

ITEM	DISCUSSION	DECISION/ACTION
	<p>There will be an hour to cover MHAB business at the top of the hour of the meeting, which will include approval of the minutes and subcommittee reports.</p> <p>b) JIMHT Presentation (June?)</p> <p>Carol Burton may have a presentation and materials for review in June. Would like to invite her to the MHAB meeting on June 21<sup>st</sup>. ACBH staff will reach out to Carol Burton in preparation of the meeting.</p> <p>Dr. Tribble would like to focus on the Forensic presentation that was presented at the Health Committee on May 10<sup>th</sup>. She would like to provide an update and the next steps. Mostly with anticipation of the Director's Report and when Carol comes to the MHAB that at least there will be some context where the county is in the process.</p> <p>Would also be a good idea to attach the presentation from the Health Committee meeting on May 10<sup>th</sup>, and if Dr. Tribble will just provide the highlight, and we could allow the MHAB to ask questions.</p> <p>There is also a 1-page document that might also be helpful, just as a quick reference sheet. Will attached to meeting agenda for Monday's meeting.</p> <p>Member Leftwich mentioned that at the next Criminal Justice Committee (CJC) Meeting, James and Juan present to speak about the new position and about the DOJ report. One of the things the committee has been focusing on is the definition for serious mental illness, this is something that has been rather challenging and feel strongly that there needs to be a mutually agreed upon definition. Because otherwise it's going to be very hard for anybody to assess the effectiveness of county programs if we don't agree on who is and isn't seriously mental ill, and we want to bring back to the Board to discuss and vote</p>	<p>ACBH staff will reach out to Carol Burton in preparation of the MHAB main meeting in June.</p>

ITEM	DISCUSSION	DECISION/ACTION
	<p>on. We've been going back and forth with Dr. Chapman who was at last month's meeting.</p> <p>Member Bloom agreed that the CJC would be a good place to have a deeper discussion regarding the Care First, Jails Last resolution. He also thought it may be a good idea to mentioned the DOJ investigation and their findings. He mentioned the MHAB is cited 6 or 7 times in the document from the 2015 Annual Report, and think the MHAB should take the report seriously, and use it to focus discussions and questions, whether it happens on Monday, this is certainly something the CJC will be focusing on.</p> <p>The report in is sort of written in 2 parts, one focus on the overutilization of inpatient institutions like John George and Villa, and the second part really focuses on Santa Rita Jail, and the conclusions they draw after a lot of site visits and interviews at SRJ.</p> <ul style="list-style-type: none"> <li>c) Bylaws Presentation (July?)</li> <li>d) CalAim Presentation (ADULT COMMITTEE?)</li> </ul> <p>Would like to have a presentation at a future Adult Committee meeting. Will need to check-in with Marsha to schedule this for a future meeting. Vice Chair Louis will follow-up.</p> <p><b>B. Bylaws Update</b></p> <p>Member Leftwich is working on the bylaws, with the plan to bring back to the full board to vote at the MHAB main meeting on July 19th. Julie will send the bylaws to County Counsel and the ad hoc committee. Will dedicate time on the July meeting agenda. Invite County Counsel to attend the meeting in July.</p> <p><b>C. Annual Report</b></p> <p>Member Leftwich has requested information from committee chairs for the Annual Report, and once the information is received she will draft the report.</p>	

