



REVISED

AGENDA _____ Dec 7, 2010

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

November 19, 2010

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, Ca. 94612

SUBJECT: APPROVE A STANDARD AGREEMENT WITH HILLCARE FOUNDATION TO PROVIDE MEDICAL AND LIFE-SKILLS SERVICES FOR RE-ENTRY AND AT-RISK WOMEN IN THE EAST OAKLAND COMMUNITIES.

Dear Board Members:

RECOMMENDATION:

1. Approve the new standard agreement in the amount of \$100,000 for HillCare Foundation to provide medical and life-skills services for re-entry and at-risk women in the East Oakland Communities (Principal: Dr. Frank Brown, Location: Oakland, Procurement 5968) for the period December 1, 2010 through November 30, 2011.
2. Authorize the Director of Health Care Services Agency to sign the standard agreement subject to approval as to form by County Counsel.
3. Approve the attached financial recommendation

DISCUSSION/SUMMARY:

Health Care Services Agency is entering into this contract as part of our effort to meet the medical needs of the re-entry population, expand the primary care capacity for the uninsured in Alameda County, and provide support for African-American community-based physicians.

The ReGynesis Project of the HillCare Foundation for Health located at 9925 International Blvd is a non-profit organization founded to improve the health of African American and indigent minority women in Alameda County, and especially in East Oakland. The Contractor will provide ob-gyn, pediatric and primary care, case management and intervention, and health education for re-entry and high risk women. This contract will be renewable for two additional years (a total of three years). During those three years the Contractor will develop a plan to be a Federally Qualified Health Center (or affiliated with one), demonstrate and increased scope of practice, and create a sustainability plan for the future.

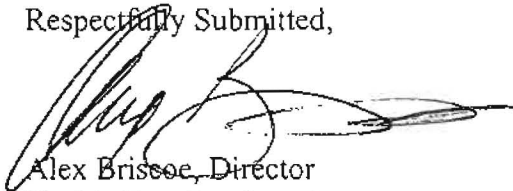
SELECTION CRITERIA/PROCESS

The Contractor was selected to support HCSEA objective of increasing the capacity of African American physicians to provide a primary care medical home for the re-entry population. In response to a TCE Challenge Grant and at the request of Supervisor Miley's office, HillCare Foundation was selected for its proximity and ability to provide specialized services to the re-entry and at-risk population in East Oakland communities. No informal bid process was conducted. The California Endowment (TCE) committed to funding the Contractor for a total of \$275,000 over three years if the County would provide a match totaling \$210,000 as follows: \$100,000 in the first year, \$100,000 in the second year and \$10,000 in the third year. The source of this funding will be provided using TMSF revenue residing in Trust Fund 83417 in the amount of \$70,000 in the first year and \$70,000 in the second year. The remaining funding will be provided with District 4 Measure A revenue in the amount of \$30,000 for each of the first two years and \$10,000 in the third year. The ReGynesis Project of the HillCare Foundation is a nonprofit organization and is exempt from SLEB.

FINANCING:

Approval of this contract and the corresponding financial recommendations will have no impact on county general fund revenue.

Respectfully Submitted,



Alex Briscoe, Director
Health Care Services Agency

CC: Auditor-Controller
County Counsel
Measure A Financial Manager

FINANCIAL RECOMMENDATION

AGENDA DATE: 12/7/2010

Subject of Board Letter: Approval of Stansatr Agreement with HillCare Foundation

BY: 2011

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

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

ORG	ACCT	PROG	PROJ/GR	
350100	479993	00000		\$70,000
			ORG TOTAL	\$70,000

Informational

ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL REVENUE \$70,000

ORG	ACCT	PROG	PROJ/GR	
350100	610000	00000		\$70,000
			ORG TOTAL	\$70,000

Informational

ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION \$70,000

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

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

CONTRACTOR NAME: HillCare Foundation DEPT #: _____

TITLE/SERVICE: Medical and life-skills services for re-entry and at-risk women in the East Oakland community

DEPT. CONTACT: Vana Chavez PHONE: 667-7996

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 94-3145750.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()

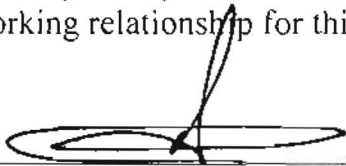
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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



Contractor Signature

Frank Brown, M.D.
Printed Name

Date

11/20/10

Agency/Department Head/Designee
Signature

Alex Briscoe
Printed Name

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 1, 2010, is by and between the County of Alameda, hereinafter referred to as the "County", and HillCare Foundation hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain medical and life-skills services for re-entry and at-risk women in the East Oakland communities which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide medical and life-skills services for re-entry and at-risk women in the East Oakland communities, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Business Associate Provisions relating to HIPAA

The term of this Agreement shall be from December 1, 2010 through November 30, 2012.

