ACHCH with a current Street Health Outreach Team site and service locations schedule, with updates provided every subsequent month.

8. Contractor will develop and utilize a client and service tracking log. Street Health Outreach Team will maintain an Excel tracking sheet running log of 100-150 clients for each month, with the intent to develop in-depth relationships and provide critical resources that move clients in a positive direction, as documented through UDS, RBA metrics and other ACHCH required forms.
9. Utilization Report
 - a. ACHCH Data and Patient Reporting Requirements & Microsoft Excel file of encounter data (see Attachment A2)

V. Compliance and Performance Reporting and Evaluation Requirements

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

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

A. Evaluation Requirements

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

Process Objectives	“How Much” Performance Measure	Data Collection Tool
By June 30 th , 2020, contractor maintained Excel Tracking Sheet (rolling outreach log) will contain a minimum of 120 clients, who were provided Street Health Services in the past 60 days.	# clients tracked on Excel Tracking Sheet (rolling outreach log) who were provided Street Health Services in past 60 days # of unique clients who were provided Street Health Services per month	Excel Tracking Sheet
By June 30 th , 2020, 150 clients will have active enrollment in a medical home.	# of clients who have active enrollment in a medical home	Excel Tracking Sheet EHR
By June 30 th , 2020, 175 clients will receive an outreach assessment to determine basic needs.	# of clients who receive an outreach assessment to determine basic needs	Alameda County Outreach Assessment Tool Excel Tracking Sheet

By June 30, 2020, the Street Health team (RN/NP/PA/MD) will screen 150 unique clients for blood borne pathogens (HIV and/or HCV)	# of unique clients screened for blood borne pathogens (HIV and/or HCV)	EHR or other data tracking tool
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Quality Objective	“How Well” Performance Measure	Data Collection Tool
By June 30 th , 2020, Street Health Outreach Team will have attended 80% of learning community meetings/events/activities	% of learning community meetings/events/activities attended by Street Health Outreach Team	Scanned ACHCH Sign-in sheets kept by ACHCH Administration
By June 30 th , 2020, 90% of uninsured clients will have been provided assistance with completing and submitting an application to SSA for medical insurance or Health PAC.	% (#) of clients with active medical insurance or Health PAC % (#) of uninsured clients provided assistance with completing and submitting an application for medical insurance or Health PAC	Excel Tracking Sheet
By June 30 th , 2020, 80% of clients will have completed an intake at a housing resource center.	% (#) of clients with completed assessment at housing resource center	Excel Tracking Sheet
By June 30 th , 2020, 75% of clients with positive screening (HIV and/or HCV) will complete quantification blood draw(s) to confirm or deny presence of disease	% of clients with positive screening who complete quantification blood draw(s)	EHR or other data tracking tool

Impact Objective	“Is Anyone Better Off” Performance Measure	Data Collection Tool
By June 30 th , 2020, clients with ≥3 encounters (after consenting to services) will have a co-developed care plan stating ≥3 goals on file.	% (#) clients with ≥3 encounters (after consenting to services) with a co-developed care plan stating ≥3 goals	Excel Tracking Sheet Care Plan Files (digital or hard copy)
By June 30 th , 2020, 90% of clients with a medical home will have ≥3 documented clinic visits, with 1 being a primary care encounter, within six months of consenting to Street Health services	% (#) of clients with a medical home who have attended ≥3 documented clinic visits, with 1 being a primary care encounter, within six months of consenting to Street Health services	EHR or; Patient self-report (if medical home is other than contractor)
By June 30, 2020, 175 clients will have been provided assistance with completing and submitting an application to SSA and/or Social Security for ≥1 social service support documentation, food security, benefits enrollment, etc.	# of clients who enrolled in CalFresh # of clients provided assistance submitting paperwork for General Assistance (GA) or Supplemental Security Income (SSI).	Excel Tracking Sheet

By June 30th, 2020, 70% of clients with positive quantification test (HIV and/or HCV) will have face to face visit with clinic based provider	% of clients with positive quantification test who have face to face visit with clinic based provider (NP/PA/MD)	EHR or other data tracking tool
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B. Reporting Requirements