ITEM	DISCUSSION	DECISION/ACTION
<p><b>MHAB Staff Report</b></p>	<p>D. DOJ Report</p> <p>Julie and Brian will acknowledge and mention the discussion at the CJC on meeting next Wednesday, May 19<sup>th</sup> at Monday's MHAB meeting. Could possibly build out some action items and next steps to go into a maybe a larger board meeting. The resolution can be discussed maybe in June at a CJC committee meeting. Bring back to MHAB meeting in June. Will attach the report to the agenda for Monday's meeting.</p> <p>E. BOS Resolution: Care First, Jails Last</p> <p>The Care First, Jails Last resolution is slated to be heard by the BOS on May 25th, and it may be helpful for the board members that were not in attendance or listening to the Health Committee meeting get a sense of what was the discussion and the kind of impact.</p> <p>Vice Chair has spoken with Chair Davis as this may be something the CJC would be willing to lift up for a deeper conversation in a future meeting. The resolution is a big deal and there is piece involving the MHAB having sort of a reporting role as part of the latest iteration resolution. Wanting to have an opportunity to discuss that in a forum, and what that may look like.</p> <p>Resolution will be mentioned during the Director's Report at the MHAB meeting. Will attach resolution to meeting agenda for Monday's meeting.</p> <ul style="list-style-type: none"> <li>Member Leftwich would also like to have time on the July MHAB meeting to have a discussion and have the board weigh in on the definition of serious mental illness. There can be an opportunity for public comment and get the board's feedback.</li> </ul> <p>The clinical definitions are helpful, but need to come up with a definition that objective and quantifiable.</p>	
<p><b>MHAB Staff Report</b></p>	<p>A. MHAB Meet and Greet</p>	

ITEM	DISCUSSION	DECISION/ACTION
	<p>The meet and greet is tentatively scheduled for May 24<sup>th</sup>, have received a few RSVPs. Will need to circle back to members to see if that will work, if not will reschedule for a different time.</p> <p>B. Website – Update and Accessibility Sarina is working with the consultants on the new MHAB webpage, this is still in progress, and Sarina has been in communication with Lee. Also, Lee has requested a bio and headshot from MHAB members, and an email was sent to members. We haven't received many back, but they are coming in. Lee is also planning to mention at Monday's MHAB meeting, along with the Meet and Greet.</p> <p>C. Annual Banquet Update The venue is reserved for October 14<sup>th</sup>. 2021. Asia has contacted with the venue regarding guidelines for hosting events. There is a plan for the venue to re-open on June 15<sup>th</sup>. Vice Chair mentioned that the forming ad hoc committee, and this should probably be added to the Executive Committee agenda in June. There will need to be invitations sent, also need to ensure the mailing list are up to date, ordering the awards, and revisiting the award categories. There was a discussion about having a hybrid event, with some in-person and live stream event.</p>	<p>Plan to schedule an ad hoc committee to plan for the Annual Awards Banquet.</p>
<p><b>Public Comment</b></p>	<p>Jordan Jones would like to see an agency forum to discuss the potential involvement with data aggregation for South County, to have an understanding of some of the unmet needs of South County, as well the collaboration and dissemination of the knowledge that comes from the CATT program. The Fremont PD are engaging individuals with mental health needs in the community, as far as an opportunity to divert folks that don't necessarily need to be on a hold, that don't meet the 5150 criteria. That team has completed a significant amount of assessment on the community in South County, specially in Fremont. I'm just looking for some agency discussion of how we might be able to interact and engage with the Mental Health Board.</p>	

ITEM	DISCUSSION	DECISION/ACTION
	<p>Alison Monroe has some concern about the first part of the DOJ report that talks about John George and Villa Fairmount. The consultants are experts who put the report together and have a point of view. The report has some useful information about the justice involved system, and some anecdotes and things that happened. Most of the report regarding Villa Fairmount and John George seem to assume that if you interview people, and they think they don't belong in those facilities, that they should not be there. This is shocking and puzzling as to what to do about this because people are making use of the report in so many ways because the county is so concerned about it. It may be a good idea to discuss the report. If you all have any ideas how to deal with the quandary.</p>	
<p><b>Adjournment</b> Minutes submitted by A. Jenkins</p>	<p>Adjourned at 4:45 PM</p>	

Minutes submitted by A. Jenkins

**Works-Wright, Jamie**

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**From:** Works-Wright, Jamie  
**Sent:** Thursday, June 3, 2021 7:22 AM  
**To:** Works-Wright, Jamie  
**Subject:** Items for the MHC agenda for June

Hello Commissioners,

Please submit any topics for the agenda for June's meeting by Monday, June 7.  
Any items you would like to have in the packet need to be turned in by June 11th.

