



Colleen Chawla
Director

AGENDA _____ November 12, 2024

October 22, 2024

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

SUBJECT: APPROVE AN AMENDMENT TO HOUSING SOLUTIONS FOR HEALTH MASTER CONTRACT NO. 902012; APPROVE A STANDARD SERVICES AGREEMENT WITH CARDEA HEALTH FOR SUBSTANCE USE DISORDER TREATMENT SERVICES AT HOMELESS SHELTERS, INTERIM HOUSING, AND SERVICES CENTERS; ADOPT A RESOLUTION TO WAIVE THE COUNTY’S COMPETITIVE PROCUREMENT PROCESS; DELEGATE AUTHORITY TO THE AC HEALTH DIRECTOR, OR DESIGNEE, TO EXECUTE THE CONTRACT

Dear Board Members:

RECOMMENDATIONS:

- A. Approve an amendment to Housing Solutions for Health Master Contract No. 902012 to continue to provide shelter operation and support services to Alameda County residents who are currently or formerly experiencing homelessness, extending the term of 5/1/21 – 6/30/25 by 3 months to 9/30/25, and increasing the total not-to-exceed pooled amount from \$19,890,308 to \$20,265,308 (\$375,000 increase);
- B. Approve a Standard Services Agreement (Procurement Contract No. 27688, Line 1) under Master Contract No. 902012 with Cardea Health (Principal: Alexis Chettiar; Location: Oakland) to provide Substance Use Disorder (SUD) treatment services at homeless shelters, interim housing, and homeless services centers, for the term of 10/1/24 – 9/30/25, in the amount of \$375,000;
- C. Adopt a Resolution to waive the competitive procurement process for the continued selection of services from the Vendor Pool to react swiftly to address the County’s homelessness crisis;
- D. Authorize the Alameda County Health Director, or designee, to continue to add additional qualified vendors into the Vendor Pool that respond through the Request for Qualification (RFQ) process; and
- E. Delegate authority to the Alameda County Health Director, or designee, to execute the contract, subject to approval as to form by County Counsel, and submit executed copies to the Clerk of the Board for filing

DISCUSSION/SUMMARY:

On May 21, 2019, your Board approved the Housing Solutions for Health Vendor Pool Master Contract No. 901811 for the term of July 1, 2019, to June 30, 2022, in a not-to-exceed pooled amount of \$30,000,000 (File No. 30310, Item No. 15). The purpose of the Housing Solutions for Health Vendor Pool (Vendor Pool) is to provide: (1) outreach, engagement, benefits enrollment; (2) health and supportive services; and (3) housing and property-related services to Alameda County residents who are currently or formerly experiencing homelessness or who are living unstably. As part of that action, your Board also adopted a Resolution authorizing Director of Alameda County Health (AC Health), formerly known as Alameda County Health Care Services Agency, to engage in a non-standard procurement that allows the Director to select qualified pool vendors as needed through a Request for Qualification process. Additionally, your Board authorized the Director to negotiate and execute Agreements and subsequent amendments as needed under the Master Contract, and to add qualified vendors to the Vendor Pool that successfully respond to future rounds of the Request for Qualification (RFQ) process, with no changes to the total pooled amount or the contract term.

On August 4, 2020, your Board approved a First Amendment to the Vendor Pool Master Contract No. 901811 to extend the term to 6/30/25 and increase the total pooled amount to \$50,000,000 (\$20,000,000 increase) to address the ongoing homelessness crisis, and COVID-19 pandemic at the time (File No. 30518, Item No. 20). Subsequently, your Board approved 14 additional amendments to increase the total pooled amount of Master Contract No. 901811 from \$50,000,000 to \$93,532,272, with the most recent amendment approved on October 24, 2023 (File No. 31085, Item No. 19).

To improve ease of Vendor Pool tracking and reporting, AC Health created new Master Contracts (MCs), beginning June 8, 2021, to organize new Standard Services Agreements (SSAs) by service area with amendments to previously executed SSAs remaining with the original MC No. 901811. On June 8, 2021, your Board approved MC No. 902012 to provide shelter operation and support services for the term of 5/1/21 – 6/30/22, with a total not-to-exceed pooled amount of \$1,200,000 (File No. 30660, Item No. 21). Subsequently, your Board approved 17 additional amendments to increase the total pooled amount of MC No. 902012 from \$1,200,000 to \$19,890,308, extending the term to 5/1/21 – 6/30/25, with the most recent amendment approved on August 6, 2024 (Item No. 32).

Today, AC Health requests your Board approve an amendment to MC No. 902012 to increase the total not-to-exceed pooled amount from \$19,890,308 to \$20,265,308 (\$375,000) increase, extending the term of 5/1/21 – 6/30/25 by 3 months to 9/30/25, and approve the SSA under MC No. 902012 with Cardea Health to create a team comprised of a clinician and substance use peer navigators to provide Medication Assisted Treatment (MAT) and Substance Use Disorder (SUD) treatment services to people experiencing homelessness at locations including homeless shelters, interim housing, and services centers in the County. These activities will be linked to systemwide efforts to reduce preventable deaths from drug-related causes and increase access to SUD services grounded in harm reduction, in low-barrier locations within the community. Contracting



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through the Vendor Pool is the most efficient procurement process and is essential given that the Substance Abuse and Mental Health Services Administration (SAMHSA) Grants for the Benefit of Homeless Individuals (GBHI) requires contracting and services to begin immediately. The SAMSHA GBHI grant was awarded for the next five years, and contracting for an initial one-year term ensures we can have stability to support this critical area of work.

Additionally, AC Health requests your Board to adopt a Resolution to waive the competitive procurement process for the continued selection of services from the Vendor Pool through 6/30/27 to react swiftly to address the County's homelessness crisis, and to authorize the Agency Director, or designee, to continue to add additional qualified vendors into the Vendor Pool that respond through the Request for Qualification (RFQ) process. Approval of these recommendations would allow AC Health to continue to administer the Vendor Pool, as needed, until AC Health can phase out the current Vendor Pool by releasing a new Vendor Pool procurement planned for Spring 2025, prepare new contracts for BOS approval in Fall/Winter 2025, and wrap-up existing contracts under the current Vendor Pool.

The Vendor Pool has improved the County's ability to respond more effectively and efficiently to the current homelessness crisis. While the standard procurement and contracting process can take between 9-12 months, the Vendor Pool process to initiate a project and finalize the contract takes an average of 5-6 months. AC Health needs to be able to quickly and efficiently contract with qualified vendors to provide homeless services which aligns with the Home Together 2026 Community Plan, and the Countywide State of Emergency on Homelessness which explicitly proposed expedited procurement as an additional tool to accelerate and expand its homelessness response.

Without approval of these recommendations, AC Health will lose its ability to maximize time limited funding sources to quickly, efficiently, and effectively execute contracts to serve people experiencing homelessness. Anticipated funding sources include various federal grants such as, U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) grants, the Department of Health and Human Services (HHS) Health Resources and Services Administration (HRSA) and Substance Abuse and Mental Health Services Administration (SAMHSA) grants; as well as state grants including, the Homeless Housing Assistance and Prevention (HHAP), Behavioral Health Bridge Housing (BHBH) program, Community Care Expansion (CCE) program and CALWORKS Housing Support Program; Tobacco Master Settlement Fund, and County General Funds. AC Health will continue to present Board letters for approval on contracts, and the corresponding Master Contract term extension and increase to the not-to-exceed pooled amount.

Finally, AC Health requests your Board's approval to authorize the AC Health Agency Director, or designee, to execute the SSA with Cardea Health, upon review by Counsel as to form, to provide uninterrupted services while the SSA is being finalized and ensure expedient payment to the contractor.



SELECTION CRITERIA/PROCESS:

On March 11, 2019, AC Health released Request for Qualification No. HCSA-900419, entitled “Housing Solutions for Health Vendor Pool.” This opportunity is posted on General Services Agency’s Contracting Opportunities website and was sent to subscribers of General Services Agency’s Goods and Services – Current Contracting Opportunities. AC Health has conducted additional outreach including three informational sessions to review the Request for Qualification (RFQ) and answer questions from vendors.

Given the continued importance of advancing racial equity, AC Health updated the existing RFQ on December 10, 2020, to ask qualified vendors and new bidders to include information on how their services effectively meet the needs of groups most impacted by racial disparities in the homeless population.

To qualify, vendors must have demonstrated at least three years of experience serving the target population for each of the core service categories that the vendor is seeking to be qualified. Qualified vendors are added to the approved vendor list. As described in the RFQ, acceptance into the Vendor Pool does not guarantee any minimum or maximum dollar amount or any awarded scope of services.

When vendors submit incomplete bid responses, they are notified that they may submit subsequent responses for entrance into the Vendor Pool upon resolving submission issues or obtaining the requisite experience. This RFQ is open continuously and ongoing responses will continue to be evaluated on a monthly basis throughout the duration of the Vendor Pool; organizations whose responses meet the qualification criteria will be added to the Vendor Pool. AC Health designed this rolling procurement to allow vendors who do not presently have the necessary experience for inclusion in the Vendor Pool to obtain that experience and bid for inclusion in the Vendor Pool. Vendors added to the Vendor Pool will be eligible for Agreements from County departments. All accepted responses to this Request for Qualification and any pursuant Agreements will continue to be reported to your Board quarterly. Your Board previously signed a Resolution on May 21, 2019, and again on August 4, 2020, to authorize this non-standard procurement based on the ongoing homelessness crisis.

As of June 30, 2024, 88 vendors were qualified into the Vendor Pool (see Attachment A). Cardea Health was qualified into the Vendor Pool and has demonstrated relevant experience for at least three of the last 10 years providing services to people currently, formerly, or at risk of experiencing homelessness.

Cardea Health is a local non-profit, community-based organization that provides direct client services and, therefore, is exempt from the County’s Small, Local & Emerging Business (SLEB) Program requirements.



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FINANCING:

Funding for these recommendations (\$375,000) comes from Substance Abuse and Mental Health Services Administration (SAMSHA) Grant for the Benefit of Homeless Individuals (GBHI) and is included in the AC Health Fiscal Year (FY) 2024-2025 Budget. Approval of these recommendations will have no impact on net County cost.

VISION 2026 GOAL:

Providing services and resources to County residents experiencing homelessness through the Housing Solutions for Health Vendor Pool meets the 10x goal pathways of **Healthcare for All**, **Eliminate Homelessness** and **Accessible Infrastructure** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

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Colleen Chawla, Director
Alameda County Health

Attachment A
List of Approved Vendors for Housing Solutions for Health Vendor Pool as of 6/30/2024

Vendors	Category 1: Outreach, Engagement, and Benefits Enrollment	Category 2: Health and Supportive Services	Category 3: Housing and Property Related Services
DIRECT SERVICE PROVIDERS			
Abode Services	✓	✓	✓
Alameda County Homeless Action Center	✓	✓	✓
Alameda Point Collaborative		✓	✓
The Alliance For Community Wellness dba La Familia Counseling Service		✓	✓
Bay Area Community Health (formerly Tri-City Health Center)	✓	✓	✓
Bay Area Community Services	✓	✓	✓
Bay Area Legal Aid	✓	✓	✓
Berkeley Community Health Project (dba Berkeley Free Clinic)		✓	
Berkeley Youth Alternatives		✓	✓
Beyond Emancipation	✓	✓	✓
Bill Wilson Center			✓
Brilliant Corners	✓	✓	✓
Brothers and Ladies Leading for Enrichment, Righteousness and Success (B.A.L.L.E.R.S.)		✓	
Building Opportunities for Self-Sufficiency	✓	✓	✓
Cal-PEP, Inc.	✓	✓	
Cardea Health	✓	✓	✓
Catholic Charities of the Diocese of Oakland dba Catholic Charities of the East Bay			✓



Vendors	Category 1: Outreach, Engagement, and Benefits Enrollment	Category 2: Health and Supportive Services	Category 3: Housing and Property Related Services
Center for Elders' Independence	✓	✓	
The Center to Promote Healthcare Access Inc, dba Alluma	✓		
City of Alameda, Community Development Department	✓	✓	✓
City of Emeryville	✓	✓	✓
City of Fremont Human Services Department	✓	✓	✓
City of Hayward	✓	✓	✓
City of Livermore	✓	✓	✓
City of San Leandro	✓	✓	
City of Union City	✓	✓	✓
CityServe of the Tri-Valley	✓	✓	✓
Cornerstone Community Development Corporation, DBA Building Futures with Women and Children	✓	✓	✓
Covenant House California	✓	✓	✓
DayBreak Adult Care Centers	✓	✓	✓
East Bay Agency for Children	✓	✓	
East Bay Asian Local Development Corporation	✓	✓	✓
East Bay Innovations	✓	✓	✓
East Oakland Community Project	✓	✓	✓
Eden I & R, Inc.	✓		✓
Episcopal Community Services of San Francisco	✓	✓	✓
EveryOne Home, fiscally sponsored by Tides Center			✓
Family Bridges, Inc.	✓	✓	✓