The compensation payable to Contractor hereunder shall not exceed One Hundred Thousand Dollars Only (\$100,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

HILLCARE FOUNDATION

By: _____
Signature

By:  _____
Signature

Name: Alex Briscoe
(Printed)

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

Title: Director, Health Care Services Agency

Title: Executive Director

Date: 11/30/10

Approved as to Form:

By:  _____
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and

further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

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

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

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

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

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

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

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

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

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency – Measure A
1000 San Leandro Blvd., Ste. 300
San Leandro, CA 94577
Attn: Vana Chavez

To Contractor: HillCare Foundation
9925 International Blvd
Oakland, CA 94603
Attn: Frank Brown, M.D.

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

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

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812,

including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its medical and life-skills services for re-entry and at-risk women in the East Oakland communities shall not exceed \$100,000 in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Exemption for non-profit community based organization.
22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings,

and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A DEFINITION OF SERVICES

Scope of Work / Deliverables

Funds under this Agreement shall be used to provide medical and life-skills services 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. Services shall include Ob-Gyn, pediatric, and primary care, case management, and health education, as set forth in Attachment A-1.

Reporting Requirements

Contractor must submit monthly indigent patient data via the Medically Indigent Care Reporting System (MICRS). County data requirements are set forth in Attachment A-2 to this Exhibit.

In addition Contract must submit progress reports. Progress reports are due on May 31, 2011, August 31, 2011, and December 15, 2011. Progress reports should include a summary of services provided and progress towards achieving the following goals:

- Providing 350 re-entry and at-risk women with Ob-Gyn, Pediatric and Primary Care
- Providing Case Management and intervention for 100 re-entry women
- Providing 400 encounters of Health Education for re-entry and high risk women
- Affiliation or contract with a Federally Qualified Health Center
- Expansion of services to be a patient centered medical home
- A sustainability plan for continuing services

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.

Attachment A-1

A – Mission Statement

The ReGynesis Project of the HillCare Foundation for Health located at 9925 International Blvd. is a non-profit organization founded to improve the health of African American and indigent minority women in Alameda County, and especially in East Oakland. Its goal is to go beyond the traditional medical model and develop and apply effective preventive health care protocols that are culturally competent, build self-esteem, and incorporate members of the community. The Project embraces the concept that a lack of self-esteem in the indigent and minority communities is a significant barrier to healthy practices. The programs center on promoting self-esteem in women and on applying that self-esteem to quality traditional preventive and therapeutic medical and social models in an effort to overcome acute and chronic health challenges. The Project's motto, "Without establishing self-esteem, the patient is not motivated to want to make a change."

B – Purpose of Grant

Our Project seeks to provide medical and life-skills services for reentry and at-risk women in the East Oakland communities. It's goal is to develop a one-stop facility where reentry and other indigent and minority women can receive medical and social support services.

C – Project Rationale

Alameda County and especially the East Oakland areas have an unusually high prevalence of acute and chronic health care problems. For African American women, the rate of Chlamydia is 11 times the rate among Whites. Forty four percent (44%) of Gonorrhea cases are amongst African Americans. Nationally, 36% of African American women between 22-29 years of age are infected with HPV, and 48% of African American teens between 14-19 have STDs. The health problems have been unusually high for indigent and minority women, and especially high for reentry women who have been recently released from the juvenile and adult jail systems. According to Dr. Harold Orr, Medical Director of Santa Rita Jail, one of the greatest needs identified among the 500 female prisoners at his facility is the severe lack of community medical services focused on the women reentry population.

The issue of prisoner re-entry into society is just beginning to take on a new importance. The newly released report by the RAND Corporation, "Understanding the Public Health Implications of Prisoner Reentry" underscored the three fold increase in women in the California prisons over the the last twenty years (11% of the prison population). Thirty four percent of prison admissions for women are due to parole violations, and nine out of ten women who are rearrested are incarcerated for minor violations and non-violent crimes. Alameda county is one of the top clusters for parolees in the state, and East Oakland (specifically zip code 94603) has the highest rate of reentry parolees (17.1-32.5/1,000) in the county. Two out of every three parolees are African American.

While the majority of female prisons are seen by a medical professional while in prison, lack of insurance, barriers to getting on MediCal, and competition for safety net services make the likelihood of accessing health care services after release extremely low.