Thank you for your time

Jamie Works-Wright

## Works-Wright, Jamie

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**From:** Works-Wright, Jamie  
**Sent:** Tuesday, June 1, 2021 1:03 PM  
**To:** Works-Wright, Jamie  
**Subject:** FW: Proposing Interim SCU: LifeLong Street Med Team & Bonita House CATT - Attached AC Contracts  
**Attachments:** Alameda County LifeLong Street Med Team Contract FY 19\_20.pdf; Alameda County Bonita House CATT Contract April\_to\_June 2020.pdf; Alameda County Bonita House CATT Contract FY 21 Increase Direct Clinician Services.pdf

Please see the email below from Margaret, Chair MHC

Thank you for your time.

### Jamie Works-Wright

*Consumer Liaison & Mental Health Commission Secretary*  
 City of Berkeley  
 1521 University  
 Berkeley, CA 94703  
[jworks-wright@cityofberkeley.info](mailto:jworks-wright@cityofberkeley.info)  
 Office: 510-981-7721 ext. 7721  
 Cell #: 510-423-8365




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**From:** Margaret Fine <margaretcarolfine@gmail.com>  
**Sent:** Tuesday, June 1, 2021 12:57 PM  
**To:** Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>  
**Subject:** Fwd: Proposing Interim SCU: LifeLong Street Med Team & Bonita House CATT - Attached AC Contracts

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Commissioners and the public,

Last Wednesday I attended the Budget and Finance Policy Committee meeting as a community member in my individual capacity. The Mayor, Councilmembers and the City Manager discussed the need to create an interim specialized care unit (SCU). This discussion included references to both establishing an interim non-police mental health response and increasing police bike patrols, including to address hotspots in the City of Berkeley.

In light of this discussion and the urgency of establishing an Interim SCU, I reviewed community-based providers located in Alameda County to identify CBOs with specialized knowledge, skills and expertise to operate a non-police mental

health/SUD response team and their county contracts. As a community member, I am sharing my thoughts and passing along this research in order to work towards swiftly establishing an interim SCU.

#### **LifeLong Street Medicine Team and Bonita House CATT - Alameda County contracts**

The LifeLong Street Medicine Team and the Bonita House's Crisis Assessment Treatment & Transport Team (CATT) are community-based operators who may have the capacity needed to operate an SCU-type program without police. Their contracts are attached. Relevant highlights of this capacity are bulleted below.

**Lifelong Medical Street Medicine Team is highly experienced with outreach and engagement to people experiencing homelessness including addressing both crisis mental illness and substance use disorders. The contract includes these duties (see Exhibit A, Scope of Services):**

1. brief psychological assessments and triage
2. crisis assistance and brief behavioral health interventions
3. linkage to MAT (medication-assisted treatment) for substance use disorders including management of buprenorphine treatment
4. harm reduction including for STIs and Narcan distribution.
5. Note: There may be a finalized contract with the Board of Supervisors cover sheet.

#### **Bonita House Crisis Assessment & Transport Team (CATT) for Alameda County**

On July 1, 2020 Bonita House began operating the Crisis Assessment & Transport Team (CATT)—a mobile crisis response team in Alameda County. General duties below from Bonita House webpage link: <https://bonitahouse.org/catt/>  
Contracts also attached.

1. Mental health clinician and emergency medical technician in a van to provide mental and physical assessment and transport to a wide range of services.
2. Technological support such as ReddiNet to provide current availability of beds and access to Community Health Records with data sharing among many providers in order to transport to most appropriate service in the moment, especially if not 5150 involuntary hold
3. Outcomes: increased accuracy of assessments; transport to non-emergency services; reduce and eliminate role of law enforcement and ambulances for mental health crisis

Bonita House has accumulated expertise in serving people with serious mental illness and co-occurring substance use disorders since the early 1970s. This CBO has also provided housing coordination and specialist services to support independent living in Berkeley.

Bonita House operates the Wellness Center in Berkeley, including offering licensed nurse practitioner and peer support specialist services on-site (pre-COVID). The Wellness Center may be an appropriate space for some individuals following a non-police mental health/SUD crisis response event. It is noted the Alameda County contract for Bonita House includes using Wellness Centers as a destination for some people following a CATT team event.