Vendors	Category 1: Outreach, Engagement, and Benefits Enrollment	Category 2: Health and Supportive Services	Category 3: Housing and Property Related Services
Family Violence Law Center		✓	
Felton Institute	✓	✓	✓
Five Keys Schools and Programs		✓	✓
Fred Finch Youth Center		✓	
Gina McCrae-Moore			✓
God's Love Outreach Ministries, DBA GLOM	✓	✓	✓
Housing Consortium of the East Bay		✓	✓
Insight Housing (Formerly Berkeley Food and Housing Project)	✓	✓	✓
Juana Care Facility			✓
Kingdom Builders Transitional Housing Program			✓
Larkin Street Youth Services	✓	✓	✓
Leaders in Community Alternatives, Inc.		✓	
Legal Assistance for Seniors	✓	✓	✓
Life Skills Training and Educational Programs (LifeSTEPS)		✓	
LifeLong Medical Care	✓	✓	✓
Love Never Fails		✓	
Mercy Housing California		✓	
The Multicultural Institute	✓	✓	
Oakland Elizabeth House		✓	
On The Move	✓	✓	✓
Open Heart Kitchen of Livermore, Inc.		✓	
Operation Dignity	✓	✓	✓
Options Recovery Services	✓	✓	✓
Rebirth & Rise Arts and Education, Inc.			✓



Vendors	Category 1: Outreach, Engagement, and Benefits Enrollment	Category 2: Health and Supportive Services	Category 3: Housing and Property Related Services
Root & Rebound		✓	
Roots Community Health Center	✓	✓	
Ruby's Place			✓
Safe Alternative to Violent Environments Inc.	✓	✓	✓
The Salvation Army, Alameda County		✓	✓
Satellite Affordable Housing Associates		✓	✓
The Spanish Speaking Unity Council of Alameda County, Inc., DBA The Unity Council	✓	✓	✓
St. Mary's Center	✓	✓	✓
Swords to Plowshares Veterans Rights Organization	✓	✓	✓
Telecare Corporation	✓	✓	✓
Tiburcio Vásquez Health Center, Inc.	✓	✓	
Women's Daytime Drop-In Center	✓	✓	✓
Youth Spirit Artworks	✓	✓	✓
CAPACITY BUILDING/TECHNICAL ASSISTANCE PROVIDERS			
Applied Survey Research			✓
Aspire Consulting LLC	✓	✓	
Burlington Associates in Community Development, Inc.			✓
The Center for Common Concerns dba Homebase	✓	✓	✓
Corporation for Supportive Housing	✓	✓	✓
Daniel Matthieu Cohen, LCSW, Inc.		✓	
FUSE Corps	✓	✓	✓



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Vendors	Category 1: Outreach, Engagement, and Benefits Enrollment	Category 2: Health and Supportive Services	Category 3: Housing and Property Related Services
Katharine Gale		✓	✓
MEMconsultants LLC	✓	✓	
Resource Development Associates	✓	✓	✓
Social Change Partners, LLC	✓	✓	✓
Stacey Murphy DBA SHM Consulting	✓	✓	✓
Strategic EMS Consulting		✓	

**A RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION OF THE NON-STANDARD
PROCUREMENT PROCESS FOR THE HOUSING SOLUTIONS FOR HEALTH VENDOR
POOL FOR THE COUNTY OF ALAMEDA**

RESOLUTION NUMBER R-2024-531

WHEREAS, the number of people experiencing homelessness in Alameda County reflects a health and humanitarian crisis; and

WHEREAS, jurisdictions throughout California such as the Counties of Los Angeles, San Francisco, and San Diego have adjusted their administrative codes or procurement guidelines to provide for more expedited contracting mechanisms with respect to reducing homelessness; and

WHEREAS, the Board of Supervisors has formalized the goal of eliminating homelessness in Alameda County by 2026 through adoption of Vision 2026 and via adoption of the Homelessness Action Plan on November 20, 2018 which will invest \$340 million to address homelessness; and

WHEREAS, on May 21, 2019 the Board of Supervisors adopted Resolution Number R-2019-208 authorizing the approval of a non-standard procurement process for the Housing Solutions for Health Vendor Pool (Vendor Pool) for the County of Alameda to speed the contracting process for services for County residents experiencing homelessness; and

WHEREAS, on August 4, 2020 the Board of Supervisors approved Item 20 extending the duration of the non-standard procurement process for Housing Solutions for Health Vendor Pool by three years through 6/30/25 to accommodate existing and emerging funding sources to address the ongoing homelessness crisis, including funding to protect the County's vulnerable homeless population during the COVID-19 pandemic; and

WHEREAS, on May 10, 2022, the Board endorsed the Home Together 2026 Community Plan, which lays out the goals, strategies and investments needed to dramatically reduce homelessness in Alameda County by 2026 and combat racial disparities in homelessness by fully centering equity; and

WHEREAS, on September 19, 2023, the Board adopted a Countywide State of Emergency on Homelessness to provide the County with additional tools to accelerate and expand its response through Home Together and in collaboration with our city and non-profit partners; and

WHEREAS, the State of Emergency on Homelessness proposed additional tools to accelerate and expand its response including more effective and efficient use of funds, as well as expedited procurement of critical items; and

WHEREAS, Alameda County Health requests an amendment to extend the Vendor Pool by two years through 6/30/27 to accommodate the continued need for expedited procurements to maximize time-limited funding sources to address the ongoing homelessness crisis; and

WHEREAS, in furtherance of the Vision 2026 goals, since 2019 AC Health has maintained a competitive procurement seeking vendors to provide the following categories of services to the County's homeless population:

1. Outreach, Engagement, and Benefits Enrollment
2. Health and Supportive Services
3. Housing and Property Related Services; and

WHEREAS, under this competitive process, potential vendors are required to demonstrate that they had sufficient qualifications and experience to provide services to the County's homeless population; and

WHEREAS, the competitive procurement process is re-opened monthly, allowing vendors who did not, or could not, qualify for previous procurement rounds the opportunity to bid through the entire amended period of the authorized program; and

WHEREAS, the County of Alameda ("County") wishes to acquire the services of the vendors in Attachment A to provide services with the goal of assisting the County in its efforts to significantly reduce the number of homeless people living unsheltered in the County, and assisting Alameda County in the development of housing options and supportive services that support their clients' recovery from life on the streets and achieve residential stability and improved health and well-being; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids for contracts that are more than \$100,000 except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined the public interest would not be served by complying with the standard bid solicitation process; and

WHEREAS, the Board has determined that the vendors currently in the Vendor Pool have the necessary professional qualifications and have demonstrated competence in providing services regarding homelessness, housing, and healthcare; and

WHEREAS, the vendors listed in Attachment A have expertise and are uniquely qualified within the community to serve the targeted population, and the Board has determined that because of the urgent need to address the homelessness crisis, the public interest would not be served by requiring a standard bid solicitation process in this situation for Agreements pursuant to the Housing Solutions for Health Vendor Pool, application of which could significantly delay the provision of services.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the continued selection of services from vendors who have qualified for inclusion in the Housing Solutions for Health Vendor Pool.

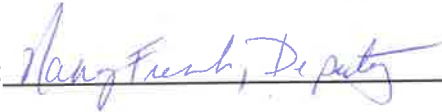
Adopted by the Board of Supervisors of the County of Alameda, State of California, on this date, November 12, 2024 by the following called vote:

AYES: Supervisors Haubert, Márquez, Tam, Carson and President Miley - 5
NOES: None - 0
EXCUSED: None - 0

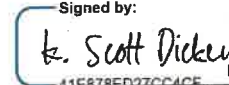


Nate Miley
President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

By:  Deputy

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

Signed by:

41E878ED07CC4CF
By: K. Scott Dickey
Assistant County Counsel

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: Cardea Health DEPT #: 425 (AC Health)

TITLE/SERVICE: SAMSHA GBHI Substance Use Disorder Services

DEPT. CONTACT: Lucy Kasdin PHONE: 510-891-8903

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: 87-0906271
4. No other questions need to be answered. Withholding is not required.
5. 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.
6. 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)? () ()

Master Contract No. 902012
Procurement Contract No. 27688 – Line 1

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

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

1. Is the contractor being hired for a period of time rather than for a specific project? () ()

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

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

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week? () ()
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.


3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

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

CERTIFICATIONS:

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

Signed by:

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Contractor Signature

Alexis Chettiar,
Cardea Health Chief Executive Officer

Printed Name

3/4/2025

Date

DocuSigned by:

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Agency/Department Head/Designee
Signature

Aneeka Chaudhry,
Interim Director, Alameda County Health

Printed Name

3/5/2025

Date

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of October 1, 2024, is by and between the County of Alameda, hereinafter referred to as the “County”, and Cardea Health, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Substance Use Disorder (SAMHSA GBHI) services which are more fully described in Exhibit A; and

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

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

- | | |
|------------|--|
| Exhibit A | Program Description Federal Award Coversheet |
| Exhibit A1 | Program Description and Performance Requirements |
| | <ul style="list-style-type: none">• Attachment A1 – ACHCH Patient Visit Utilization Data Reporting• Attachment A2 – Section 330 Program Compliance and Attestation• Attachment A3 – ACHCH HRSA Notice of Award Grant Year 2023• Attachment A4 – ACHCH HRSA Form 5A Scope of Project• Attachment A5 – HRSA Form 5B ACHCH Scope of Services• Attachment A6 – ACHCH Grants Management Health Center Policy |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |
| Exhibit E | HIPAA Business Associate Agreement |
| Exhibit F | Audit Requirements |
| Exhibit G | Qualified Service Organization Agreement- 42 CFR Part 2 |

The term of this Agreement shall be from October 1, 2024, through September 30, 2025.

The compensation payable to Contractor hereunder shall not exceed \$375,000 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

CARDEA HEALTH

By:  _____
Signature

By:  _____
Signature

Name: Aneeka Chaudhry
(Printed)

Name: Dr. Alexis Chettiar
(Printed)


Title: Interim Director, Alameda County Health

Title: Chief Executive Officer

Date: 3/5/2025

Date: 3/4/2025

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

By:  _____
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial

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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.

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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
1404 Franklin Street, Suite 300
Oakland, CA 94612
Attn: Lucy Kasdin, Director of AC Health Care for the
Homeless

To Contractor: CARDEA HEALTH
1850 Mountain Blvd
Oakland 94611
Attn: Alexis Chettiar, Chief Executive Officer

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 Substance Use services shall not exceed **\$375,000** payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

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

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

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

subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

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

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: **Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.** County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

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35. EXTENSION: This agreement may be extended for up to an additional three years by mutual agreement of the County and the Contractor.

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
PROGRAM DESCRIPTION FEDERAL AWARD COVERSHEET

Contracting Department	Alameda County Health, Office of the Agency Director
Contractor Name	Cardea Health
Contract Period	October 1, 2024 – September 30, 2025
Contract Amount	\$375,000
Type of Services	Substance Use services provided to homeless individuals residing in sheltered settings in Alameda County. Services to include peer outreach and engagement, harm reduction services, Medication Assisted Treatment for Substance Use Disorders, enabling services, healthcare navigation services, supportive services/referrals to substance use services.
Procurement Contract No.	27688

Federal Award Information	
Subaward of Federal funds	Yes
Registered Name under the Sam.gov/Unique Entity Identifier	ALAMEDA, COUNTY OF
DUNS/ Unique Entity Identifier Number	KGC1XEDLEVH3
EIN	946000501
Federal Award Identification Number	H79TI086531
Federal Award Date	10/24/2024
Sub award Period of Performance Start & End Date	10/1/24-09/30/2025
Amount of federal funds obligated by this action by ACHCH to sub awardee	\$375,000
Total amount of federal funds obligated to sub awardee including the current obligation.	\$375,000
Total amount of the federal award committed to subawardee	\$375,000
Total Amount of non-Federal funds Obligated to subawardee	\$0
Total amount of obligation, including federal and non-federal funding obligated	\$375,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	SAMSHA GBHI
Name of Federal Awarding Agency (FAA), Pass-Through Entity (PTE), and Contact Information for Awarding official at Pass-Through Entity	1) Substance Abuse and Mental Health Services Administration (SAMSHA) Grants for the Benefit of Homeless Individuals GBHI 2) Contact Information for PTE Awarding Official:

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	Project Director: Lucy Kasdin LCSW, ACHCH Program Director
CFDA Number and Name	93.243
Indirect cost rate for the Federal award	
Cardea Health indirect cost rate	1) Rate: <u>10%</u> 2) Approved Federally recognized ICR? (yes/ no) 3) If no, de minimis cost rate of 10% or negotiated between the parties? (yes /no)
Is the award for research and development?	NO

EXHIBIT A-1

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Cardea Health
Program Name: SAMSHA GHBI Substance Use Disorder Services
Contracting Department: Alameda County Health (ACH)
Health and Homeless Services (H&H)
Contract Start Date: 10/1/24
Contract End Date: 9/30/25 (12 months)
Original Amount: \$375,000

I. Contracted Services

Contractor shall provide:

1. Screen patients for Substance Use Disorder (SUD) using empirically supported screening tool.
2. Harm Reduction Drop-In Clinic Services at all designated locations. Services to include:
 - a) A minimum of weekly services, provided on a consistent schedule at each designated interim housing or shelter sites
 - b) Welcoming, trauma informed, environment for support low barrier access to care
 - c) Harm reduction education, including opioid overdose prevention and Naloxone training
 - d) Provision of harm reduction supplies, including Naloxone
 - e) Referrals to substance use treatment services including residential and community-based treatment
 - f) Warm hand-offs from Substance Use Navigators (SUNs) to the Cardea Health Nurse Practitioner for clinical assessment and treatment
 - g) Referrals and warm hands-off to a medical home and/or behavioral health care as appropriate
 - h) Health education related to SUD and communicable diseases that disproportionality impact people who use drugs including HIV, and Hepatitis C.
3. Provide Medication Assisted Treatment (MAT) for Opioid Use Disorder (MOUD) and other Substance Use Disorders (SUDs), including microinduction of buprenorphine.
4. Develop relationships with local pharmacies to address barriers to accessing prescribed medications.

II. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Increase access to and utilization of MAT among people experiencing homelessness through direct provision of low-barrier MAT/MOUD Opioid use disorder (OUD) services including screening, assessment, counseling, prescribing and dispensing and treatment of MOUD support in respite and supportive housing shelter programs.
2. Increase access to harm reduction education, safer use supplies, opioid overdose prevention education, Naloxone training and dispensing to people experiencing homelessness in respite and supportive housing shelter programs.

B. Target Population:

People experiencing homelessness with opioid or polysubstance use disorders who are receiving services in residential settings, including permanent supportive housing, transitional housing, medical respite programs and emergency shelter.

C. Program Eligibility:

Program participants are referred from a variety of sources including housing partners, healthcare providers, or self referral.

All participants must be:

1. Residents of Alameda County
2. 18 years of age older
3. “Homeless” defined as an individual or family lacks a fixed, regular, nighttime residence; resides in a public or private residence that is not designed or intended to be a regular sleeping accommodation for human beings; lives in a supervised shelter designated to provide temporary living arrangements.
4. Alert and oriented to name, place, and situation
5. Able to give consent (or have named consent giver identified)
6. Have a diagnosis of current Opioid Use Disorder or Polysubstance Use Disorder
7. Residing in one of the designated program sites

D. Program Requirements:

1. Program Design

- a. **Maintenance of a Consistent Site Schedule:** Contractor shall develop and maintain consistent schedule for each site, in coordination with ACHCH and submit schedule on a monthly basis.
- b. **Collaboration and Partnership with the Sites:** Contractor shall develop trusting relationships with service locations. They should work closely with the site staff to identify individuals who have Substance Use Disorders (SUDs) for targeted in-reach.
- c. **Screening:** Contractor shall screen clients at the designated sites for SUDs. Provide referral and coordination for MOUD, complex SUD or behavioral health services as needed.
- d. **Harm Reduction Drop-In Clinic:** Contractor shall provide harm reduction services, including harm reduction education, safer use supplies, opioid overdose prevention education, Naloxone training and dispensing. The Harm Reduction

Drop-In Clinic will be run by Substance Use Navigators (SUNs) with supervision from the Program Manager.

- e. **MOUD Access:** Contractor shall provide low- barrier, same-day assessment, diagnosis and treatment for SUDs, including Opioid Use Disorders, and follow-up with maintenance treatment by a Nurse Practitioner or Physician Assistant. Other services provided should include, but not limited to: motivational interviewing, health education, and harm reduction education. The medical provider shall work closely with the SUNs who will refer patients and provide a warm hand-off.

2. Exclusions:

Exclusions include:

- a. Patients conserved for medical decisions, unless they have a designated medical and/or medical decision maker identified.
- b. Clients involved with the care court system and under obligation to engage in substance use disorder treatment by the care courts
- c. Patients who are psychiatrically conserved or whose primary need is psychiatric care.

3. Referral Criteria:

Participants may be referred by 1) Staff working at the selected service locations who identify clients who may qualify and benefit from services. 2) Community medical and social service providers engaged with the client that feel that clients may qualify and benefit from services 3) Clients residing at selected service sites may self-refer to program

Contractor will ensure that all individuals meet the following eligibility criteria:

- Are literally homeless per the Housing and Urban Development’s (HUD) definition of Homelessness (found here: https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf):
- On the street or other places not meant for habitation.
- Emergency or non-congregate shelter.
- Currently fleeing a domestic violence situation.
- Transitional housing program for individuals experiencing homelessness.
- Exiting health care or other institution with no identified residence at the time of discharge.
- In a congregate living facility for less than 90 days with no way to self-isolate AND was sleeping in one of the above categories before entering the facility

Denials will be reported monthly to ACHCH.

4. Discharge Policy:

Any of the following reasons may be used as the basis for denial of services or disenrollment from the program:

- Assault or other violent behavior.
- Theft or destruction of property.
- Behavior that endangers the health or safety of individuals or staff.
- Repeated interference with the rights of other individuals to access of the program.
- Non-compliance with program expectations, when non-compliance seriously endangers other participants or personnel, and no suitable alternatives are available, may be grounds for denial of services.

5. Hours of Operation:

Program will operate 40 hours a week between Monday and Friday. Hours of direct clinical services will vary according to service location be adapted to site specific needs of participating homeless service sites.

6. Service Delivery Sites:

Service locations shall be determined mutually by the Contractor and ACHCH. One site will be selected as a pilot site, then services will expand to a total of five sites within the first 6 months of operation. To ensure equity in the selected sites, the following factors will be taken into account: The Alameda County Homeless Mortality Report, geography, prevalence of people with SUDs at the site and client demographics of the site.

7. Minimum Staffing Qualifications:

Staff should demonstrate familiarity with street culture and the cultural competency required to successfully serve the priority population in regard to race/ethnicity, language, gender, sexual orientation and expression, and patients' experiences with and perceptions of the health care system.

8. Staffing Model:

- a. *Substance Use Navigator (SUN)*: At a minimum of 1.6 FTE equivalent
 - i. Patient outreach, engagement, and relationship development.
 - ii. Stay up to date with local SUD-related resources.
 - iii. Provide comprehensive harm reduction education and training, including opioid overdose prevention and Naloxone training.
 - iv. Dispense harm reduction supplies, including Naloxone.
 - v. Linkage and warm hand-offs to the Cardea medical provider for MAT or Methadone Clinic.
 - vi. Reinforce behavior and mobilize social support, facilitate patient empowerment to fully engage with all members of their health care team,
 - vii. Support maintenance of improvements in health status
- b. *Nurse Practitioner (NP) or Physician Assistant (PA)*: At minimum 0.50 FTE

- i. Assessment, diagnosis, treatment and follow-up of SUDs and medical conditions
 - ii. Patient consultation and telemedicine support to team.
 - iii. Health education
 - iv. Troubleshoot pharmacy barriers
 - v. Assist with referrals to SUD treatment programs, medical homes and behavioral health care
 - vi. Stay up to date with the most recent SUD treatment protocols
- c. *Program Manager*: At minimum 0.1 FTE.
- i. Oversight of contract management and submission of all required deliverables and reporting
 - ii. Produce both patient-level data and evaluation outcome reports
 - iii. Track outcomes
 - iv. Develop protocols and procedures

III. Contract Deliverables, Reporting and Evaluation Requirements:

A. Detailed Contract Deliverables:

Contractor shall provide the following deliverables within 60 days of Contract Start Date:

1. Contractor shall submit an updated organizational chart reflecting all positions in the clinic within one month of commencement of contract, updated annually.
2. Contractor shall have and maintain current job descriptions on file with ACHCH for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of ACHCH, updated annually. Contractor shall submit revised job descriptions meeting the approval of the ACHCH Contracts Manager prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACHCH.
3. Contractor shall submit a plan for training, supervising and supporting staff to prevent staff turnover that is typically associated with homeless services within one month of contract commencement, updated annually.
4. Contractor shall develop a clinical pathway for MOUD-eligible clients to receive prescription and pharmacy access on the day of intake.
5. Contractor shall develop a participant satisfaction survey, which will be administered to patients 3 months after intake and at time of discharge from the program. Survey may become part of the required GPRA survey
6. Contractor shall develop a workflow to complete the SAMSHA surveys at time of

patient intake, 6 months after intake and at time of discharge from the program.

B. Required Submission to ACHCH Contracts Management on a Monthly Basis by the 15th of every month:

On a monthly basis, contractor will submit:

1. Utilization Report:

- a. Contractor will submit on a monthly basis, a data utilization report of patients provided with UDS eligible face-to-face, documented visits. Data report should follow ACHCH UDS patient visit reporting guidelines outlined in Attachment A1: ACHCH UNIFORM DATA SYSTEM (UDS) PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS

2. SAMSHA GPRA Surveys:

- a. Contractor will carry out SAMHSA-required GPRA surveys with enrolled MAT/SUD patients at enrollment, follow up, and upon discharge. Contractor will carry out surveys of 60 patients in Year 1, and 80 patients in following years. Contractor will hire data collection specialist to assemble and upload GPRA surveys into the SPARS system under direction from ACHCH program. ACHCH will run SPARS reports on a regular basis to monitor survey uploads and data.

C. Required Annual Submission of Materials/Data to ACHCH Contracts Management by October 15th 2025:

On an annual basis Contractor will submit documentation as requested by ACHCH Contracts Manager, aligned with the ATTACHMENT A2.

IV. Compliance and Performance Reporting and Evaluation Requirements

Contractor is required to provide data necessary to meet AC Health's applicable financial and programmatic reporting requirements. (See Attachment A2).

Contractor is required to submit Result Based Accountability (RBA) Measures by the 15th of the month.

A. Evaluation Requirements

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

Process Objectives:

PROGRAM DELIVERABLE	“HOW MUCH” PERFORMANCE MEASURE	DATA SOURCE
Establish clinical outreach team for harm reduction and MOUD treatment access at selected homeless service sites in Alameda County	Hire 1.6 FTE Substance Use Navigators and 0.5 FTE nurse practitioner.	Cardea Health payroll/employment records and job descriptions
Complete program specific training including Harm Reduction, Naloxone distribution, Trauma Informed Care, De-Escalation, and other required trainings	Identified team will complete trainings within 1 month of hiring	Cardea Health internal staff training records.
Memorandums of Understanding are established with participating service sites.	MOUs are established and signed with participating service sites prior to program presence	Monthly/quarterly reports
Clinical Pathways	Clinical pathways for MAT prescription and maintenance, obtaining medications from a pharmacy and handoff are established for practice	Monthly/quarterly reports
Harm Reduction Drop in Centers	Harm reduction drop-in centers are established at partner service sites	Monthly/quarterly reports.

Quality Objectives:

PROGRAM DELIVERABLE	“HOW WELL” PERFORMANCE MEASURE	DATA SOURCE
Client contacts	100% of clients actively engaging in the MOUD Access Program will be screened for SUDs and offered appropriate services	Cardea Health records
Report demographics	100% of client contacts with have race, ethnicity, sex, gender and age demographics reported	Cardea Health records/ GRPA Survey
Prescribing MAT	In year one 40 clients eligible for Medication Assisted Treatment receive	Cardea Health records/ GRPA Survey

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	prescriptions for treatment initiation. In year two, 50 clients will receive initial MOUD prescription	
Narcan training: staff	80% of staff at service sites will receive overdose response training	Cardea Health records
Narcan distribution	100% of selected partner sites will have naloxone distribute points established	Cardea health records
Overdose reporting	Overdose and naloxone usage reporting system is set up at partner sites	Cardea health records

Impact Objectives:

PROGRAM DELIVERABLE	“HOW WELL” PERFORMANCE MEASURE	DATA SOURCE
Retention of clients on MAT	80% of clients receiving MAT will be taking medication as prescribed at follow-up	Cardea records/ GRPA Survey
Retention of clients engaged in any SUD services	80% of clients engaged in any SUD services will attend at least 60% of planned services at follow-up	
GRPA Tool completion	80% of clients will complete the GRPA tool at intake, 6 months after intake and at discharge	Cardea records and quarterly reporting
Transfer of care (handoff to external clinics)	80% of clients who initiate MOUD as part of program are given warm hand off to external treatment program after appropriate amount of time.	Cardea Health records
Overdose incidence	0 clients engaged in MOUD experience opioid overdose while in treatment	GRPA Health Survey
Patient Satisfaction	80% of retained clients will report satisfaction with MOUD services	Patient Survey

Reporting & Evaluation Requirements

Quarterly reporting deadlines as follows:

Service Period	Due to County
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10/1/24 - 12/31/24	1/15/25
01/01/25 - 03/31/25	4/15/25
04/01/25 - 06/31/25	7/15/25
07/01/25 - 09/30/25	10/15/25

*If the above deadlines cannot meet reporting requirements, Contractor shall immediately contact Alameda County Health (ACH) and Health and Homeless Services (H&H) with the reason for the delay and to request an extension along with the estimated date for report completion. It is within the discretion of the Alameda County Health (ACH), Health and Homeless Services (H&H) to extend any due date. Lack of notification or failure to meet a deadline can result in a withheld payment or fund reduction. Contractor must include an electronic version of the report submitted with each invoice to receive compensation.

