



**AGENCY ADMIN. & FINANCE**  
1000 San Leandro Boulevard, Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452  
Fax: (510) 351-1367

November 2, 2012

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: Approval of Standard Agreement Amendment with HillCare Foundation and related budget adjustments**

**RECOMMENDATION**

1. Approve an amendment to the standard agreement with HillCare Foundation (Principal: Frank Brown, MD; Location: Oakland, CA; **Procurement Contract No: 7345**) to augment the amount by \$26,000, bringing the total amount to \$126,000, for the contract term of January 19, 2012, to November 30, 2012, to provide additional health services to re-entry and at-risk women in East Oakland
2. Approve the associated budget adjustments

**SUMMARY/DISCUSSION/FINDINGS**

On February 28, 2012, your Board approved a standard agreement with HillCare Foundation to provide medical and life-skill services to re-entry and at-risk women in the East Oakland communities. This amendment is requested to provide additional obstetrics, health education and case management services to low-income women in East Oakland. On September 18, 2012, your Board approved an allocation of \$26,000 in Measure A funds to provide one-time funding for this augmentation to increase access to these services for this population.

**SELECTION CRITERIA**

*HillCare Foundation was selected in FY 10/11 to support HCSA's objective to increase capacity of African American physicians to provide a primary care medical home for the re-entry population. Supervisor Miley's office recommended HillCare Foundation for its proximity to and ability to provide specialized services to the designated population in East Oakland communities. HillCare Foundation is a non-profit organization and is currently exempt from the requirements under the SLEB Program.*

**FINANCING**

The source of the funding for this augmentation is from a Measure A one-time allocation. Approval of these recommendations will have no impact on County General Fund revenue.

Sincerely,



Alex Briscoe, Director  
Health Care Services Agency

CC: County Administrator  
Auditor-Controller  
County Counsel

**FINANCIAL RECOMMENDATION**

**AGENDA DATE:** 11/20/2012

**Subject of Board Letter:**

Approve contract with HillCare - One-time Measure A

**BY:** 2013

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	PROJ/GR	<i>Informational</i>
350161	417150			\$26,000
<b>ORG TOTAL</b>				\$26,000

ORG	ACCT	PROG	PROJ/GR	
<b>ORG TOTAL</b>				\$0

**GRAND TOTAL REVENUE** \$26,000

ORG	ACCT	PROG	PROJ/GR	
350161	610000	00000		\$26,000
<b>ORG TOTAL</b>				\$26,000

ORG	ACCT	PROG	PROJ/GR	<i>Informational</i>
<b>ORG TOTAL</b>				\$0

**GRAND TOTAL APPROPRIATION** \$26,000

### FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and HillCare Foundation, (“Contractor”) with respect to that certain agreement entered by them on January 19, 2012 (referred to herein as the “Contract”) pursuant to which Contractor provides medical and life-skills services for re-entry and at-risk women in East Oakland communities to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects: **Increase the amount by \$26,000.00, bringing the total contract amount to \$126,000.00.**
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on November 30, 2012. As of the Effective Date, the term of the Agreement is not extended and remains the same.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Twenty Six Thousand U. S. dollars (\$26,000.00). As a result of these additional services the not to exceed amount has increased from One Hundred Thousand U.S. dollars (\$100,000.00) to One Hundred Twenty Six Thousand U.S. dollars (\$126,000.00) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement shall be amended in its entirety and replaced with the following language:

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 medical and life-skills services for re-entry and at-risk women in East Oakland communities shall not exceed \$126,000 in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. A Revised Exhibit A, Definition of Services, is attached to this Amendment.

7. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

8. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment 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.

9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

HILLCARE FOUNDATION

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

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

Name: \_\_\_\_\_  
(Printed)

Name: Frank Brown, M.D.  
(Printed)

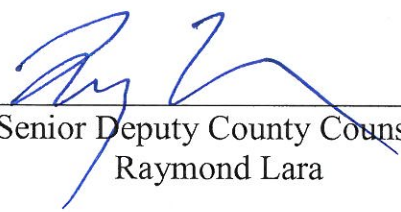
Title: President of the Board of Supervisors

Title: Executive Director

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

Date: 11/1/12

Approved as to Form: DONNA ZIEGLER,  
County Counsel for the County of Alameda

By:  \_\_\_\_\_  
Senior Deputy County Counsel,  
Raymond Lara

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.