#### **Division of Mental Health - Mobile Crisis Team**

It is suggested the Mobile Crisis Team may not be appropriate for a non-police mental health crisis response. The Division of Mental Health uses a voicemail messaging system to operate its Mobile Crisis Team (MCT); does not have a live person answering the phone; and does not operate without the police. The voicemail transcript below underscores the Mobile Crisis Team's reliance on emergency and non-emergency dispatch numbers to notify police to conduct psychiatric assessments and services in the field:

“Hello you have reached the Berkeley Mental Health Mobile Crisis Team. If this is a medical or psychiatric emergency, please hang up and dial 911. If you need an evaluation in the field, please call the Berkeley Police Department directly for immediate assistance. The police non-emergency number is 510-981-5900. Mobile crisis



is on duty from 11:30 am until 10 pm all days excluding Tuesday and Saturday. The best way to reach the mobile crisis team is by leaving a message here. Messages are checked frequently during our working hours. Press # now to leave a message.”

Thank you so much for taking the time to review this material. I look forward to hearing from you.

Best wishes,  
Margaret

Dr. Margaret Fine, PhD, JD  
Pronouns: she/her  
Berkeley, CA  
Cell: 510-919-4309  
LinkedIn: Margaret Fine  
Twitter: @margaretfinephd

**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: LifeLong Medical Care DEPT #: HCSA

TITLE/SERVICE: Downtown Oakland Street Health

DEPT. CONTACT: Terri Moore PHONE: 510-891-8927

- | <b>I. INFORMATION ABOUT THE CONTRACTOR</b>   | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
| 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: <u>94-2502308</u><br>No other questions need to be answered. Withholding is not required.            |            |           |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____<br>No other questions need to be answered. Withholding is not required. |            |           |
| 5. If the answer to question 2 is NO, continue to Section II.  |            |           |

- | <b>II. RELATIONSHIP OF THE PARTIES</b>  | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | ( )        | ( )       |
| 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?   | ( )        | ( )       |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?  | ( )        | ( )       |
| 4. Is the relationship between the County and the contractor intended to be ongoing?  | ( )        | ( )       |

- | <b>III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS</b>                       | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Is the contractor being hired for a period of time rather than for a specific project? | ( )        | ( )       |

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

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

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

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

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

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

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

**CERTIFICATIONS:**

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Agency/Department Head/Designee Signature

Martin Lynch, Executive Director/CEO  
\_\_\_\_\_  
Printed Name

Colleen Chawla, HCSA Agency Director  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019, is by and between the County of Alameda, hereinafter referred to as the "County", and LifeLong Medical Care, hereinafter referred to as the "Contractor".

**WITNESSETH**

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

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Audit Requirements

The term of this Agreement shall be from July 1, 2019 through June 30, 2020

The compensation payable to Contractor hereunder shall not exceed (*four-hundred and ten thousand dollars*) (\$410,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

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

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

Name: Colleen Chawla  
(Printed)

Name: Martin Lynch  
(Printed)

Title: HSCA Agency Director

Title: Executive Director, CEO

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

Approved as to Form:

By: \_\_\_\_\_  
County Counsel Signature

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

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
    - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether



prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
1000 San Leandro Blvd. 3<sup>rd</sup> Floor  
San Leandro, California 94577  
Attn: ACHCH Contracts Manager

To Contractor: LifeLong Medical Care  
PO Box 11247  
Berkeley, CA 94710  
Attn: Martin Lynch

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

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

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting

Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Street Health Services shall not exceed \$410,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **[[SLEB PROVISION IS MISSING]]**  
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 (OCC). Further approval from the Board of Supervisors may also be required. .

e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

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

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

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

essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**  
**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Alameda County Health Care Services Agency Office of the Agency Director
<b>Contractor Name</b>	Lifelong Medical Care
<b>Contract Period</b>	July 1, 2019 – June 30, 2020
<b>Type of Services</b>	Homeless street outreach and engagement, street health services and triage, collaboration with housing and community organizations to secure housing and benefits for clients, enabling services, short-term case management, laboratory/diagnostic tests, medication formulary, healthcare navigation services, supportive services/referrals.
<b>Procurement Contract No.</b>	18504

**I. Program Name**

Downtown Oakland Street Health Outreach

**II. Contracted Services**

Contractor shall provide:

*1. Street Outreach and Engagement:*

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

*2. Street Health Services and Triage:*

- a. Medical assessments and brief psychosocial assessments and triage;
- b. Treatment of conditions commonly associated with being homeless, e.g., respiratory infections, heat and cold-related illness, wound care, skin and foot problems, nutritional deficiencies
- c. Vaccinations (e.g., flu, Hepatitis A, B, Tdap); arranging for or providing screenings (e.g., HIV, Hepatitis C)
- d. Troubleshooting pharmacy related barriers, such as regularly picking up medications;
- e. Crisis assistance and brief behavioral health interventions (e.g., Motivational Interviewing, Problem Solving Therapy);
- f. Harm reduction strategies for Sexually Transmitted Disease (STD) prevention and Substance Use Disorders (SUD), including Narcan distribution;
- g. Linkage to Medication Assisted Treatment (MAT) for substance use disorders including management of buprenorphine treatment;
- h. Benefits Advocacy;
- i. Support with selecting a provider of the client's choice or re-engaging in care at an assigned clinic, and problem-solving around reasons for not connecting with an assigned medical home, including assisting with clinic paperwork and transitional period transportation assistance;
- j. Triage and referral to the appropriate level of care (e.g., brick-and-mortar primary care, urgent care, specialty care and dental clinics, emergency departments);
- k. Medi-Cal and HealthPAC enrollment and renewal assistance, and assistance with other public benefits for which the client may be eligible;
- l. Contractor shall accept clients at Contractor's brick-and-mortar clinic in a timely manner. Clinic will be prepared to treat conditions of particular concern to people experiencing homeless, such as HIV, Hepatitis C; and MAT (i.e., buprenorphine) for opioid addiction. Timely access is defined in accordance with the State of California's timely access to care standards



(<https://www.dmhc.ca.gov/HealthCareinCalifornia/YourHealthCareRights/TimelyAccessstoCare.aspx>)

- m. Contractor shall provide medical supplies, limited laboratory and medication dispensing services as part of the Street Health program. Examples include: immunizations, wound care supplies, glucose testing supplies etc.
3. *Collaboration with Housing and Community Organizations to Secure Housing and Benefits for Eligible Clients:*
    - a. Assist clients with gathering identification documents required for getting housing; many documents are already on file with health care providers for the purposes of Medi-Cal and public benefits enrollment. Contractor shall coordinate with regional Housing Resource Centers (HRCs) to gather client documentation required for Alameda County's Coordinated Entry assessment process to become eligible for Permanent Supportive Housing.
    - b. Coordinate with HRCs to coordinate services for clients on the HRC's "By-Name lists."
    - c. Coordinate with participating agencies on AB 210, which permits multi-disciplinary teams using County protocol to share and exchange information that expedites linkage of individuals and families to housing and services.
    - d. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS to support clients who need to connect to specialty mental health and SUD (SUD) treatment services.
    - e. Contractors shall not participate in activities related to abatement of encampments.

### III. Program Information and Requirements

#### A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

#### B. Target Population

Contractor shall provide services to the following populations:

##### 1. Service Groups

Contractor shall provide services to:

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

Contractor shall make it a priority to serve:

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

## **2. Referral Process to Program**

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

## **3. Program Eligibility**

Contractor shall only serve clients who:

Contractor shall serve clients in the following geographic area:

Downtown Oakland

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

In Oakland and more urban areas of Alameda County, Street Health Outreach Teams shall conduct most work at homeless encampments where high densities of unsheltered people reside.

## **4. Limitations of Service**

N/A

## **C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

## 1. Program Design

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

- a. **Maintenance of a Consistent Site Schedule.** Contractor shall develop and maintain consistent schedule for each site and submit schedule to Alameda County Health Care for the Homeless (ACHCH). Contractor shall build trust and rapport with unsheltered homeless individuals, (e.g., outreaching in a welcoming and professional manner, working with informal encampment leaders).
- b. **Street Outreach and Client Engagement.** The purpose of outreach is to build rapport with homeless individuals through consistent, progressive engagement and work to identify medical and behavioral health needs. Contractor shall focus outreach on the broader population within an encampment or location and those with higher needs will be connected to the appropriate member of the team for more intensive services.