V. Additional Requirements

A. Quality Improvement

Contractor is required to participate in the following activities:

1. Report incidents and sentinel events to the ACHCH internal quality committee
2. Identify and report issues related to program/clinic effectiveness that impact ability to implement program model to internal ACHCH quality committee.
3. Participate in two data “deep dive” site visits per contract year.
4. Alameda County HCH will provide technical assistance support, including site-based support a minimum of twice/annually.

B. Certification/Licensure

1. Contractor shall maintain all required licenses and special permits issued by federal, state, and local agencies to the services it provides, including but not limited to the California Health and Safety Code, Division 2, and Title 22 and Title 17 Code of Regulations, or successors thereto.
2. Contractor shall obtain and maintain credentialing under the Alameda Alliance for Health.
3. Contractor shall maintain certification to participate in the Medicare and Medi-Cal programs under Title 18 and 19 of the federal Social Security Act, and/or all other such future programs necessary to fulfill its obligation under this Agreement.
4. Contractor shall notify the contract manager immediately by telephone, and in writing within five days, when there is a change in the license and/or

certification of any program, service, department, or facility providing services under this Agreement.

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

C. Other Requirements

1. As a sub awardee of the federally-funded Alameda County Health Care for the Homeless health center, Contractor is responsible for carrying out a portion of ACHCH's approved health center scope of project, specifically the provision of SUD and MAT services to health center patients. Refer to Attachments A4, A5, A6 regarding the ACHCH health center Prime Award NoA, Scope of Services Form 5A and site/s on the ACHCH Scope of Sites Form 5B.
2. Contractor is responsible for maintaining its operations, including development and implementation of its own operating procedures, in compliance with HRSA Health Center Program requirements listed under Health Center Program Statute- Section 330 of the Public Health Service (PHS) Act (42 U.S.C §254b) and grants regulations in 45 CFR Part 75), as defined in the most recent version of HRSA's Health Center Program Compliance Manual. Additionally, Contractor must comply with any homeless population specific ACHCH health center policies, such as Sliding Scale Fee Discount policy. All clinical and enabling services reported to ACHCH must be included in the most current ACHCH HRSA health center scope of project.
3. It is the responsibility of the contractor to ensure that all services are provided in accordance with pertinent local, state or Federal statutory, regulatory and policy requirements, regulations, codes and permits associated with the HRSA-approved scope of project; professionally recognized standards of care; prevailing standards of medical practice in the community; and all provisions of this contract.
4. Contractor must maintain financial and operational records and provide access for ACHCH staff for review. Contractor must maintain patient health care records, ensuring that patient medical records are maintained in accordance with federal record retention and reporting requirements (2 C.F.R. §200.334), whether provided by Contractor at a Contractor site, or through referral to an outside provider, and can be made accessible to ACHCH staff upon request for review.

5. Contractor shall deliver health services that demonstrate a high quality of care as defined by prevailing professional standards, by Alameda County Health agency, and by consumers of these services. These services shall be provided by Contractor in a manner consistent with principles of professional practice and ethical conduct and reflect concern for the acceptability, accessibility, and cost of services.

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

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

Funded by Alameda County Health Care for the Homeless

- d. Materials produced with Health Care for the Homeless funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Health Care for the Homeless, and the recipient will not be additionally reimbursed for use or reproduction.
 - e. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
8. Program Monitoring Process: In accordance with HRSA health center regulations, ACHCH shall carry out monitoring activities including review of compliance documentation including policies, procedures, invoices, patient data, quality outcomes and RBA measures, and specific ongoing projects. Program monitoring will take place in the following ongoing sub awardee monitoring meetings:
- a. Monthly contractor meetings
 - b. Twice-annual Deep Dive monitoring meetings
 - c. Annual Health Center Compliance monitoring
9. An overview of health center compliance documentation and requirements is included in ATTACHMENT A2 Upon completion of on-site monitoring visit, ACHCH shall submit a report to contractor for review, with any findings requiring corrective action.
10. Corrective Action Procedures: ACHCH, as a pass-through entity, is responsible for: (i) monitoring sub awardee activities to provide reasonable assurance that the contractor administers federal awards in compliance with federal requirements; (ii) ensuring required audits are performed and requiring contractor to take prompt corrective action on any monitoring or audit finding; and (iii) evaluating the impact of contractor activities on its ability to comply with applicable federal regulations. In the event of failure by contractor to meet compliance or contracted obligations, ACHCH designated officials shall require contractor to develop a corrective action plan in an agreed-upon timely manner. Failure to comply with corrective action plan will result in financial sanctions up to and including termination of subaward and contract.
11. Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A:
- Attachment A1 – ACHCH Patient Visit Utilization Data Reporting
 - Attachment A2 – Section 330 Program Compliance and Attestation

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- Attachment A3 – ACHCH HRSA Notice of Award Grant Year 2024
- Attachment A4 – ACHCH HRSA Form 5A Scope of Project
- Attachment A5 – HRSA Form 5B ACHCH Scope of Services
- Attachment A6 – ACHCH Grants Management Health Center Policy

Attachment A1

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

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

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

Reportable Visits:

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

To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Health center consent documentation signed by patient must be included in patient visit documentation maintained by contracted provider.

Types of Reportable Visits to ACHCH and Required Data for Each:

There are two types of reportable visits to ACHCH which require the following specific data:

- A **Medical Visit** is a documented face-to-face or virtual patient visit carried out by a licensed clinical provider, including physicians, NP, PA, nursing, behavioral health (LCSW, ASW, psychologist) and containing at least one **ICD10 diagnosis code** specific to clinical diagnosis, “Z-code” and/or treatment provided.
 - **Telemedicine:** A Medical/Clinical visit that is telemedicine-based (clinician-to-patient, telephone or video) must be accompanied by a CPT code indicating telehealth:
 - **Medical:** CPT Code: G2025 “Service furnished via telehealth”
 - **Dental:** CPT Code: D9995 “Teledentistry”
 - An **Enabling Services Visit** can be provided by a nurse, social worker (LCSW, ASW), psychologist, community health worker, etc., credentialed by the provider, and will **not** contain a diagnosis code, but must include specific descriptors for the **types of enabling services** provided.

In specific instances, certain providers (Nurse, LCSW, ASW, psychologist) can provide **either** an enabling services **or** clinical visit, depending on the service provided at the visit. A medical visit provided by a Nurse must be accompanied by an ICD10 code which does not have to be a “billable code” but may be a Z-Code. Please see specific [HRSA guidance](https://bphc.hrsa.gov/sites/default/files/bphc/data-reporting/uds-nurse-guidance) ([https://bphc.hrsa.gov/sites/default/files/bphc/data-reporting/uds-nurse-](https://bphc.hrsa.gov/sites/default/files/bphc/data-reporting/uds-nurse-guidance)

[visits.pdf](#)) for more information about UDS nursing visits. Most clinical/medical providers (MD, DO NP, PA) will **not** report provision of enabling services in ACHCH reporting, even if they do provide these services.

Both Medical/Clinical and Enabling service visits **must** be face-to-face (or telephonic/telemedicine) and documented, for health center patients who have provided consent for treatment.

Submission of Reportable Visits

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

Telehealth Visits:

If a contractor provides a robust, specific instance of patient care (enabling service or medical visit) with an established patient, directly with the patient over the phone or by video/online, the visit can be documented and reported as an enabling service or medical visit. A medical/dental telehealth visit should include ICD10 codes be accompanied by a telehealth-identifying CPT Code (G2025 for medical/clinical and D9995 for teledentistry.) A telehealth enabling service visit does not need the CPT identifier but must include enabling service type. BPHC guidance:

<https://bphc.hrsa.gov/sites/default/files/bphc/data-reporting/uds-virtual-visit-reporting-guide.pdf>

Substance Use Disorder Visits:

Documented, face-to-face or telehealth-based, documented substance use disorder services, provided by substance use disorder social workers, psychiatric nurses, psychiatric social workers, mental health nurses, clinical psychologists, clinical social workers, alcohol and drug abuse counselors, family therapists, and other individuals providing substance use disorder counseling and/or treatment services. Substance use disorder providers are credentialed according to the health center’s standards. Medical providers providing substance use services such as MAT are not entered as SUD visits, rather as medical visits.

Required patient data for each reported visit

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

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient Medi-Cal CIN number	Patient First Name	Patient Middle Name
Patient Last Name	Suffix (ie: JR)	Patient Birth Date
Family Status	Family Size	Patient Gender Identity

Patient Ethnicity	Patient Race	Patient Sex assigned at birth
Patient Sexual Orientation	Visit or procedure CPT Codes for clinical encounters (up to 1)	Visit Enabling Service Codes for enabling service encounters (up to 3)
Patient ICD10 Diagnosis code for clinical encounters (up to 5)	Patient Monthly Income	Patient Income Source
Patient Veteran Status	Patient Medical Payer Source	Patient Homeless Status
Preferred Language		

Provider Types

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The [most updated HRSA UDS Manual](https://bphc.hrsa.gov/data-reporting/uds-training-and-technical-assistance) (e.g., <https://bphc.hrsa.gov/data-reporting/uds-training-and-technical-assistance>) Appendix provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

Independent Professional Judgment

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

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

Counting Multiple Visits by Category of Service

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

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

Patient Homeless/Housing Status

The HCH program utilizes the federal Health and Human Services HHS definition of [homelessness](https://bphc.hrsa.gov/data-reporting/uds-training-and-technical-assistance) (<https://bphc.hrsa.gov/data-reporting/uds-training-and-technical-assistance>) which is more inclusive than the Housing and Urban Development HUD definition.

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

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

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

Sexual Orientation and Gender Identity (SOGI)

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

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

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

1. Sex as assigned at birth (Male or Female)
2. Gender Identify:
 - Male
 - Female
 - Transgender Man/Transgender Male/Transmasculine
 - Transgender Woman/Transgender Female/Transfeminine
 - Other
 - Chose not to disclose
3. Sexual Orientation:
 - Lesbian or Gay
 - Straight (not lesbian or gay)

- Bisexual
- Something else
- Don't Know
- Chose not to disclose

Collecting SOGI data in a respectful manner can be challenging, but it is very important in helping create better services for underserved populations. For information on how to collect this data, you can go to:

- The Fenway Institute:
<https://fenwayhealth.org/the-fenway-institute-released-new-tools-to-help-healthcare-organizations-collect-sexual-orientation-and-gender-identity-data-to-improve-quality-of-care-and-reduce-lgbt-health-disparities/>
- Collecting Sexual Orientation and Gender Identity (SOGI) Data (2020):
<https://fenwayhealth.org/wp-content/uploads/4.-Collecting-SOGI-Data.pdf>

ACHCH Enabling Services Types

Enabling Services are defined by HRSA as the following:

Enabling services are non-clinical services that do not include direct patient clinical care services that enable individuals to access health care and improve health outcomes. Enabling services include case management, referrals, translation/interpretation, transportation, eligibility assistance, health education, environmental health risk reduction, health literacy, and outreach. Additional enabling/supportive services are beyond any required case management services and support a health center patient’s access to non-medical, social, educational or other related services (e.g., childcare, food banks/meals, employment and education counseling, legal services/legal aid).

Enabling services are only provided by enabling services providers such as community health workers, health educators, health coaches, and nurses. In specific instances, certain providers (Nurse, LCSW, ASW, psychologist) can provide **either** an enabling services or clinical visit, depending on the service provided. Medical providers will **not** report provision of enabling services in ACHCH reporting, even if they do provide these services.

Enabling service visits must not contain any diagnosis codes. They should only contain Service Codes for the types of services listed below.