1. Process Performance Measures

A. # of unique clients tracked on Excel Tracking Sheet who were provided Street Health Services in past 60 days
B. # of unique clients who were provided Street Health Services per month
C. # of clients who have active enrollment in a medical home
D. # of clients who receive an outreach assessment to determine basic needs
E. # of unique clients screened for blood borne pathogens (HIV and/or HCV)

2. Quality Performance Measures

A. % of learning community meetings/events/activities attended by Street Health Outreach Team
B. % (#) of clients with active medical insurance or Health PAC
C. % (#) of uninsured clients provided assistance with completing and submitting an application for medical insurance or Health PAC
D. % (#) of clients with completed assessment at housing resource center
E. % (#) of clients linked to housing resource center who are document ready at time of assessment
F. % of clients with positive screening who complete quantification blood draw(s)

3. Impact Performance Measures

A. % (#) clients with ≥ 3 encounters (after consenting to services) with a co-developed care plan stating ≥ 3 goals
B. % (#) of clients with a medical home who have attended ≥ 3 documented clinic visits, with 1 being a primary care encounter, within six months of consenting to Street Health services
C. # of clients who are enrolled in CalFresh
D. # of clients provided assistance submitting paperwork for General Assistance (GA) or Supplemental Security Income (SSI).
E. % of clients with positive quantification test who have face to face visit with clinic based provider (NP/PA/MD)

4. Other Reporting Requirements

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

C. Other Evaluation Requirements

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

VI. Additional Requirements

A. Quality Improvement

Contractor is required to participate in the following activities:

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

B. Certification/Licensure

Contractor shall have and maintain current:

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

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

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

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

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

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

C. Other Requirements

- 1.** As a sub awardee of Federal funds, Contractor is considered as carrying out part of HCSA's approved health center scope of project, specifically the provision of geographically specified street-based health care services to health center patients experiencing unsheltered homelessness. As a federally-funded sub awardee, Contractor is required to comply with all applicable Health Center Program requirements (including those found in section 330 of the PHS Act, implementing program regulations, and grants regulations in 45 CFR Part 75).
- 2.** It is the responsibility of the contractor to ensure that all services are provided in accordance with pertinent local, state or Federal statutory, regulatory and policy requirements, regulations, codes and permits associated with the HRSA-approved scope of project; professionally recognized standards of care; prevailing standards of medical practice in the community; and all provisions of this contract.
- 3.** Contractor must maintain financial and operational records, and provide access for ACHCH staff for review. Contractor must maintain patient health care records, ensuring that patient medical records are maintained in accordance with federal record-keeping and reporting requirements (per 45 CFR 75.361), whether provided by Contractor at a Contractor site, or through referral to an outside provider, and can be made accessible to ACHCH staff upon request for review.
- 4.** Contractor shall deliver health services that demonstrate a high quality of care as defined by prevailing professional standards, by HCSA, and by consumers of these services. These services shall be provided by Contractor in a manner consistent with principles of professional practice and ethical conduct and reflect concern for the acceptability, accessibility, and cost of services.

5. Contractor shall promptly handle complaints, appeals, and grievances. An individual may file a complaint, appeal or grievance with the County or the Contractor. If an individual files a complaint, appeal, or grievance with Contractor, the county delegates to Contractor the responsibility of handling in a professional manner and in accordance with all County policies that complaint, appeal or grievance. At no time shall an individual's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between an individual and Contractor. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances. The policy shall be made available for review upon County's request. The Contractor shall designate a contact person for the County to contact regarding complaints, appeals and grievances that are filed with the County.