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

- c. **Assessment and Triage of Basic Medical Needs in the Field.**  
The Contractor shall support clients to establish a meaningful connection with an assigned primary care, brick and mortar medical home selected by the client. Those with high needs shall be prioritized with intensive visits and services to improve health and permanent housing opportunities. Contractor shall have capacity to assign medical back-up (i.e., Contractor's Nurse Practitioners (NPs), Physician Assistants (PAs), and Medical Doctors (MDs) for the Registered Nurse (RN) to consult when certain clinical scenarios arise.
- d. **Collaboration and Partnership**  
Alameda County Health Care for the Homeless shall support collaborations by sharing available information on scheduling and services among the Street Health Outreach Teams, and the Health Care for the Homeless mobile unit. Additionally, Health Care for the Homeless shall foster communication and information-sharing with Alameda County Behavioral Health (ACBH) Crisis Response teams, and ACBH Full Service Partnerships focused on homeless. Other possible areas of collaboration include the following:
  - Meetings to share information, discuss cases, and coordinate referrals. Representatives from Alameda County Behavioral Health (ACBH) will attend on a periodic basis.
  - Outreach Providers Training and Education Series sponsored by Alameda County Health Care for the Homeless.
  - Collaboration with the regional Housing Resource Centers (HRCs) and other organizations serving shared clients to connect and re-connect clients to housing services.

## 2. Discharge Criteria and Process

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

## 3. Hours of Operation

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

Contractor shall maintain the following minimum hours of operation:

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

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

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

#### 4. Service Delivery Sites

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

In addition to providing direct outreach and clinical services at encampments and other locations in the Contractor's service area, the Contractor shall provide services at the following brick-and-mortar clinics determined by proximity and preference of the patient:

Trust Health Center  
386 14<sup>th</sup> Street  
Oakland, CA 94612

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

a. The staffing model is as follows:

- i. *Program Manager* at a minimum of 0.10 Full Time Equivalent (FTE): Oversight of contract management and submission of all required deliverables and reporting, producing both client-level data and evaluation outcome reports, supporting the Team to track outcomes, and ensuring Team development of protocols and procedures, including linkage of homeless clients to a brick and mortar clinic.
- ii. *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE.
  1. Client outreach, engagement, and relationship development.
  2. Identification of potential new sites, staying up to date with local resources, and development of new regional relationships.
  3. Health education and harm reduction including naloxone trainings.
  4. Medi-Cal and benefits advocacy
  5. Lead coordinator with housing outreach providers and Housing Resource Centers.

6. Providing and tracking referrals, scheduling and reminding clients of appointments.
  7. Reinforcing behavior and mobilizing social support, facilitating client empowerment to fully engage with all members of their health care team,
  8. supporting maintenance of improvements in health status,
  9. coordinating with service providers, e.g., substance use disorder (SUD) treatment services.
- iii. *Registered Nurse (RN) Care Manager* at a minimum of 1.0 FTE. Responsible for providing basic medical care within the scope of an RN in the context of a variety of clinical scenarios, including medical assessments, wound care and skin assessments, vaccinations (e.g., flu, Hepatitis A), assessment of respiratory illnesses, and caring for clients with active substance use disorders. Contractors may refer to the LA Dept. of Health Services' [RN Pilot Protocols for Street-Based Engagement, 2017](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf) as a reference; [https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols\\_Street-BasedEngagement\\_Pilot\\_2017.pdf](https://ccalac.org/wordpress/wp-content/uploads/RN-Protocols_Street-BasedEngagement_Pilot_2017.pdf). The RN Care Manager will work with providers and negotiate with pharmacies on behalf of clients; serve as the patient care plan lead (development of care plan for patient and coordination of responsibilities with CHW; measuring progress towards the goals outlined in care plan). It is not the intention of this service to treat urgent or emergent scenarios; staff shall call 911 in the event of a medical emergency.
- iv. *Social Worker (ASW or MFTi)* at a minimum of 1.0 FTE. Responsible for short-term, intensive case management services:
1. Support clients with navigating mental health and substance use treatment systems, helping individuals obtain safe, affordable and permanent housing, developing a support network.
  2. Linking clients to the appropriate level of care, accompanying clients to appointments, consulting with other care-givers, providing counseling and advice, teaching living skills, and advocating on behalf of clients
  3. Short-term, intensive case management services are carried out within the context of on-going behavioral health assessments, care planning and monitoring, and crisis intervention.
  4. The Social Worker shall hold a caseload of up to 20 individual clients at one time who are identified to need more in-depth case management services.
- v. *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE.
1. Client outreach, engagement, and relationship development.
  2. Identification of potential new sites, staying up to date with local resources, and development of new regional relationships.
  3. Health education and harm reduction including naloxone trainings.
  4. Medi-Cal and benefits advocacy
  5. Lead coordinator with housing outreach providers and Housing Resource Centers.
  6. Providing and tracking referrals, scheduling and reminding clients of appointments.
- b. Contractor shall use the following guidelines to allocate the Street Health Outreach Team's staff time:
- 50 percent (3 days) in the field doing outreach, engagement, providing services, care plan development, care coordination, case conferencing for complex clients;