Reentry women, due to their jail history, have difficult challenges in reestablishing themselves back into the health and community systems. Their perception of self-worth is particularly low and is reinforced by repeated refusals in the employment market. Returning to disadvantaged neighborhoods with poverty rates at 30% and other enabling factors such as lost family support, institutional barriers, discrimination, and unsafe environments challenge those with limited coping skills, substance abuse and mental health problems. In addition, they face health challenges that exceed most in their communities, including unplanned pregnancies, sexually transmitted diseases, partner abuse and cervical cancer.

Unfortunately, due to the the lack of sensitive and trained clinical providers capable of addressing the complex mixture of needs and the lack of County and State funding programs, facilities able to medically care for this group of women are lacking. The disparities agenda has emphasized the role of minority physicians to care for the disenfranchised patients of the community. However, since 1985 when there were 14 African-American community Ob-Gyn physicians available to care for this group of women, there remains only one physician. In addition, that single remaining Ob-Gyn physician is semi-retired and is not providing care for reentry women.

The 'ReGynesis Project' seeks to close the health care gap for reentry indigent and minority women in the East Oakland communities of Alameda County.

Case management is as important for reentry women as quality health care. A community survey of incarcerated and reentry women in San Bernadino, CA cited 18 prioritized themes: Education, Eligibility, Employment, Discrimination, Living Environment, Finances, Dental, General Health, Medical Health, Mental Health, Vision Care, Housing, CPS, Parole, Prison Environment, Red Tape, Support Services, and Self Hindering Behavior.

The ReGynesis Clinic will provide comprehensive case management services and targeted medical care as well as referrals to community and county partners that provide the myriad of services mentioned above. A full time Community Health worker possessing cultural competencies in race, poverty and incarceration is critical in effectively communicating with at-risk patients. Hiring preference will be given to local residence in East Oakland. Outreach will be conducted so that clients can be supported through pre-prison release, community reintegration, followup and preventive medical care, and chronic disease management.

The Program will seek to provide ethnic and jail-based culturally competent medical and social services to reentry and other indigent and minority women in the East Oakland communities. The staffs, protocols and services will be developed with the intent of providing results-based positive health outcomes for its patients and reducing recidivism. Promoting individual and group self esteem will be an essential part of our endeavor. Motivational incentives will play a key role in redirecting long standing negative health practices.

The Hill Care Foundation was established in 1992 as a non-profit 501c3 organization in response to the increasing perinatal morbidity for indigent African-American and other minority women in Alameda County. During that period, the Hill Care Foundation was recognized by the Irvine Foundation for its key role in reducing perinatal morbidity and other poor health outcomes in the county. The Hill Care philosophy and program was one of the first in the County to integrate cooking and nutrition, parenting classes, and dance into its health promotion model. Its Medical and Executive Director, Dr. Frank O. Brown established a reputation of being one of the few private physicians accepting AIDS and uninsured patients and for exceptional and innovative protocols.

Partnerships with Alameda County's network of safety net providers include Dr. Harold Orr, Medical Director for the Santa Rita Jail; Dr. Tony Iton, Alameda County Public Health Director; and Dr. Robert Cooper, West Oakland Health Center. Referrals from Santa Rita, placement of Public Health interns to increase in-house support and case

management, and referrals to the County and West Oakland Health Council's substance abuse, mental health, housing, and social services will have established MOU's and protocols. ReGynesis Director, Dr. Frank Brown is a member of the Planning Council for East Oakland Building Health Communities, and the ReGynesis Project Case Manager will attend the Community Re-Entry Service Providers Network. (See Section G. Other Impacts and Information).

A support network of volunteers include: Arnold Perkins (Chair of the Alameda County Reentry Health Task Force); Sherry Hirota (CEO, Asian Health Services); Dr. Arthur Chen (former Medical Director, Alameda Alliance for Health), Kathy Ahoy (Alameda County Public Health Nurse & Street Level Clinic Founder). HillCare Board members include Dr. Mona Scott, Emma Jaromay, and Minister

D - Outcomes (3)

1. Enroll 350 Reentry and at-risk women per year into Ob-Gyn, Pediatric and Primary Care: Provide 500 examinations, pap smears, and breast exams and identify women with disease or risk factors. Provide sexually transmitted disease testing and identify women for treatment and followup. Provide pregnancy testing and identify women who are candidates for family planning or prenatal care.
2. Provide Case Management and Intervention for 100 Reentry Women per year: Coordinate social services to include housing, education, job training and retraining, transportation, and probation compliance.
3. Provide 400 encounters of Health Education for Reentry and high risk women per year: Promote preventive health practices. Teach parenting skills, partnering skills, nutrition and anger management.