6. The Alameda County Health Care for the Homeless is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Health Care for the Homeless funding in statements or printed materials as outlined in the guidelines listed below:
 - a. Contractor shall announce funding award only after the contract has been fully executed and announcement of activities have been discussed with the Health Care for the Homeless Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. Contractor shall acknowledge Health Care for the Homeless funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

Funded by Alameda County Health Care for the Homeless

- d. Materials produced with Health Care for the Homeless funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Health Care for the Homeless, and the recipient will not be additionally reimbursed for use or reproduction.
- e. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

7. Program Monitoring Process: Contractor shall participate in an at-least-annual on-site monitoring of subawardee compliance and activities. Monitoring activities will include review of compliance documentation, invoices, patient data, quality outcomes and RBA measures, and specific ongoing

projects. Upon completion of on-site monitoring visit, ACHCH shall submit a report to contractor for review, with any findings requiring corrective action.

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

D. Entirety of Agreement

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

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

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

**EXHIBIT B-2
PAYMENT TERMS**

I. Budget Summary

Budget Item	Program Total	ACHCH Federal Funding	ACHCH Non-Federal Funding
Personnel Expenses			
3.1 FTE (RN, LCSW, CHOW, Program Manager at .1 FTE)	242,000	242,000	
.30 FTE Medical Provider (NP/PA/MD)	75,000		75,000
Benefits @26%	62,920	62,920	
Personnel Expenses Subtotal	304,920	304,920	
Subcontract Expenses			
Subcontractor	0	0	
Subcontract Expenses Subtotal	0	0	75,000
Operating Expenses (“medical backpack: supplies)	3,000	3,000	
Office supplies	262	262	
Communications (three tablet computers)	4,950	4,950	
Transportation/Travel	2,500	2,500	
Client Supportive Expenses (socks, hygiene, snacks, and other supplies)	750	750	
Other (software and maintenance, tablet computers)	1,800	1,850	
Vehicle for outreach with the County Logos	60,000	60,000	
Operating Expenses Subtotal	73,262	73,262	75,000
Indirect Expenses (Not to exceed 10.00% of total allocation)	31,818	31,818	
Total	485,000	410,000	75,000

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

II. Terms and Conditions of Payment

A. Reimbursement

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

Invoice	Service Period, FY 2019-20	Submission Deadline
First	July 1 to July 31, 2019	August 15, 2019
Second	August 1 to August 31, 2019	September 15, 2019
Third	September 1 to September 30, 2019	October 15, 2019
Fourth	October 1 to October 31, 2019	November 15, 2019

Fifth	November 1 to November 30, 2019	December 15, 2019
Sixth	December 1 to December 31, 2018	January 15, 2020
Seventh	January 1 to January 31, 2020	February 15, 2020
Eighth	February 1 to February 28, 2020	March 15, 2020
Ninth	March 1 to March 31, 2020	April 15, 2020
Tenth	April 1 to April 30, 2020	May 15, 2020
Eleventh	May 1 to May 31, 2020	June 15, 2020
Twelfth	June 1 to June 30, 2020	July 15, 2020

2. Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$485,000** and monthly payments may not exceed **\$35,417** without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2020**.
 - Contractor shall submit an invoice up to \$100,000 for program start-up funding for a vehicle by September 30, 2019.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project’s program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.
6. All costs paid for by the federal award must be allowable consistent with the Federal Cost Principles detailed in 45 CFR 75 Subpart E: Cost Principles and in compliance with federal legislative mandates outlined in HRSA Grants Policy Bulletin 2019-02E

B. Invoicing Procedures

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

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

SAMPLE CONSUMER/CLIENT FLOW

1. OUTREACH, ENGAGEMENT, INTAKE.

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

2. ASSESSMENT

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

3. INTERVENTION(S) AND FOLLOW-UP.

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

4. TRANSPORTATION

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

5. HEALTH INSURANCE AND BENEFITS

All clients will be offered health services, regardless of their health insurance status. Pursuant to the Contractors' and the Health Care for the Homeless Sliding Fee Scales,

the Contractor shall not require payment from homeless individuals for services delivered under this contract. Contractor shall provide assistance to clients to enroll in insurance (e.g., Medi-Cal enrollment, HealthPAC enrollments and renewals) and benefits for which they may be eligible (e.g., CalFRESH).