- 30 percent (1.5 days) of staff time in the field or office-based working with clients who require more intensive care coordination for medical, mental health and substance use disorder conditions, and
- 20 percent (.5 days) of Contractor's operational hours shall be spent on data tracking, Learning Community/designated meetings, and administrative activities.

#### **IV. Contract Deliverables and Requirements**

##### **A. Detailed Contract Deliverables**

Contractor shall provide the following services/deliverables:

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

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

## V. Reporting and Evaluation Requirements

Monthly reports shall be due by the 15th day of the month following the end of the month. Quarterly reports shall be due by the 15th day of the month following the end of the quarter. Annual UDS Report shall be due January 15th 2020.

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

### A. Evaluation Requirements

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

Process Objectives	"How Much" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2020, contractor will provide health care services to at least 60 unique clients per month, based on a rolling outreach log containing a minimum of 120 clients.	# unique clients receiving health care services	EHR
By June 30 <sup>th</sup> , 2020, 150 clients will be enrolled in or reconnected to a medical home.	# of clients who have been enrolled in or reconnected to a medical home	EHR
By June 30 <sup>th</sup> , 2020, 175 clients will receive an outreach assessment to determine basic needs.	# of clients who receive an outreach assessment to determine basic needs	County Outreach Assessment Tool

Quality Objective	"How Well" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2020, Street Health Outreach Team will have attended 80% of learning community meetings/ events / activities	% of learning community meetings/events/activities that Street Health Outreach Team has attended	Scanned ACHCH Sign-in sheets kept by ACHCH Administration
By June 30 <sup>th</sup> , 2020, 90% of clients will receive assistance with enrollment or renewal in MediCal, Medicare or HealthPAC	% of clients who received assistance with enrollment or renewal in MediCal, Medicare or HealthPAC	EHR
By June 30 <sup>th</sup> , 2020, 80% of clients will be linked to a housing resource center.	% of clients linked to a housing resource center	EHR or Excel Tracking Sheet

Impact Objective	"Is Anyone Better Off" Performance Measure	Data Collection Tool
By June 30 <sup>th</sup> , 2020, 50% of clients who have a care plan have completed it.	% clients who have a completed care plan	EHR
By June 30 <sup>th</sup> , 2020, 90% of clients with a medical home will have at least three documented visits, with one being a PCP, within six months	% of clients in a medical home who have >= 3 documented visits, w/1 PCP visit within 6 mos. <b>(based on home clinic data only)</b>	EHR or patient self-report (if medical home is other than contractor)
By June 30, 2020, 175 clients will have received social services support for identification documentation, food security, benefits enrollment, etc.	# of clients who completed a Fee Waiver form for new or replacement California ID/License  # clients who have received /replaced a Social Security card  # of clients who are enrolled in CalFresh  # of clients who have completed paperwork for public benefits (SSI, GA, etc)	EXCEL Worksheet

## B. Reporting Requirements

### 1. Process Performance Measures

A. # unique clients receiving health care services
B. # of clients who have been enrolled in or reconnected to a medical home
C. # of clients who receive an outreach assessment to determine basic needs