ACHCH Enabling Service Type	Description
Assessment	Non-medical assessment that includes the use of an instrument measuring socioeconomic status, wellness, or other non-medical health status (i.e., social determinants of health).
Case Management	An encounter with a patient in which a patient’s care plan is co-developed and/or provided with activities that support a

	patient with achieving goals/objectives of a care plan by a Case Manager
Referral	Facilitation (i.e., referral/scheduling) of a health-related visit for a patient to a healthcare or social service provider for a patient with or without a care plan, or for services that are not part of a patient’s care plan.
Dental Case Management	Facilitation of increased access to, and retention in, dental care.
Benefits Assistance	Counseling of a patient with financial limitations as well as assessing the patient’s eligibility for and providing assistance with enrollment in a health insurance program, disability program, or other benefits program.
Food/Hygiene Assistance	Providing basic food and hygiene necessities (directly or via referral) to a patient to help reduce food insecurities, mitigate aggravation of pre-existing medical conditions, and support overall health.
Health Education/ Supportive Counseling	Provision of health education or supportive counseling to a patient in which wellness, preventive disease management or other improved health outcomes are attempted through behavior change methodology.
Housing Assistance	Facilitating connecting a patient to services and supports that will lead to a patient obtaining permanent housing and stabilizing in permanent housing.
Interpretation	The provision of interpreter services, including sign language, by a third party (other than the service provider)
Transportation	Providing transportation assistance (directly or via referral) to a patient requiring transport to receive appropriate medical care and social services.
Substance Use/Harm Reduction Services	Provision of counseling, assessment, education or referral specific to substance use disorders by a non-medical substance use disorder specialist or enabling services provider, including harm reduction counseling, education and supplies distribution.
Other:	Additional enabling/supportive services that are beyond any required case management services, do not fall into the above 11 categories, and support a health center patient’s access to non-medical, social, educational or other related services. Must input a brief (i.e., a few words) description for Other.

Transmitting Protected Health Information

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

- FTP secure server

- Secure Email
- Contact ACHCH Contracts Manager with any questions around transmission of PHI.

Incomplete Data Reports or Fields

- Data reports that are incomplete or reported incorrectly will be returned by ACHCH Contracts Manager with a request for resubmission in a timely manner specified by ACHCH.
- Data fields that are not collected by contractor must not be reported as “Don’t know” “Unknown”, “Other” or “Chose not to disclose.” Data fields not recorded by provider must be submitted as either *blank* or “not recorded.” “Other” is only acceptable if the data is collected and is indeed “Other.” Indicate “Chose not to disclose” only if patient actively refused to report.

Overview of ACHCH Utilization Reporting Template:

ProviderCode	<p><i>Enter the type of provider providing a documented, face-to-face or virtual encounter. Encounter type is either Service/Enabling or Medical/Clinical; provider type must correspond to encounter type.</i></p> <p>Medical/Clinical Provider Types: Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Other Mental Health (ASW, MSW) Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist</p> <p>Enabling Service Provider Types: Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other Mental Health (ASW, MSW), Nurse Enabling Services, LCSW.</p>
Subsite	Name of subsite where services provided
SocialSecurityNumber	xxx-xx-xxxx
Medi-Cal Client Identification Number (CIN)	9999999X <i>(The CIN is the first nine characters of the identification number located on the front of the beneficiary’s Benefits Identification Card (BIC).</i>
FirstName	
MiddleName	Either whole middle name, a single letter; or no middle name, no periods or commas
LastName	No periods or commas.
Suffix	Jr, Sr, I, II, III, IV, V or blank only.
BirthDate	mm/dd/yyyy

FamilyStatus	<ul style="list-style-type: none"> • Unattached Adult • Adult in Family • Child in Family • Unattached Child (under 20 on their own)
Family Size	Number of persons in current household
PatientAddressStreet	Number and street or description of living place. Can be residence or mailing address. Can also be a cross street, park, encampment or shelter program address. Patient Address can come from your medical records system.
PatientAddressCity	
PatientState	
PatientAddressZip	
SexAssignedAtBirth	M / F as assigned at birth, if patient is transgender be sure to complete Gender Identity.
SexualOrientation	<ul style="list-style-type: none"> • Lesbian or Gay (homosexual) • Straight (heterosexual) • Bisexual • Something else • Don't Know • Chose not to disclose
Gender Identity	<ul style="list-style-type: none"> • Male • Female • Transgender Man/Transgender Male/Transmasculine • Transgender Woman/Transgender Female/Transfeminine • Other • Chose not to disclose
Ethnicity	<ul style="list-style-type: none"> • Not of Hispanic, Latino/a or Spanish Origin • Mexican, Mexican-American, Chicano/a • Puerto Rican • Cuban • Another Hispanic, Latino/a or Spanish Origin
Race	<ul style="list-style-type: none"> • Asian Indian • Chinese • Filipino • Japanese • Korean • Vietnamese • Other Asian • Native Hawaiian • Other Pacific Islander • Guamanian or Chamorro • Samoan • Black/African American • American Indian/Alaska Native • White

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	<ul style="list-style-type: none"> • More than One Race • Chose Not to disclose
Dx1 Dx2 Dx3 Dx4 Dx5	<p><i>ICD10 Required for Clinical Encounters (including Mental Health & Clinical substance use). ADA Codes for Dental Visits.</i></p> <p>Up to 5 Dx Codes per encounter</p> <p>If visit is enabling/service visit, then Dx Codes should be blank. If there are 2 visits (one clinical, one enabling service) on same day, they should be inputted on different rows, as separate visits, with different provider types.</p>
Svc1 Svc2 Svc3	<p><i>If visit is an enabling services visit, please enter services type. Remember that a visit cannot include both service and diagnosis. Up to 3 Enabling Services Types per encounter.</i></p> <ul style="list-style-type: none"> • Assessment • Case Management • Referral • Dental Case Management • Benefits Assistance • Food/Hygiene Assistance • Health Education/ Supportive Counseling • Housing Assistance • Interpretation • Transportation • Substance Use Services • Other: (must include brief description) <p>ACHCH Enabling Services Types Required for Enabling Services Encounters only.</p> <p>An enabling service encounter will NOT include any ICD10 codes. Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits on two separate rows.</p>
CPTCode	<p>Up to one CPT visit or procedure code can be submitted per medical visit.</p> <p>Telehealth-based medical/dental visits must include a telehealth code: G2025 for medical/clinical and D9995 for teledentistry.</p>
MonthlyIncome	\$ amount of monthly reported income

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

ATTACHMENT A2

SECTION 330 PROGRAM COMPLIANCE AND ATTESTATION

As an ACHCH health center subawardee carrying out a portion of the ACHCH health center scope of project, SUBAWARDEE understands that they are required to meet all elements of compliance contained in the most recent version of HRSA’s Health Center Program Compliance Manual. The ACHCH program has an obligation and right to directly audit SUBAWARDEE on an annual basis to monitor health center compliance.

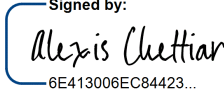
I attest that SUBAWARDEE is in full compliance with the following program and operational requirements:

- _____ 1) Maintain and complete a current Health Center Compliance Plan
- _____ 2) Retain at all times a designated agency Health Center Compliance Officer and inform ACHCH of changes within 14 days
- _____ 3) Have reviewed below Select Key Health Center Compliance Requirements

and am prepared to submit required documents to ACHCH in both annual Subawardee Monitoring visits and as needed as a part of regular ACHCH contract monitoring.

Name of current Health Center Compliance Officer

Alexis Chettiar, Cardea Health

Signed by: 
Signature: _____
Date: 3/4/2025

Select Key Health Center Compliance Requirements

The following is an abbreviated list of key elements of HRSA Health Center compliance with some of the key documents that ACHCH will monitor to ensure health center program compliance:

1) Needs Assessment

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

- Copy of most recent subawardee health center Needs Assessment (OSV)

- Subawardee Service Area review for each Zone

2) Provision of Required and Additional Health Services

- A. SUBAWARDEE agrees to and will provide or arrange for the provision of required and additional health care services to health center patients defined on the most recent HRSA-approved Health Center program Form 5A Scope of Services specific to SUBAWARDEE (Attachment A5)
- B. SUBAWARDEE will ensure access to interpretation and translation services that are responsive to the needs of health center patients of limited English-speaking ability.
 - Language Access Policies and Procedure
 - Clinic language signage (if applicable)

3) Clinical Staffing

- A. SUBAWARDEE will ensure that it has clinical staff to carry out all required and additional services included in the HRSA-approved scope of project, and will consider the size, demographics, and health needs of its homeless patient population in determining the number and mix of clinical staff necessary to ensure reasonable patient access to health center services.
 - Staffing Profile
- B. SUBAWARDEE will demonstrate that it has operating procedures and records for the initial and recurring review of credentials and privileges for all clinical staff members (*e.g.*, licensed independent practitioners (LIPs), other licensed or certified practitioners (OLCPs) providing services on behalf of the health center) who are health center employees, individual contractors, or volunteers, in accordance with the HRSA Health Center Program Compliance Manual.
 - Credentialing Policies and Procedures
 - Privileging Policies and Procedures
 - Annual List of Licensed Staff providing ACHCH services indicating licensure

4) Accessible Locations and Hours of Operations

- A. SUBAWARDEE will ensure that required and additional health care services provided at SUBAWARDEE-specific service sites of the health center scope of project will be available and accessible

promptly, as appropriate, and in a manner which ensures continuity of services to homeless health center patients.

- Primary Care Clinic hours
- Schedule of Portable Care Sites

5) Coverage for Medical Emergencies During and After Hours

A. SUBAWARDEE will maintain provisions for promptly responding to health center patient medical emergencies both during regular hours and after regularly scheduled hours, in accordance with the HRSA Health Center Program Compliance Manual.

- After Hours Patient Medical Emergency Policy & Procedure
- During Hours Emergency protocols/procedures

6) Continuity of Care and Hospital Admitting

A. SUBAWARDEE will provide required and additional health care services promptly and in a manner which will assure continuity of services to homeless health center patients.

- Hospital Admitting Policy and Procedure

7) Sliding Scale Fee Discount Program

A. SUBAWARDEE will provide care in a manner such that no health center patient shall be denied service due to an individual's inability to pay. Consistent with this commitment, SUBAWARDEE will maintain a schedule of fees and maintain a schedule of discounts (Sliding Fee Discount Schedule) in accordance with the HRSA Health Center Program Compliance Manual.

- SFDP Policy
- SFDP Sliding Fee Schedule
- Procedure for patient financial screening
- Annual: List of HCH health center patients charged any fees, amount, disposition
- Annual: Parent Health Center Fee Schedule used to determine fees

8) Quality Improvement / Risk Management

A. SUBAWARDEE will operate under a health center-approved health center quality improvement/assurance system that addresses the quality and utilization of health center services, patient satisfaction and grievance processes and patient safety, including adverse events, includes clinical services administration and

clinical management, and maintains the confidentiality of patient records.

- Subawardee Health Center QI plan
- Subawardee patient grievance procedure
- Patient Experience Surveys and Procedures

9) Key Management Staff

A. SUBAWARDEE will maintain key management staff sufficient to carry out health center operations. SUBAWARDEE will report to ACHCH the names of current key management positions (key management staff may include the SUBAWARDEE Health Center Director, Chief Executive Officer, Chief Medical Officer, Chief Finance Officer, and Chief Information Officer).

- Subawardee Health Center Organizational Chart

10) Contracts and Sub Awards

A. SUBAWARDEE will maintain written health center procurement procedures that comply with federal procurement standards, including a process for ensuring that all procurement costs directly attributable to the federal sub award are allowable, and consistent with Federal Cost Principles (45 CFR 75 Subpart E: Cost Principles) and the HRSA Compliance Manual.

- Subawardee attestation of compliance

B. If any portion of the services under this Agreement are to be performed by a third party, Subrecipient SUBAWARDEE will submit a formalized, written agreement to ACHCH administration for written approval prior to the execution of the contract and the provision of such services by the third party for Subrecipient SUBAWARDEE. Failure by Subrecipient SUBAWARDEE to initiate request and receive written prior approval may result in the disallowance of payments related to unapproved services by a third party.

- Subawardee subrecipient agreement/s

11) Conflict of Interest

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

- Subawardee health center conflict of interest policy

12) Collaborative Relationships

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

13) Financial Management and Accounting Systems

- A. In accordance with Health Center Program Compliance Manual, SUBAWARDEE will utilize a financial management and internal control system that reflects Government Accounting Standards Board (GASB) principles for public agency health centers. SUBAWARDEE financial management system shall be able to account for Federal award made under the Health Center Program in order to identify the source (receipt) and application (expenditure) of funds for federally funded activities in whole or in part.
 - Subawardee attestation of compliance
 - Subawardee most recent Independent Audit
- B. SUBAWARDEE will document that any non-grant revenue generated from health center program activities, in excess of what is necessary to support the HRSA-approved total Health Center program project budget, are utilized to further the objectives of the project, by benefiting the current or proposed patient population, and are not utilized for purposes that are specifically prohibited by the HRSA Health Center Program.
 - Subawardee annual UDS financial report Table 9D

14) Billing and Collections

- A. SUBAWARDEE will maintain clear registration, eligibility, outreach, and enrollment procedures specific to the homeless health center population being served.
 - Policies and Procedures for patient registration, financial screening and eligibility

- B. SUBAWARDEE will maintain billing policies and procedures for health center patients, actively bill to payers, and share specific details of health center patient billing and revenue with ACHCH staff upon request.
- Policies and procedures for health center patient billing and collections
 - Subawardee will provide annual reporting of health center patient revenue (UDS report Table 9D).
 - Subawardee policies and procedures showing how fees or charges are waived.
 - Annual: List of HCH health center patients charged any fees, amount, disposition
- C. SUBAWARDEE will participate and maintain enrollment in Medi-Cal, Medicare FQHC, and other public or private assistance or insurance programs.
- Medicare PTAN and Medicaid NPI numbers for provider
- D. A Fee Schedule for all services within the Health Center scope of project will be updated annually and shared with ACHCH program.
- Annual: Health Center Fee Schedule

15) Budget

- A. SUBAWARDEE will develop and maintain an annual budget that reflects projected costs, revenue, and staffing of SUBAWARDEE scope of project health center activities, identifying costs both supported with Federal and non-federal funding, consistent with Federal Cost Principles. This budget will be submitted and negotiated annually, and may be adjusted during the year.
- Copy of most recent annual budget.