E – Activities (5)

1. Pregnancy Testing Center - Reentry and community women will be able to visit the facility as unscheduled visits and receive urine testing for pregnancy. Women that test positive for pregnancy will be triaged to the Prenatal Care Center. Women that test negative for pregnancy will be triaged to the Family Planning Center.
2. STD Testing and Treatment Center - Reentry and community women will be able to visit the facility for unscheduled visits and receive urine testing for sexually transmitted infections. Women who test positive, and their partners, will receive treatment and followup.
3. Prenatal Care/Family Planning Center - Reentry and community women will be able to visit the facility for scheduled visits and receive prenatal, postnatal, and family planning care. Routine Gyn Exams including Pap smears will be performed. Surgical procedures including Colposcopy, biopsies and IUD placement will be performed as needed.
4. Family Counseling Center/Social Services Center - Reentry women will receive case-manage family, parenting and partnering intervention and education services. Clients will be partnered with housing, job, education, financial and education and legal resources. Our center will help serve as safety net bridge between the community and the justice system.
5. Health Education Center - Reentry and pregnant women will receive preventive and pregnancy related education focused on reducing perinatal morbidity and decreasing the morbidity and mortality of many acute and chronic illness that are prevalent in the indigent minority communities of East Oakland.

F – Evaluation

Success of the HillCare ReGynesis Project is determined by: 1) Review and analysis of the case management files for 100 reentry and community women in the East Oakland community that receiving health care screening, followup care, health education and counseling. 2) Evaluation of focus groups for reentry women at six month intervals to assess what they consider to be the most important factors that lead to their personal success. 3) Interview and analyze the responses of the ReGynesis and other Community Health Workers

regarding challenges and improvements needed to conduct outreach, health education, patient advocacy, and case management services for formerly incarcerated clients. 4) Review and analyze the minutes of the Alameda County's Reentry Network and Health Task Force to ensure effective coordination of services, policy and advocacy.

G – Other Impacts and Information

The ReGynesis Project is a critical piece missing in the new Reentry work being pioneered in Alameda County. Vince Reyes, Assistant Director Alameda County Social Services Department and CoChair of the Alameda County Reentry Network sees the need to bring the needs of reentry women to the forefront as there is little data or experience with this population. Dr. Tony Iton, TCE Senior VP and former Alameda County Public Health Department Director has agreed to champion this project as an important link in the reentry work and in the Public Health Department's Sobrante Park Project. According to Iton, "caring providers that will invest in the people of this community with a sense of value" is more important than any medical encounter." Dr. Frank Brown practices medicine part-time at the West Oakland Health Council's facility in East Oakland and will work closely with WOHC's Executive Director, Dr. Robert Cooper to explore FQHC, mutual referrals and collaboration with the Alameda Health Consortium and the Alameda County Safety Net Council. Participation in The California Endowment's Planning Council for the East Oakland Building Healthy Communities gives this project a strong foundation for connecting this segment of the health care safety net to the the strategic efforts to impact the broader determinants of health.

H – Financial Information

Start up and core operating support has been provided by a grant from the California Endowment (TCE), the California Wellness Foundation Diversity Award, and San Francisco Foundation for a 12 month period beginning January 2010 and ending December 2010. With an annual budget of \$300,000, the Regynesis Project will establish itself as the first and only case managed health care program in Alameda County aimed at Reentry Women. Expenses include management and administrative

oversight, a midlevel provider, a medical assistant, community health worker/case manager, rent, office equipment and supplies.

The HillCare Foundation was established in 1992. In its first three year of operation, It was successful in acquiring \$250,00 of grant funding from the Alameda County Health Department and \$225,000 of grant funding from the State of California Health Department through the Tobacco Tax Initiative. It has been dormant until 2009.

The organization remained dormant during the period of 2001 to 2007 when it was reactivated. For the fiscal year 2008, the financial activity of the organization, as reported in the 990 tax reporting forms.

I – Fundraising Plan –

Our patients will primarily be minority women who have been recently released from the jail system. They will be both self-referred and referred by the medical staffs of the justice system for continued care. 75% of patients will be meet the poverty guidelines but will be uninsured.

For those 70% of patients, funding of the services provided will come from a combination of the State Medi-Cal Programs. Most patients that present to the facility who are pregnant will qualify for both the Medi-Cal program and the Presumptive Eligibility Interim Eligibility Program during their pregnancy. Most patients who are not pregnant, or complete their pregnancy, will qualify for the California State Family Planning Program (PACT) and can receive physical examinations, family planning, pap smears and STD testing and treatment.

The remaining 30% of uninsurable patients, funding of the services will come from a combination of donations, and county indigent care funds.

Most non-medical services will not typically covered by third party payors. . An exception is that health education and social service interventions are reimbursed for pregnant patients under the Medi-Cal Comprehensive Perinatal Services Program (CPSP). Non-covered services will be supported by this grant until the program is stabilized and supported by FQHC.