6. DOCUMENTATION AND MEDICAL RECORDS

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

7. RE-ASSESSMENT OF PROGRESS.

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

8. CARE PLAN CHANGE.

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

ACHCH DATA AND PATIENT VISIT REPORTING REQUIRMENTS AND DEFINITIONS

ACHCH Patient Visit Utilization Data Reporting

Reportable Visits:

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

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

Submission of Reportable Visits

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

Required patient data for each reported visit

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

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient First Name	Patient Last Name	Patient Birth Date
Patient Gender Identity	Patient Ethnicity	Patient Race
Patient Sex assigned at birth	Patient Sexual Orientation	
Patient Diagnosis for clinical encounters	Visit Enabling Service Codes for enabling service encounters	Visit CPT Codes for clinical encounters
Patient Monthly Income	Patient Income Source	Patient Medical Payer Source
Patient Homeless Status	Patient Translation Needed	Patient Veteran Status

This required patient data is detailed later in this document.

Provider Types

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The 2018 UDS Manual provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

Independent Professional Judgment

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

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

Counting Multiple Visits by Category of Service

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

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

Visit Provider Type	Enter the type of provider providing a documented, face-to-face encounter. Encounter type is either Service/Enabling or Clinical ; provider type must correspond to encounter type. Clinical Provider Types: Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist Enabling Provider Types: Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other Mental Health Coach
Visit Subsite	Name of site where services provided.
Patient Social Security Number	xxx-xx-xxx
Patient First Name	
Patient Last Name	
Patient Birth Date	dd/mm/yyyy
Patient Ethnicity	UDS Ethnicity Categories: Latino or Hispanic Not Hispanic Unknown/Refused

Patient Race	UDS Race Categories: White Asian Native Hawaiian Other Pacific Islander Black/African-American American Indian/Alaska Native More than one race Unreported/refused to report
Patient Sex assigned at birth	M / F as assigned at birth, if patient is transgender be sure to complete Gender Identity.
Patient Gender Identity	Male Female Transgender Male/ Female-to-Male Transgender Female/ Male-to-Female Other Chose not to disclose
Patient Sexual Orientation	Lesbian or Gay Straight (not lesbian or gay) Bisexual Something else Don't Know Chose not to disclose
Patient Diagnosis for clinical encounters	ICD10 Code for Clinical Encounters (including Mental Health & Clinical substance use). ADA Codes for Dental Visits
Visit Enabling Service Codes for enabling service encounters	ACHCH Enabling Services Types for Services Encounters only. A medical encounter will NOT include any services code types. A service encounter will not include any ICD10 codes. <u>Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits.</u> Medical Referral Health/Financial Benefits Counseling Housing Assistance Employment Assistance Food Assistance Nutrition Education Other Health Education Alcohol/Drug Counseling/Referral Mental Health Counseling/Referral Transportation Assistance Dental Referral Optometry Referral Other Dental Case Management

Visit CPT Codes for clinical encounters	
Patient Monthly Income	\$ Amount
Patient Income Source	GA WIC Wages, Pension or Employment VA Food Stamps Unemployment None Other SSI/SSA Unknown Cal Works/TANF Child Support
Patient Medical Payer Source	Medi-Cal FFS Medicare Private Insurance Sliding Scale VA Medical Other None Unknown HealthPAC Medi-Care Managed Care Alameda Alliance Medi-Care Managed Care Blue Cross Medi-Medi
Patient Homeless Status	Patients must be screened for homelessness and most recent housing status inputted for every visit. Not currently homeless Shelter Recovery Center Doubling up Street Transitional Homeless-Unknown Situation Other Hotel/Motel Permanent supportive housing
Patient Translation Needed	English Spanish Other
Patient Veteran Status	Y or N

Exhibit D

Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management

letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and LifeLong Medical Care, (“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: LifeLong Medical Center

By (Signature): _____

Print Name: Martin Lynch

Title: Executive Director and Chief Executive Officer

**EXHIBIT F
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: Lifelong Medical Care

PRINCIPAL: Martin Lynch TITLE: Executive Director/CEO

SIGNATURE: _____ DATE: _____