16) Data Reporting Systems

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

17) Board Authority.

A. ACHCH maintains a governing board with specific responsibility for oversight and governance of the Health Center Program, which carries out its governance authorities and responsibilities in accordance with the provisions set forth by HRSA (including Health Center Program Compliance Manual). SUBAWARDEE will work cooperatively with the Alameda County Health Care for the Homeless Commission when requested, to support and guide ACHCH in its mission to provide comprehensive health care that is quality-driven, affordable and culturally competent to individuals experiencing homelessness in Alameda County, while ensuring compliance with HRSA grant requirements. SUBAWARDEE also works under the direction of their subawardee governing board which operates in compliance with HRSA Health Center requirements.

Subawardee attestation of compliance

**ATTACHMENT A3
ACHCH HRSA Notice of Award Grant Year 2025**



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H8000047
Federal Award Date: 11/06/2024

Recipient Information
<p>1. Recipient Name ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY Division Line: Alameda County Health Care for the Homeless Program 1404 Franklin St Ste 200 Oakland, CA 94612-3208</p> <p>2. Congressional District of Recipient 12</p> <p>3. Payment System Identifier (ID) 1946000501A1</p> <p>4. Employer Identification Number (EIN) 946000501</p> <p>5. Data Universal Numbering System (DUNS) 101373004</p> <p>6. Recipient's Unique Entity Identifier KGC1XEDLEVH3</p> <p>7. Project Director or Principal Investigator David Modersbach Grants Manager / Project Director david.modersbach@acgov.org (510)891-8916</p> <p>8. Authorized Official DAVID MODERSBACH ACHCH Authorized Official david.modersbach@acgov.org (510)891-8916</p>
Federal Agency Information
<p>9. Awarding Agency Contact Information Patrick Johnson Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) pjohnson3@hrsa.gov (301) 443-0157</p> <p>10. Program Official Contact Information Alison Wilson Public Health Analyst Bureau of Primary Health Care (BPHC) awilson@hrsa.gov (301) 287-0097</p>

Federal Award Information
<p>11. Award Number 5 H80CS00047-24-00</p> <p>12. Unique Federal Award Identification Number (FAIN) H8000047</p> <p>13. Statutory Authority 42 U.S.C. § 254b</p> <p>14. Federal Award Project Title Health Center Program</p> <p>15. Assistance Listing Number 93.224</p> <p>16. Assistance Listing Program Title Community Health Centers</p> <p>17. Award Action Type Noncompeting Continuation</p> <p>18. Is the Award R&D? No</p>

Summary Federal Award Financial Information	
19. Budget Period Start Date 01/01/2025 - End Date 12/31/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$2,304,790.00
20a. Direct Cost Amount	\$0.00
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$2,304,790.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$4,609,580.00
26. Project Period Start Date 01/01/2024 - End Date 12/31/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$32,284,991.00
28. Authorized Treatment of Program Income	Addition
29. Grants Management Officer – Signature	Leonora Fleming on 11/06/2024

30. Remarks

This grant is included under Expanded Authority

Master Contract No. 902012
Procurement Contract No. 27688 – Line 1



Notice of Award
Award Number: 5 H80CS00047-24-00
Federal Award Date: 11/06/2024

31. APPROVED BUDGET: (Excludes Direct Assistance)		33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)	
<input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation		YEAR	
		TOTAL COSTS	
		25	\$4,609,580.00
a. Salaries and Wages: \$0.00 b. Fringe Benefits: \$0.00 c. Total Personnel Costs: \$0.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$0.00 g. Travel: \$0.00 h. Construction/Alteration and Renovation: \$0.00 i. Other: \$4,609,580.00 j. Consortium/Contractual Costs: \$0.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 n. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$4,609,580.00 p. INDIRECT COSTS (Rate: % of S&W/TADC): \$0.00 i. Indirect Cost Federal Share: \$0.00 ii. Indirect Cost Non-Federal Share: \$0.00 q. TOTAL APPROVED BUDGET: \$4,609,580.00 i. Less Non-Federal Share: \$0.00 ii. Federal Share: \$4,609,580.00		34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)	
		a. Amount of Direct Assistance \$0.00	
		b. Less Unawarded Balance of Current Year's Funds \$0.00	
		c. Less Cumulative Prior Award(s) This Budget Period \$0.00	
		d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00	
		35. FORMER GRANT NUMBER H66CS00456	
		36. OBJECT CLASS 41.51	
		37. BHCMIS# 090870	
32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:			

a. Authorized Financial Assistance This Period	\$4,609,580.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$2,304,790.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	
	\$2,304,790.00

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 3980879	93.224	24H80CS00047	\$573,037.00	\$0.00	HCH	24H80CS00047
25 - 398879N	93.224	24H80CS00047	\$1,731,753.00	\$0.00	HCH	24H80CS00047

Bureau of Primary Health Care (BPHC)

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other

activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

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

Grant Specific Condition(s)

1. Due Date: Within 30 Days of Award Release Date

Submit a revised SF 424A, Line Item Budget, and Budget Narrative Justification for the Federal award amount noted on line 32a., Authorized Financial Assistance This Period on this Notice of Award (NoA). The Federal amount refers to only the Federal section 330 Health Center Program grant funding for this award, not all Federal grant funding that an applicant receives. Also include the budget breakdown for non-Federal resources. (Refer to budget requirements in the Service Area Funding Opportunity Announcement or Budget Period Renewal Non-Competing Continuation guidance for budget format.) The budget justification must detail the costs of each line item within each object class category. For the Personnel line item, you must include the following for each employee supported by funds from this award: name of employee; base salary; % FTE on the grant; and amount of Federal funds (wages and % of fringe benefits) to be paid for the budget year. This personnel information requirement also applies to subawards/subcontracts supported by Federal funds from this grant.

Federal grant funds may not be used to pay the salary of an individual at a rate in excess of Federal Executive Level II of the Federal Executive Pay scale (currently \$221,900). This amount reflects an individual's base salary exclusive of fringe benefits and income that an individual may be permitted to earn outside of the duties to the applicant organization (i.e., rate limitation only limits the amount that may be awarded and charged to HRSA grants.) Please contact your Grants Management Specialist for specific submission instructions.

Failure to submit the Federal Budget within 30 days will result in denial of access to

funds in the PMS account related to this Grant.

Grant Specific Term(s)

1. Health centers that purchase, are reimbursed for, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available to maximize results for the health center and its patients. Eligible health care organizations and covered entities that enroll in the 340B Drug Pricing Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.

2. You must comply with all Health Center Program requirements. The Health Center Program Compliance Manual (<https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) describes Health Center Program requirements and how health centers can demonstrate compliance. The Compliance Manual is the basis for HRSA’s compliance determinations, and you should reference it when you respond to Progressive Action condition(s) placed on your Notice of Award when HRSA finds an area of non-compliance.

For additional information on the Progressive Action process, refer to Chapter 2: Health Center Program Oversight of the Compliance Manual. If you elect to respond to a condition by demonstrating compliance in a manner alternative to the guidance specified in the Compliance Manual, the response must: 1) explicitly indicate that the health center is proposing an alternative means of demonstrating compliance; and 2) include an explanation and documentation of how this alternative explicitly demonstrates compliance with applicable Health Center Program requirements. All responses to conditions are subject to review and approval by HRSA.

3. This Notice of Award is issued based on HRSA’s approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under “Expanded Authority,” as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See “Prior-Approval Requirements” in the DHHS Grants Policy Statement:

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.

4. This action awards prorated funding support through June 30, 2025 based on your FY 2025 target funding under the Health Center Program. The balance of grant support for the FY 2025 budget period will be provided in a subsequent action based on the final FY 2025 Health Center Program appropriation.
5. Some Health Center Program award recipients carry out all or a portion of their project through the disbursement of Health Center Program federal award funds to another entity, referred to as a “subaward” as defined in 45 CFR part 75. A health center that makes a subaward(s) must document its determination that, at the time such a subaward is made, the entity that receives the subaward (the subrecipient) meets all the Health Center Program requirements applicable to the award recipient’s Health Center Program Federal award.

During the period of performance, HRSA will require that you submit each subrecipient agreement for review and provide documentation of your subrecipient’s compliance with applicable Health Center Program requirements. This includes but is not limited to documentation demonstrating compliance with requirements found in Section 330 of the PHS Act (42 U.S.C. § 254b), 42 CFR part 51c and 42 CFR part 56 (for Community and Migrant Health Centers, respectively). All subrecipients must also comply with applicable requirements, particularly those outlined in 45 CFR 75.351-353. Refer to Chapter 12: Contracts and Subawards of the Health Center Program Compliance Manual for additional information.

Certain entities may be eligible to receive additional federal benefits associated with the receipt of Health Center Program funding - including Federally Qualified Health Center (FQHC) payment rates under Medicaid and Medicare, 340B Drug Pricing, and Federal Tort Claims Act (FTCA) coverage. However, you and/or subrecipients may have to meet additional requirements and take additional actions to receive them.

- For questions related to FQHC payment rates, visit [the CMS FQHC Center \(https://www.cms.gov/medicare/payment/prospective-payment-systems/federally-qualified-health-centers-fqhc-center\)](https://www.cms.gov/medicare/payment/prospective-payment-systems/federally-qualified-health-centers-fqhc-center).
- For questions related to 340B Drug Pricing, visit [the HRSA's Office of Pharmacy Affairs Registration site](#)

(<https://www.hrsa.gov/opa/registration>).

- For questions related to FTCA coverage, review the [Federal Tort Claims Act](#)

[Health Center Policy Manual](#)

(https://bphc.hrsa.gov/sites/default/files/bphc/compliance/ftc_ahc-policy-manual.pdf).

Program Specific Term(s)

1. If you use federal funds toward the costs of acquiring a building, including the costs of amortizing the principal of or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Award (NoA) for assistance regarding Federal Interest in the property within 60 days of the release date of this NoA.
2. A health center's total budget includes the Health Center Program Federal award funds and all other sources of revenue in support of the health center scope of project. The non-federal share of the project budget includes all program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services. The non-federal share also includes other revenue sources such as state, local, or other federal awards or contracts and income from fundraising, donations, and contributions (non- grant funds).
The description of "Authorized Treatment of Program Income" under the "Addition" alternative, as cited elsewhere in this Notice of Award, is superseded by the requirements in section 330(e)(5)(D) of the PHS Act relating to the use of non-grant funds. Under this statutory provision, health centers shall use non-grant funds, including funds in excess of those originally expected, "as permitted under section 330," and may use such funds "for such purposes as are not specifically prohibited under section 330 if such use furthers the objectives of the project." Under 45 CFR 75.351(a), subrecipients (entities that receive a subaward from a pass-through entity for the purpose of carrying out a portion of a Federal award received by the pass-through entity) are responsible for adherence to applicable Federal program requirements specified in the Federal award, including those that apply to non-grant funds.

3. You must submit your annual Uniform Data System (UDS) performance report as instructed by the Program Office. If you do not submit a complete UDS report by the deadline, HRSA may place conditions or restrictions on your award. Restrictions may include requiring prior approval for all drawdowns of Health Center Program award funds from the Payment Management System from the HRSA Division of Grants Management Operations. It may also affect your eligibility to receive future supplemental funding. HRSA also requires participation in our UDS+ initiative, which includes submission of deidentified, patient-level data. Please continue to check our [UDS Modernization Website \(https://bphc.hrsa.gov/data-reporting/uds-training-and-technical-assistance/uniform-data-system-uds-modernization-initiative\)](https://bphc.hrsa.gov/data-reporting/uds-training-and-technical-assistance/uniform-data-system-uds-modernization-initiative) for updates on UDS+ requirements.
4. Unless there is a restriction on this Notice of Award, you are authorized to carry over up to 25 percent of your awarded funds if they are unobligated at the end of a budget period. If you carry over an unobligated balance, you must notify HRSA and report the amount to be carried over. This notification must be provided under item 12, "Remarks," on the initial submission of the Federal Financial Report (FFR). In this section of the FFR, you must also provide details regarding the source of the unobligated balance (UOB) to be carried over (e.g., the specific supplemental awards or base operational funding). If you wish to carry over UOB in excess of 25% of the total amount awarded, you must submit a prior approval request for carryover in the HRSA Electronic Handbooks (EHBs). Contact your Grants Management Specialist with any questions.
5. If you receive funding through the Health Care for the Homeless Program (Section 330(h)) or the Public Housing Primary Care Program (Section 330(i)), you must maintain or increase the level of services that you provide to these populations. You must use this program funding to supplement, and not supplant, any current expenditures that target these populations. This includes the value of in-kind contributions for services to these populations. (Section 330(h)(3) and (i)(2) of the Public Health Service (PHS) Act (42 U.S.C. 254b)).
6. According to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortions, except in cases of rape or incest, or when a physician certifies that the woman has a physical disorder, physical injury, or physical illness that would place

her in danger of death unless an abortion is performed.