By the third year of operation, our facility will be eligible for Federal Qualified Health Center reimbursement rates under the umbrella of an established FQHC. The project has a great potential to have a sufficient patient base to be self-sustaining and to provide the full scope of services with generated revenue and public/private funding.

J – Target Population –

The focus population will be the indigent minority women, ages 14 to 40, that reside in the East Oakland area of Alameda County. Although all women will be welcome for care, most services will be tailored to the special cultural and social needs and practices of indigent African-American women. Since the perinatal morbidity for African-American newborns is higher than for any other ethnic group in Alameda County, this will be an especially important focus.

Reentry women are an especially high-risk subgroup of the indigent minority population of East Oakland. In addition to being at risk for re-incarceration, they have an unusually high incidence of acute illnesses as well as social and educational-related challenges. Our program will particularly focus on those clients who have been recently released from the juvenile justice system and seek to productively reenter mainstream society.

ATTACHMENT A-2 – County Data Requirements (6 PAGES)

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

MICRS DATA ELEMENTS/SYSTEM REPORTING FORMAT/DESCRIPTION
FOR PROVIDERS NOT USING ONE-E-APP

Data Element	Required	Description	Format	Type / Length	Position		
One-e-App Member ID		14-digit ID assigned by One-e-App		Numeric 14	1-14		
Medical Record Number		Clinic patient-specific identifier		Text 13	15-27		
Bill Number		Clinic charge-specific identifier		Text 12	28-39		
Service Location ID	*	Valid Choices listed on page titled <u>Service Location IDs</u>		Numeric 4	40-43		
Begin Service Date	*		YYYYMMDD	Numeric 8	44-51		
End Service Date	*	Required For TOS 1	YYYYMMDD	Numeric 8	52-59		
Unit Charge Amount	*	“Usual and Customary” charge, whole dollars, no commas or \$ sign Negative value allowed only for charge reversal purposes.		Numeric 8	60-67		
Type of Service	*	Choices: 1-Inpatient 3-Outpatient Ancillary 2-Outpatient Visit 4-Emergency Room		Numeric 1	68-68		
Outpatient Service Category	*	Required for Type of Service 2 and 3. Choices: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Visit Service Categories (valid for type of service 2): 1-Primary Care 2-Specialty Care 3-Home Health 4-Dental 5-Optometry 6-Podiatry 7-Ambulatory Surgery 8-Mental Health </td> <td style="width: 50%; vertical-align: top;"> Ancillary Service Categories (valid for type of service 3): 51-Pharmacy 52-Laboratory 53-Radiology 54-Durable med equip 55-Acupuncture 56-Mental Health 57-Health Education 58-Physical Therapy 59-Occup Therapy 60-Speech Therapy 98-Special Procedure </td> </tr> </table>	Visit Service Categories (valid for type of service 2): 1-Primary Care 2-Specialty Care 3-Home Health 4-Dental 5-Optometry 6-Podiatry 7-Ambulatory Surgery 8-Mental Health	Ancillary Service Categories (valid for type of service 3): 51-Pharmacy 52-Laboratory 53-Radiology 54-Durable med equip 55-Acupuncture 56-Mental Health 57-Health Education 58-Physical Therapy 59-Occup Therapy 60-Speech Therapy 98-Special Procedure		Numeric 2	69-70
Visit Service Categories (valid for type of service 2): 1-Primary Care 2-Specialty Care 3-Home Health 4-Dental 5-Optometry 6-Podiatry 7-Ambulatory Surgery 8-Mental Health	Ancillary Service Categories (valid for type of service 3): 51-Pharmacy 52-Laboratory 53-Radiology 54-Durable med equip 55-Acupuncture 56-Mental Health 57-Health Education 58-Physical Therapy 59-Occup Therapy 60-Speech Therapy 98-Special Procedure						
Service Setting	*	Required for Type of Service 2 and 3 Choices: 1-Hospital Outpatient 2-Free Standing Clinic 3-Subcontracted Hospital Outpatient 4-Subcontracted Free Standing Clinic 5-Subcontracted M D Office 6-Subcontracted Laboratory 7-Subcontracted Pharmacy 8-Subcontracted Radiology 9-Home or other non-medical setting		Numeric 2	71-72		