## **REVISED EXHIBIT A DEFINITION OF SERVICES**

Except as expressly modified by this Exhibit A, all of the terms and conditions of the original Exhibit A – Definition of Services are and remain in full force and effect.

### **Scope of Work / Deliverables**

Contractor shall provide services from the funds under this Agreement used to provide medical and case management/life-skills services to improve the physical and mental health for re-entry and at-risk women in East Oakland.

Contractor shall provide services at the HillCare Foundation for Health located at 9925 International Blvd. in Oakland. Contractor shall include the following in providing services:

- 625 ob-gyn services (including but not limited to examinations, pap smears, breast exams, health screenings for disease or other health risk factors, sexually transmitted disease testing, pregnancy testing)
- 500 clients will be trained in health education which will promote preventive health practices, nutrition and anger management.
- 875 case management interventions; case management interventions include services to improve clients physical and mental health such as connecting clients to social services including housing, education, job training and retraining, transportation probation compliance

As a condition of this funding Contractor shall also perform work towards sustainability including the development of a business plan. Contract shall pursue association with a Federally Qualified Health Center (FQHC) as an option for sustainability.

### **Reporting Requirements**

Contractor shall provide a report with each submitted invoice. The report shall summarize the performance of all services including the number of clients served and the specific services provided. Reports shall not include personally identifiable health or other protected patient information.

Each report shall also include a report on Contractor's efforts towards sustainability.

The funding for this contract is from Measure A and Tobacco Master Settlement funds.

To comply with Measure A, Contractor shall complete a Fiscal Year Report upon request of the Measure A Oversight Committee. The Measure A Oversight Committee's role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors on the conformity of such expenditures to the purposes set forth in the Measure. The Fiscal Year Report shall provide budget and narrative details in support of the Measure A Oversight Committee's role.

County reserves the right to request additional information.

To raise awareness of the purpose and importance of Measure A funding and to demonstrate transparency, accountability, and good governance of public funds, every funded organization is encouraged to provide education about this fact in appropriate and publicly accessible areas

Purchase order No. HCSVC5825

Procurement Contract No. 7345

in their agency.

The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



## REVISED EXHIBIT B PAYMENT TERMS

Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

### I. Budget Summary

Position	FTE	Budget
Medical Director	0.1	15,000.00
Medical Assistant - 1	1.0	31,000.00
Medical Assistant - 2	1.0	31,000.00
Medical Assistant - 3	1.0	19,000.00
Case Manager	0.1	4,000.00
Cost for Malpractice Insurance		26,000.00
<b>TOTAL</b>		<b>126,000.00</b>

The funding for this contract is from Measure A and Tobacco Master Settlement funds.

### II. Terms and Conditions of Payment

#### A. Payment/ Reimbursement

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$126,000.00**. Funds may not be used for any purpose other than those specified in this Agreement without prior written approval from the HCSA Finance Director or their designee.
2. Contractor shall invoice the County **quarterly** based on actual expenses incurred, which shall not exceed \$31,500.00 per quarter. Each submission by the Contractor of an invoice must be accompanied by a report in accordance with the reporting requirement of this Agreement.

The final invoice shall reflect actual expenses, but not to exceed the remaining balance of the contract funds.

Invoices will be reviewed by and paid upon approval by the HCSA Finance Director or their designee. Expenses shall not exceed the amount identified in budget summary.

3. The term of this Agreement is from December 1, 2011 through November 30, 2012.
4. County shall use its best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of invoice, required report and any other back up documentation requested.

B. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.2 above. Invoice with an original signature should be sent to:

Alameda County Health Care Services Agency  
ATTN: Finance Director  
1000 San Leandro Blvd., Ste. 300  
San Leandro, CA 94577

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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 necessary 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: HILLCARE FOUNDATION

PRINCIPAL: Frank Brown, M.D. TITLE: Executive Director

SIGNATURE:  DATE: 11/1/12