7. You are required to submit an annual Budget Period Progress Report (BPR). In your BPR you will report on progress you've made since your last Service Area Competition or BPR submission, and you will describe expected changes for the upcoming budget period. HRSA must approve the BPR before we release funding for following years. Funding also depends on Congressional appropriation, program compliance, organizational capacity, and a determination that continued funding would be in the best interest of the federal government. If HRSA does not receive your BPR by the deadline, or if your BPR is incomplete or non-responsive, there could be a delay in Notice of Award (NoA) issuance or a lapse in funding.
8. You must submit a separate Medicare Federally Qualified Health Center (FQHC) enrollment application for each site at which you provide services. This includes both permanent sites and seasonal sites under your HRSA scope of project (refer to <https://bphc.hrsa.gov/programrequirements/scope.html> for more information). You must enroll each permanent site as an FQHC in Medicare and submit claims using its unique FQHC Medicare billing number to your Medicare Administrative Contractor (MAC) to receive FQHC reimbursement.
To enroll in Medicare, first obtain a National Provider Identifier (NPI) at <https://nppes.cms.hhs.gov/>. You may enroll in Medicare electronically via the Medicare Provider Enrollment, Chain, and Ownership System (PECOS) available at <https://pecos.cms.hhs.gov>. PECOS automatically routes applications to the appropriate Medicare Administrative Contractor (MAC) for review and approval. While HRSA encourages you to submit an electronic application, you may submit a paper application, available at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/Downloads/cms855a.pdf>. To identify the address of the MAC in your state where you should mail your application, refer to <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/MedicareProviderSupEnroll/index?redirect=/MedicareProviderSupEnroll>. Please note, when enrolling new sites (specifically, when HRSA approves a new service site through the change in scope process or through a funded application), you must provide the Notice of Award that documents HRSA approval of the new site as part of the initial enrollment process with CMS. A copy of the Form 5B: Service Sites list from EHBs will not be acceptable documentation for a new site. For information on

enrollment of sites as FQHCs see: <https://www.cms.gov/medicare/provider-enrollment-and-certification/become-a-medicare-provider-or-supplier>

As a reminder, CMS requires each FQHC (specifically, each health center site) enrolled in Medicare to revalidate its enrollment information every five years, though CMS may request more frequent revalidations. Health centers may look up the revalidation due date for each Medicare enrolled FQHC by using this tool:

<https://data.cms.gov/tools/medicare-revalidation-list>.

Contact your State Medicaid office to determine the process and timeline for enrolling as an FQHC in Medicaid to become eligible for Medicaid reimbursement.

9. You are responsible for making sure your Health Center Program scope of project is accurate. This includes updating or requesting prior approval for significant changes to the scope of project. Your scope of project includes the approved service sites, services, providers, service area, and target population which are supported (fully or in part) by your total approved health center budget. In addition, the scope of project serves as the basis for eligibility for associated programs, such as Medicare and Medicaid Federally Qualified Health Center (FQHC) enrollment and reimbursements, Federal Tort Claims Act coverage, and 340B Drug Pricing. Documenting and maintaining an accurate scope of project is critical to overseeing and managing programs funded under section 330 of the PHS Act.

You must submit requests to change the approved scope of project via the HRSA Electronic Handbooks (EHBs) Change in Scope Module. Refer to the Scope of Project webpage (<http://www.bphc.hrsa.gov/programrequirements/scope.html>) for details about changes to sites, services, service area zip codes, and target population(s).

10. The Centers for Medicare and Medicaid Services (CMS) Emergency Preparedness Final Rule outlines the requirements for Medicaid and Medicare providers and suppliers, including federally qualified health centers (FQHCs), to develop and maintain an emergency preparedness communication plan and develop and maintain annual training and testing programs. Health Center Program award recipients must comply with all applicable Federal statutes and regulations including these CMS requirements. For questions on the CMS Emergency Preparedness FQHC requirements contact: SCGEmergencyPrep@cms.hhs.gov

11. We expect you to coordinate with your Primary Care Association (PCA) when

developing an emergency communication plan. PCAs can assist you with emergency preparedness, response, and recovery planning. During emergencies, you should make reasonable efforts to respond to requests for information from your PCA. PCAs collect critical information from health centers during and after emergencies, and they are able to connect you with regional and state emergency response plans and activities. PCAs also share this critical information with HRSA and other U.S. Department of Health and Human Services offices as needed.

12. You may use Health Center Program funding to support activities that advance your cyber resiliency, including activities such as:

- Cybersecurity staff, contractor support, and tools including cybersecurity cloud services.
- Costs associated with developing, implementing, and ensuring personnel are trained in cyber security practices.
- Assessment, evaluation, and installation of infrastructure capabilities and systems for preventing and responding to cyber-attacks including malware, spyware, phishing, trojans, distributed denial of Service (DDoS) attacks, and ransomware.
- Development and implementation of a cybersecurity continuity of operation plan to increase capabilities and mitigate the impact of cyber-attacks.
- Cybersecurity insurance.

resources at <https://www.cisa.gov/resources-tools/resources/free-cybersecurity-services-and-tools>. We also encourage you to reach out to your [Health Center Controlled Network](#), which may have additional resources.

13. Health Center Program funds may be used to purchase supplies necessary for use by health center patients to access in-scope services via telehealth or virtual care or to support such services via remote monitoring technology. Items may include health and wellness-related technology hardware and software, computer and mobile phone applications, and devices that support patient participation in virtual appointments, remote home monitoring, and engagement in care through telemedicine. If you choose to use HRSA funds to purchase supplies for these

purposes, be aware that funds may not be used to provide these items as incentives to individuals to induce them to select the health center as their provider.

Additionally, you must ensure such purchases align with your organization's policies and procedures, and maintain appropriate records and cost documentation as required by [45 CFR §75.302](#). HRSA encourages you to review the following guidance on the federal anti-kickback and physician self-referral law. You cannot provide incentives conditioned on an individual's past or anticipated future use of services that are reimbursable in whole or in part by federal health care programs. For specific inquiries, please contact OIGComplianceSuggestions@oig.hhs.gov.

- [Office of Inspector General Safe Harbor Regulations \(https://oig.hhs.gov/compliance/safe-harbor-regulations/index.asp\)](https://oig.hhs.gov/compliance/safe-harbor-regulations/index.asp)
- [Final Rule: Safe Harbor for Federally Qualified Health Centers Arrangements Under the Anti-Kickback Statute \(https://oig.hhs.gov/authorities/docs/07/HealthCenterSafeHarbor.pdf\)](https://oig.hhs.gov/authorities/docs/07/HealthCenterSafeHarbor.pdf)
- [Office of Inspector General Fraud and Abuse Laws \(https://oig.hhs.gov/compliance/physician-education/fraud-abuse-laws/\)](https://oig.hhs.gov/compliance/physician-education/fraud-abuse-laws/)

Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the [General Terms and Conditions \(https://www.hrsa.gov/grants/general-terms-conditions\)](https://www.hrsa.gov/grants/general-terms-conditions). HRSA awards are based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

Reporting Requirement(s)

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

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the

project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (**PMS Self-Service Web Portal** (https://gditshared.servicenowservices.com/hhs_pms?id=hhs_create_case_form&sub_project=HHS.PMSvs)), or calling 877-614-5533.

2. **Due Date: Annually (Calendar Year) Beginning: 01/01/2025 Ending: 12/31/2025, due 45 days after end of reporting period.** You must submit your UDS report annually on or before February 15. Contact the UDS Support Line at 1-866-837-4357 or udshelp330@bphcdata.net for additional instructions or questions. Reporting technical assistance is available on the UDS Resources webpage (<https://bphc.hrsa.gov/datareporting/index.html>).

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

Contacts

NoA Email Address(es):


Name	Role	Email
David Modersbach	Business Official	david.modersbach@acgov.org
David Modersbach	Authorizing Official, Program Director, Point of Contact	david.modersbach@acgov.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

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Attachment A4 ACHCH HRSA 5A Scope of Project

 **Self Updates: Se**

▼ H80CS00047: ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY, Oakland, CA

Grant Number: H80CS00047

BHCHMIS ID: 090870

Project Period: 11/01/2001 - 12/31/2026

Budget Period: 01/01/2024 - 12/31/2024

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

Additional Services			
Service Type	Service Delivery Methods		
	Column I. Direct (Health Center Pays)	Column II. Formal Written Contract/ Agreement (Health Center Pays)	Column III. Formal Written Referral Arrangement (Health Center DOES NOT pay)
Additional Dental Services		X	
Behavioral Health Services			
Mental Health Services	X	X	
Optometry		X	
Environmental Health Services	X	X	X
Complementary and Alternative Medicine		X	
Additional Enabling/Supportive Services	X	X	

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Self Updates: Services details

▼ H80CS00047: ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY, Oakland, CA

Grant Number: H80CS00047

BHCHMS ID: 090870

Project Period: 11/01/2001 - 12/31/2025

Budget Period: 01/01/2024 - 12/31/2024

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

Additional Services			
Service Type	Service Delivery Methods		
	Column I. Direct (Health Center Pays)	Column II. Formal Written Contract/ Agreement (Health Center Pays)	Column III. Formal Written Referral Arrangement (Health Center DOES NOT pay)
Additional Dental Services		X	
Behavioral Health Services			
Mental Health Services	X	X	
Optometry		X	
Environmental Health Services	X	X	X
Complementary and Alternative Medicine		X	
Additional Enabling/Supportive Services	X	X	

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Self Updates: Services details | EU | HRSA EHBs

<https://grants2.hrsa.gov/WebSCPEExternalInterface/Common/SelfUpdat>

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

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Attachment A5 – HRSA Form 5B ACHCH Scope of Services Sites

BPHC Site #	Name of Site	Address	Hours per Week	Hours of Operation	Service provided by	Services Offered
BPS-H80-038381	ACHCH Bay Area Community Health Street Health Team Zone 1 Mobile Unit	39500 Liberty St, Fremont, CA 94538	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-029834	ACHCH Bay Area Community Health Street Health Zone 2 Mobile Unit	39500 Liberty St, Fremont, CA 94538	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-029881	ACHCH Lifelong Downtown Oakland Street Health Team Zone 9 Mobile Health Unit	386 14th St, Oakland, CA 94612	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-031804	ACHCH Lifelong Downtown South Berkeley Street Health Team Zone 13 Mobile Health Unit	3075 Adeline St Ste 280, Berkeley, CA 94703	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-031806	ACHCH Lifelong Emeryville-W.Oakland Street Health Team Zone 12 Mobile Health Unit	3075 Adeline St Ste 280, Berkeley, CA 94703	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs

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BPS-H80-036693	ACHCH Lifelong North Oakland Street Health Team Zone 11 Mobile Health Unit	386 14th St, Oakland, CA 94612	40	Mon-Friday 9-4pm	subaward ee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-031803	ACHCH Lifelong North/West Berkeley Albany Street Health Team Zone 14 Mobile Unit	3075 Adeline St Ste 280, Berkeley, CA 94703	40	Mon-Friday 9-4pm	subaward ee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-029835	ACHCH Lifelong West Oakland Street Health Team Zone 10 Mobile Health Unit	10700 Macarthur Blvd, Oakland, CA 94605	40	Mon-Friday 9-4pm	subaward ee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-038367	ACHCH ROOTS Street Health Zone 6 Mobile Unit	9925 International Blvd #5, oakland, CA 94603	35	Mon-Thurs 9-4pm	subaward ee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-038380	ACHCH ROOTS Street Health Zone 7 Mobile Unit	9925 International Blvd, Oakland, CA 94603	35	Mon-Thurs 9-4pm	subaward ee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-017370	ACHCH Shelter and Street Health Services	384 14th St, Oakland, CA 94612	40	Mon-Fri 8:30-4pm	Directly Provided	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-028259	ACHCH StreetHealth Team Mobile Unit	384 14th St, Oakland, CA 94612	40	Mon-Friday 9-4pm	Directly Provided	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-029836	ACHCH Tiburcio Vasquez Health Center Zone 3 Street	22331 Mission Blvd, Hayward, CA 94541	40	Mon-Friday 9-4pm	subaward ee	Street-based primary care, SUD, BH, enabling svcs