Data Element	Required	Description	Format	Type / Length	Position
Hospital Svc Code		ACMC Hospital Service Code ACMC: Optional All other providers: leave blank		Text 3	73-75
Practitioner Type Code	*	Valid for Type of Service 2 and 3. Blank for other service types. Valid Choices listed on page titled <u>Practitioner Type Codes</u>		Numeric 2	76-77
ICD Code 1	*	ICD-9 or ICD10 diagnosis code	Include periods. Left justify	Text 8	78-85
ICD Code 2				Text 8	86-93
ICD Code 3				Text 8	94-101
ICD Code 4				Text 8	102-109
ICD Code 5				Text 8	110-117
Treatment Code	*	Medical/Lab: CPT or HCPCS code Dental: CDT code Prescription: RX (Literal)	Left justify	Text 5	118-122
Treatment Code Modifier		CPT Modifier	Left Justify	Text 2	123-124
Treatment Code Quantity	*	Indicates the number of occurrences of the same treatment code on the same day.	Positive Number Only	Numeric 2	125-126
Last Name	*	Patient Last Name	Left justify	Text 25	127-151
First Name	*	Patient First Name	Left justify	Text 25	152-176
Middle Name		Patient Middle Name	Left justify	Text 25	177-201
Name Suffix		Example: Jr, III	Left justify	Text 5	
Date of Birth	*	Patient Date of Birth	YYYYMMDD	Text 8	
SSN		Patient SSN Required for US Citizens and Legal Residents	No dashes	Numeric 9	
Gender	*	(M)ale or (F)emale		Text 1	
Ethnicity	*	1 - Asian 2 - Asian Indian 3 - Black / African American 4 - Hispanic 5 - Native American / Alaskan 6 - Pacific Islander 7 - Southeast Asian 8 - White 9 - Other 98 - Unknown		Text 2	
Street1	*	Enter 'HOMELESS' if homeless		Text 40	
Street2				Text 40	
City	*			Text 20	
Zip	*	If homeless, enter '99995'		Text 10	
Monthly Income	*	Whole dollars, no commas or \$ signs		Numeric 5	
Family Size	*			Numeric 2	

Data Element	Required	Description	Format	Type / Length	Position
Citizenship	*	4-U.S. Citizen 3-Legal U.S. Resident	2-Pru-Col Alien 1-None of the above	Numeric	1
Prescription number		Valid for Service Type 3, Category 51 only		Text	8
Drug Name		Valid for Service Type 3, Category 51 only		Text	40
NDC Code	*	Required for Type of Service 3, Category 51 See the format explanation on the page titled <u>NDC Format Description</u>		Text	13
Quantity		Valid for Service Type 3, Category 51 only		Numeric	6
Days Supply		Valid for Service Type 3, Category 51 only		Numeric	3
End of Record	*	Mandatory EOR marker	“~” (tilde)	Text	1

Service Location IDs

Provider	Service Location ID	Service Location
Prevention Care Pathways	7702	James A. Watson Wellness Center
Integrated Medical Associates	7402	Integrated Medical Associates

Practitioner Type Codes

- 1 – Acupuncturist
- 2 - Audiologist
- 3 - Behavioral Health Counselor
- 4 - Certified Midwife
- 5 - Certified Respiratory Therapist
- 6 - Chiropractor
- 7 - Clinical Psychologist
- 8 - Dental Assistant
- 9 - Dental Hygienist
- 10 - Dentist
- 11 - Home Health Aide
- 12 - Medical Doctor (MD)
- 13 - Nurse (RN, LVN)
- 14 - Nurse (Visiting)
- 15 - Nurse Aide
- 16 - Nurse Practitioner
- 17 - Occupational Therapist
- 18 - Optometrist
- 19 - Orthotist
- 20 - Osteopath
- 21 - Pharmacist
- 22 - Physical Therapist
- 23 - Physician Assistant
- 24 - Podiatrist
- 25 - Prosthetist
- 26 - Pulmonary Function
Technologist
- 27 - Radiology Technologist
- 28 - Registered Dietician
- 29 - Registered Respiratory
Therapist
- 30 - Licensed Clinical Social
Worker
- 31 - Speech/Language Pathologist
- 32 – Phlebotomist / Lab Technician

NDC Format Description

From The Food and Drug Administration *National Drug Code Library* web site
<http://www.fda.gov/drugs/informationondrugs/ucml42438.htm>

Each listed drug product listed is assigned a unique 10-digit, 3-segment number. This number, known as the NDC, identifies the labeler, product, and trade package size. The first segment, the labeler code, is assigned by the FDA. A labeler is any firm that manufactures (including repackers or relabelers), or distributes (under its own name) the drug. The second segment, the product code, identifies a specific strength, dosage form, and formulation for a particular firm. The third segment, the package code, identifies package sizes and types. Both the product and package codes are assigned by the firm. The NDC will be in one of the following configurations: 4-4-2, 5-3-2, or 5-4-1.

An asterisk may appear in either a product code or a package code. It simply acts as a place holder and indicates the configuration of the NDC. Since the NDC is limited to 10 digits, a firm with a 5 digit labeler code must choose between a 3 digit product code and 2 digit package code, or a 4 digit product code and 1 digit package code.

Thus, you have either a 5-4-1 or a 5-3-2 configuration for the three segments of the NDC. Because of a conflict with the HIPAA standard of an 11 digit NDC, many programs will pad the product code or package code segments of the NDC with a leading zero instead of the asterisk

Since a zero can be a valid digit in the NDC, this can lead to confusion when trying to reconstitute the NDC back to its FDA standard. Example: 12345-0678-09 (11 digits) could be 12345-678-09 or 12345-0678-9 depending on the firm's configuration. By storing the segments as character data and using the * as place holders we eliminate the confusion. In the example, FDA stores the segments as 12345-*678-09 for a 5-3-2 configuration or 12345-0678-*9 for a 5-4-1 configuration.

HCSA requires that dashes separate each of the three segments in the number.

MICRS File Naming Convention

Please use the following naming convention when submitting files for MICRS processing:

Character 1-3: Your provider code. Provider codes are:

PCP	Prevention Care Pathways
IMA	Integrated Medical Associates

Characters 4-9: 4 digit service year followed by 2 digit service month for which you are submitting services

Next 3 or 4 characters: Optional Program Qualifier. If you submit CMSP and ACE charges in separate files, indicate which program 'CMSP' or 'ACE'. If you submit CMSP and ACE in the same file, do not specify a program qualifier.

Next 2 or 3 characters: Optional alternate file type qualifier. If the file is an alternate format, i.e. alternate prescription or lab CSV format, specify the file type. Indicate "RX" for prescription data or "LAB" for lab data. If the file is in the standard format, do not specify a file type qualifier.

Remaining characters: If you want to use another qualifier for a particular submission, like "RESUBMIT" or a sequence number for a multi-file submission, place the qualifier at the end of the filename. However, be sure that the qualifier does not include the character strings CMSP, ACE, RX or LAB.

In short, always put the date starting in position 4, use a 4 digit year, and put all the modifiers (ACE, RX, etc.) at the end. There should never be spaces in file names.

Here are some examples of properly named MICRS files:

Prevention Care Pathways submitting March 2011 standard format combined CMSP/ACE data:	PCP201103.TXT
Integrated Medical Associates submitting March 2011 standard format data in separate files for CMSP and ACE:	IMA201103CMSP.TXT IMA201103ACE.TXT
Prevention Care Pathways submitting 03/11 alternate format CMSP RX data:	PCP201103CMSPRX.CSV
Integrated Medical Associates submitting 03/11 alternate format combined CMSP/ACE RX data	IMA201103RX.CSV

**EXHIBIT B
PAYMENT TERMS**

I. Budget Summary

See Attachment B for budget

II. Terms and Conditions of Payment

A. Payment/ Reimbursement

1. The total amount of reimbursement under the terms of this Agreement shall not exceed \$100,000.00. Funds shall be used solely in support of the project's program budget. Funds may not be used for any purpose other than those specified in this Agreement without prior written approval from the Finance Director.
2. A first payment of \$25,000 will be paid upon execution of this contract. Three additional payments of \$25,000 will be made upon submission of an invoice accompanying the required progress report as defined in Exhibit A in order to receive payment. In addition to the progress report, monthly MICRS data submissions must be up to date.
3. Contractor shall invoice the County based on actual expenses incurred. Each submission by the Contractor of an invoice must be accompanied by a report, in accordance with the reporting requirement of this Agreement. Reimbursement is limited to actual expenses and is limited to items and costs as set forth in the attached budget.

The final invoice shall reflect actual expenses, but not exceed the remaining balance of the contract funds. Invoices will be reviewed by and not paid until approved by the Finance Director. Expenses shall not exceed the amount identified in budget attached as Exhibit B-1.

4. The term of this Agreement is from December 1, 2010 through November 30, 2011.
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 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: Vana Chavez
1000 San Leandro Blvd., Ste. 300
San Leandro, CA 94577

ReGynesis Health Services
 Projected Budget - 2011

TCE Grant will be used to cover Staffing Costs

Alameda County Grant
 \$100,000

PERSONNEL	Hrly Rate	Ann Salary	FTE	Total
OB-GYN Physician	\$ 100	\$ 208,000	1.00	\$208,000
RN/ Office/Case Manager	\$ 40	\$ 83,200	0.90	\$74,880
Receptionist	\$ 18	\$ 37,440	1.50	\$56,160
Medical Assistant	\$ 18	\$ 37,440	1.00	\$37,440
EMR & Billing Supervisor	\$ 32	\$ 66,560	1.00	\$66,560
				\$0
Total Salaries				\$443,040
Fringe Benefits	22.0%			\$97,469
Total Personnel				<u>\$540,509</u>