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	Health Mobile Unit					
BPS-H80-031807	ACHCH Tiburcio Vasquez Health Center Zone 4 Mid County Street Health Mobile Unit	16110 E 14th St, San Leandro, CA 94578	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-031805	ACHCH Tiburcio Vasquez Health Center Zone 5 Alameda-San Leandro Street Health Mobile Unit	16110 E 14th St, San Leandro, CA 94578	40	Mon-Friday 9-4pm	subawardee	Street-based primary care, SUD, BH, enabling svcs
BPS-H80-036087	AHS Bridge Clinic	1411 East 31st St. OA Wing, 1st Floor Rooms 12, 13, 19, 21A, 21C, 22-24, 26-28, 30-32, Oakland, CA 94602	30	M-Thurs 8:30-5PM	subrecipient	SUD MOUD/MAT BH services
BPS-H80-018423	AHS HCH Mobile Health Clinic #1	6955 Foothill Blvd, Oakland, CA 94605	30	Mon-Fri 8:30-4pm	subrecipient	Portable primary care, SUD, BH, enabling svcs
BPS-H80-027909	AHS HIGHLAND E1-E2 CLINIC	1411 E.31ST STREET, BLDG E FLOORS 1 and 2, OAKLAND, CA 94602	50	Mon-Fri 8:30-5:30	subrecipient	Dental Care and Enabling Services
BPS-H80-034861	AHS Portable Dental Care	1411 E.31st Street Bldg E Floors 1&2, Oakland, CA 94602	40	Mon-Fri 8:30-4:00	subrecipient	Portable dental Care
BPS-H80-017576	ALAMEDA COUNTY HEALTH CARE	1404 Franklin St Ste 200, Oakland, CA 94612	40	Mon-Fri 9-5pm	Directly Provided	Admin

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	SERVICES AGENCY -- HEALTH CARE FOR THE HOMELESS PROGRAM -- ADMINISTRATI VE OFFICES					
BPS- H80- 012541	ALAMEDA HEALTH SYSTEM AMBULATORY HEALTH CARE SERVICES	15400 FOOTHILL BLVD BLDG A 38, SAN LEANDRO, CA 94578	40	Mon-Fri 9:00- 5:00	subrecipie nt	Admin
BPS- H80- 032806	Alameda Health System Highland Care Pavilion Specialty Care	Highland Care Pavilion Floors 4 & 5, Highland General Hospital Campus, 1411- E.31st Street, Oakland, CA 94602	48	Mon-Sat 8:30- 5:30	subrecipie nt	Specialty Care Services
BPS- H80- 004681	EASTMONT WELLNESS	6955 Foothill Blvd, Oakland, CA 94605	40	8:30- 5:30	subrecipie nt	Comprehensi ve Primary Care, Dental, BH, SUD, Specialty, Enabling Svcs
BPS- H80- 014473	HAYWARD WELLNESS	664 SOUTHLAND MALL, HAYWARD, CA 94545	60	Mon-Sat 8:30- 5:30	subrecipie nt	Comprehensi ve Primary Care, BH, SUD, Specialty, Enabling Svcs
BPS- H80- 021545	HIGHLAND WELLNESS	Koret Building Floors 6 & 7 Highland General Hospital Campus 1411 E. 31st Street, Oakland, CA 94602	50	M-S 8:30- 5:30	subrecipie nt	Comprehensi ve Primary Care, BH, SUD, Specialty, Enabling Svcs

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BPS-H80-018422	Lifelong Trust Health Center	386 14th St, Oakland, CA 94612	40	M-F 8:30-4:30pm	subawardee	Comprehensive Primary Care, BH, SUD, Specialty, Enabling Svcs
BPS-H80-002983	NEWARK WELLNESS	6066 Civic Terrace Ave, Newark, CA 94560	40	M-S 8:30-5:30	subrecipient	Comprehensive Primary Care, BH, SUD, Specialty, Enabling Svcs
PENDING	Fairmont Respite	2055 Fairmont Dr., San Leandro CA 94578	15	TBD	subawardee	SUD/MAT Services
PENDING	Cardea BH Bridge Housing	4919 Coliseum Way, Oakland CA 94601	15	TBD	subawardee	SUD/MAT Services

Attachment A6– ACHCH Grants Management Health Center Policy

Required HRSA Health Center Grants Management Policies 2024

PURPOSE

The purpose of this Policy is to clarify the requirements mandated by the FY 2023 Consolidated Appropriations Act, 2023 (Public Law 117-328) signed into law on December 29, 2022. The intent of this Policy is to describe ACHCH policy on the following statutory provisions that limit the use of funds on HRSA grant funding.

In no manner are any of the following restrictions meant to restrict health center patient access to health care services including syringe exchange and harm reduction services or abortion or related services. The HCH program may continue to provide access to said services within applicable laws, however, this HRSA-mandated Policy solely serves to describe specific areas in which the expenditure of federal grant funds are prohibited by federal law.

SCOPE/COVERAGE

Applies to all services within the HRSA-approved Scope of Project of the HCH program whether delivered directly by Alameda County employees or under contract or subrecipient agreements.

PROVISIONS

1. Confidentiality Agreements

No HRSA health center grant funds shall be used for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

2. Salary Limitation

No ACHCH HRSA health center grant funds shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of federal Executive Level II.

3. Gun Control

No ACHCH HRSA health center grant funds may be used, in whole or in part, to advocate or promote gun control.

4. Anti-Lobbying

No ACHCH HRSA health center grant funds shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself. The above prohibitions shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control. No federal grant funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

5. Acknowledgment of Federal Funding

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the Alameda County HCH program shall clearly state – (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non- governmental sources."

6. Restriction on Abortions

No ACHCH HRSA health center grant funds shall be expended for any abortion. No HRSA health center grant funds shall be expended for health benefits coverage that includes coverage of abortion. The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement."

7. Exceptions to Restriction on Abortions

The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman

suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds). Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

The ACHCH program shall not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. The term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan."

8. Ban on Funding of Human Embryo Research

No ACHCH HRSA health center grant funds may be used for – (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

9. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

No ACHCH HRSA health center grant funds may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

10. Restriction of Pornography on Computer Networks

No ACHCH HRSA health center grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. ACHCH as part of Alameda County Information Systems ensures that regular scanning and firewalls are part of health center IT systems and enforces countywide policies around inappropriate computer use.

11. Restriction on Purchase of Sterile Needles

No ACHCH HRSA health center grant funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug, unless the CDC has determined that the area is experiencing -- or is at risk for -- a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and the health center has received HRSA approval for said syringe exchange activities.

**EXHIBIT B
PAYMENT TERMS**

Contracting Department: Alameda County Health (ACH)
Health and Homeless Services (H&H)
Contractor Name: Cardea Health
Contract Period: 10/1/2024-9/30/2025
Contract Amount: \$375,000
Types of Services: Substance Use Services
Procurement Contract Number: 27688

I. Budget Summary –

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

Annual Budget

**Year 1 Budget
10/1/24-9/30/2025**

Program Revenue	FTE	Hourly	Annual
Medical director	0.1	\$149.00	\$26,829
Peer Navigator/SUN	1.6	\$36.00	\$120,130
Program administration fee (10%)			\$34,091
Nurse Practitioner	0.5	\$115.00	\$147,238
Supplies			\$5,000
Data collection (data specialist being hired)	0.5	\$40.00	\$41,712
Total Amount Not-To-Exceed			\$375,000

Terms and Conditions of Payment

A. Reimbursement

1. Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Procurement Contract shall not exceed **\$375,000**. The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **10/15/25**.
2. Contractor shall submit invoices, with all required progress reports in accordance

with the reporting requirements, to Alameda County Health agency (ACH).

3. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
4. County shall use its best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days of receipt, review, and approval of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health agency.
5. All costs paid for by the federal award must be allowable consistent with the Federal Cost Principles detailed in 45 CFR 75 Subpart E: Cost Principles and in compliance with federal legislative mandates outlined in [HRSA Grants Policy Bulletin 2019-02E](https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/grants-policy-bulletin-2019-02.pdf) (<https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/grants-policy-bulletin-2019-02.pdf>).

B. Invoicing Procedures

Contractor shall submit a completed payment invoice to Alameda County on a monthly basis for operational and program-related expenditures incurred by Contractor while providing and/or arranging for the provision of services pursuant to this Agreement. Invoice shall include a variance column to display the percentage of annual budgeted amount to actual amount spent to date. Contractor or designee certifying the delivery of services shall sign invoices and the accuracy of the information provided in these documents. Each invoice shall include the name and telephone number of a designated contact person for follow-up purposes.

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

ALAMEDA COUNTY HEALTH
ATTN: LUCY KASDIN, ACHCH PROGRAM DIRECTOR
1404 FRANKLIN STREET STE 300
OAKLAND CA 94612

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

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CARDHEA-01

JPARRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2024

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

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

PRODUCER The Mahoney Group - Phoenix 20333 North 19th Avenue, Suite 200 Phoenix, AZ 85027	CONTACT PHONE (A/C No. Ext): (623) 215-1300 FAX (A/C No.): (623) 215-1333	
	EMAIL ADDRESS:	
INSURED Cardea Health 1850 Mountain Blvd Oakland, CA 94611	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Philadelphia Indemnity Ins. Co 18058	
	INSURER B : COPPERPOINT INSURANCE COMPANY 14216	
	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.

INSTR 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2570135-002	6/24/2024	6/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2570135-002	6/24/2024	6/24/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB869788-002	6/24/2024	6/24/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1041676	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			PHPK2570135-002	6/24/2024	6/24/2025	Occurence \$ 3,000,000
A	Professional Liabili			PHPK2570135-002	6/24/2024	6/24/2025	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 schedule, may be attached if more space is required)
 Directors & Officers Liability
 \$1,000,000 D&O Liability
 Scottsdale Insurance Company
 EK13517867
 3/19/2024-6/24/2025

 Directors & Officers Liability - \$1,000,000 Excess D&O Liability
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY HEALTH CARE FOR THE HOMELESS 1404 Franklin Street, Suite 200 Oakland, CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Master Contract No. 902012
Procurement Contract No. 27688 – Line 1

AGENCY CUSTOMER ID: CARDHEA-01

JPARRA

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Mahoney Group - Phoenix		NAMED INSURED Cardea Health 1850 Mountain Blvd Oakland, CA 94611	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Great American Insurance
 APXE913704
 3/19/2024-6/24/2025

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are defined as additional insured with respects to the general liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. A Waiver of subrogation in favor of Certificate Holder applies to the general liability if required or agreed to in a written contract subject to all provisions and limitations of the policy.

POLICY NUMBER: PHPK2570135

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you,

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

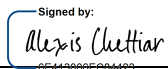
CONTRACTOR:	Cardea Health	
PRINCIPAL:	Alexis Chettiar	TITLE: Chief Executive Officer
SIGNATURE:		DATE: 3/5/2025

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

I. RECITALS

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA

Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary

determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

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

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

VIII. MISCELLANEOUS

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

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

CONTRACTOR:

Name: Cardea Health

By (Signature):  Signed by:
REA13006EC84423

Print Name: Dr. Alexis Chettiar

Title: Chief Executive Officer

Exhibit F
Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

1. Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:
2. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.

3. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
4. Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection

form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

Exhibit G

Qualified Service Organization Agreement- 42 CFR Part 2

This Exhibit, the Qualified Service Organization Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Program”) and Cardea Health, (“Contractor” or “Qualified Service Organization”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

The County hereby enters into a qualified service organization agreement, whereby Contractor agrees to provide certain services, a description of which is presented in Exhibit A(s), attached to the Agreement.

Furthermore, Contractor:

1. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 Code of Federal Regulations (CFR) Part 2.
2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the Federal Confidentiality Regulations, 42 CFR Part 2.
3. Acknowledges that Contractor and any subcontractor or legal representative are or will be fully bound by the provisions of 42 CFR Part 2 upon receipt of the patient identifying information received pursuant to a patient consenting to disclosure of their records under 42 CFR Part 2, § 2.31 for payment and/or health care operation activities, and, as such that each disclosure shall be accompanied by the notice required under § 2.32. To the extent applicable, Contractor shall comply with the requirements of §2.33, subsections b and c, including any requirement for a written contract with an applicable subcontractor or legal representative.
4. To the extent applicable under 42 CFR Part 2, § 2.53, Audit and Evaluation, subsections a, b, and c, the parties agree to comply with applicable requirements to (i) maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 CFR Part 2, §2.16; (ii) retain records in compliance with applicable federal, state, and local record retention laws; and (iii) comply with the limitations on disclosure and use in 42 CFR Part 2, § 2.53(d).

This EXHIBIT, the Qualified Service Organization Agreement, is hereby executed and agreed to by

CONTRACTOR:

Name: Cardea Health

By (Signature):

Signed by:

6E413006EC84423...

Print Name:

Dr. Alexis Chettiar

Title:

Chief Executive Officer