OPERATING	Visits or Mo	Cost/Unit		
Rent - Clinical Office	12	\$ 2,000	\$24,000	\$24,000
Rent - Case Management Office / Lab	12	\$ 2,100	\$25,200	
Medical Supplies	4,230	3.75	\$15,863	\$15,863
Lab Supplies & Outside	4,230	1.25	\$5,288	\$5,288
Office Supplies	4,230	1.50	\$6,345	\$6,345
Communications	12	\$ 150	\$1,800	\$1,800
Insurance	12	\$ 2,500	\$30,000	\$30,000
Equipment Leases - Copier	12	\$ 150	\$1,800	\$1,800
Software Leases - PMS	12	\$ 400	\$4,800	\$4,800
Printing & Publications	12	\$ 100	\$1,200	\$1,200
Community Outreach	12	\$ 450	\$5,400	\$5,400
Other	12	\$ 300	\$3,600	\$3,600
Total Operating Expenses			<u>\$125,296</u>	\$100,096

TOTAL EXPENSES			\$665,805	
Less Average Collections	4,230	\$ 25	\$105,750	
Expenses over Revenues			<u>\$560,055</u>	

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 22 2006

HILLCARE FOUNDATION
2909A ADELINE ST
BERKELEY, CA 94703-2515

Employer Identification Number:
94-3145750
DLN:
17053140778006
Contact Person: DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated February 1993, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements



Policy Number:

Date Entered: 7/23/2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Doctors' Insurance Agency 6 Hamilton Landing, Suite 170 Novato, CA 94949	CONTACT NAME: Sarah Wolfenbarger
	PHONE (A/C No., Ext): (800) 553-9293 FAX (A/C No.): (415) 506-3031 E-MAIL ADDRESS: swolf@doctorsagency.com PRODUCER CUSTOMER ID#:
INSURED Frank O Brown, MD 9925 International Blvd, #2 Oakland, CA 94603	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Travelers Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LCC			680-5946N775	7/1/2010	7/1/2011	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-5946N775	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:		N/A	UB-5946N49-8-10	6/30/2010	6/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Premises Liability & Property Coverage and Workers Compensation Insurance for Frank Brown, MD

CERTIFICATE HOLDER To Whom It May Concern:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/31/10

PRODUCER The Doctors' Insurance Agency 6 Hamilton Landing, Suite 170 Novato CA 94949- (415) 506-3030 () -		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Frank Brown, MD 9925 International Blvd. #2 Oakland CA 94603-2558 (510) 535-6060		COMPANIES AFFORDING COVERAGE	
		COMPANY	A Professional Underwriters Liability
		COMPANY	B Insurance Company (PULIC)
		COMPANY	C
		COMPANY	D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY		/ /	/ /	PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNERS' & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM		/ /	/ /	AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		/ /	/ /	EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	OTHER Professional Liability	P 94296-11	09/01/10	09/01/11	\$ 1 Million per Occurrence \$ 3 Million general aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of Coverage.
Policy Term from 9/1/2010-11

CERTIFICATE HOLDER

Certificate of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION For Procurements Over \$25,000

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

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

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

Exceptions will not 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: 11/30/10

EXHIBIT E

Business Associate Provisions relating to HIPAA

Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

- (a) *Business Associate*. "Business Associate" shall mean the Contractor, HillCare Foundation.
- (b) *Covered Entity*. "Covered Entity" shall mean that any part of the County of Alameda Health Care Services Agency, a County of Alameda "hybrid entity", is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").
- (c) *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (d) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (e) *Protected Health Information*. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in section 164.501.
- (g) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Business Associate

- (a) 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 Agreement.
- (b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.

- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this agreement without the advanced consent of Covered Entity.
- (g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Business Associate

- (k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (l) Business Associate may use and disclose PHI as permitted in Section 164.504.

Business Associate Obligations upon Termination or Expiration of Agreement

- (m) Covered Entity has the right to terminate this Agreement as set forth in Exhibit D (Additional provisions) and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (n) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.


Miscellaneous

- (o) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- (p) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (q) *Survival.* In addition to the provisions with respect to survival as set forth in Exhibit D (Additional provisions), the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (r) *Third Parties.* Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.
- (s) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. 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 Agreement.
- (t) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

CONTRACTOR: HillCare Foundation

By:



Frank Brown, M.D.

Executive Director
Title

Address: 9925 International Blvd
Oakland, CA 94603

Tax Payer I.D.#943145750