### 2. Quality Performance Measures

A. % of learning community meetings/events/activities that Street Health Outreach team has attended
B. % of clients who received assistance with enrollment or renewal in MediCal, Medicare or HealthPAC
C. % of clients linked to a housing resource center

### 3. Impact Performance Measures

A. % of clients who have a completed care plan
B. % of clients in a medical home who have >= 3 documented visits, w/1 PCP visit within 6 mos.
C. # of clients who completed a Fee Waiver form for new or replacement California ID/License
D. # clients who have received /replaced a Social Security card
E. # of clients who are enrolled in CalFresh
F. # of clients who have completed paperwork for public benefits (SSI, GA, etc)

### 4. Other Reporting Requirements

- a. Contactor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance



measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

### C. Other Evaluation Requirements

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

## VI. Additional Requirements

### A. Quality Improvement

**Contractor is required to participate in the following activities:**

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

### B. Certification/Licensure

Contractor shall have and maintain current:

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

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

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

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

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

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

### C. Other Requirements

1. It is the responsibility of the contractor to ensure that all services are provided in accordance with pertinent laws, regulations, codes and permits; professionally recognized standards; prevailing standards of medical practice in the community; and all provisions of this contract, including record-keeping and reporting requirements, whether provided by Contractor at a Contractor site, or through referral to an outside provider.
2. Contractor shall deliver health services that demonstrate a high quality of care as defined by prevailing professional standards, by HCSA, and by consumers of these services. These services shall be provided by Contractor in a manner consistent with principles of professional practice and ethical conduct and reflect concern for the acceptability, accessibility, and cost of services.
3. Contractor shall promptly handle complaints, appeals, and grievances. An individual may file a complaint, appeal or grievance with the County or the Contractor. If an individual files a complaint, appeal, or grievance with Contractor, the county delegates to Contractor the responsibility of handling in a professional manner and in accordance with all County policies that complaint, appeal or grievance. At no time shall an individual's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between an individual and Contractor. Contractor shall establish and maintain a written policy which describes the Contractor's internal process for resolving patient and potential patient complaints and grievances. The policy shall be made available for review upon County's request. The Contractor shall designate a contact person for the County to contact regarding complaints, appeals and grievances that are filed with the County.
4. The Alameda County Health Care for the Homeless is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Health Care for the Homeless funding in statements or printed materials as outlined in the guidelines listed below:
  - a. Contractor shall announce funding award only after the contract has been fully executed and announcement of activities have been discussed with the Health Care for the Homeless Administrator.
  - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  - c. Contractor shall acknowledge Health Care for the Homeless funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service

announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

**i. 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.

**D. Entirety of Agreement**

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

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

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

EXHIBIT B  
PAYMENT TERMS

## I. Budget Summary

Budget Item	Program Total	ACHCH Funding
<b>Personnel Expenses</b>		
1.0 RN	\$88,080	\$88,080
1.0 Social Worker (ASW/MFTi)	\$70,720	\$70,720
1.0 Case Manager	\$53,400	\$48,000
.10 Program Manager	\$ 9,248	\$9,248
.05 LCSW	\$ 4,160	\$4,160
.02 Medical Director	\$ 4,467	\$0
Benefits @ 28%	\$64,421	\$61,658
<b>Personnel Expenses Subtotal</b>	<b>\$294,496</b>	<b>\$281,866</b>
<b>Subcontract Expenses</b>		
Subcontractor		
<b>Subcontract Expenses Subtotal</b>	<b>\$0</b>	<b>\$0</b>
<b>Operating Expenses</b>		
Office Supplies	\$5,000	\$5,000
Utilities	\$2,000	\$2,000
Communications	\$4,500	\$4,500
Transportation and Travel	\$4,000	\$4,000
Training	\$6,000	\$4,000
Rents and Leases	\$9,600	\$9,600
Client Supportive Expenditures	\$5,000	\$5,500
Medical Supplies	\$5,000	\$4,929
Vehicle for outreach with the County Logos	\$60,000	\$60,000
<b>Operating Expenses Subtotal</b>	<b>\$101,100</b>	<b>\$99,529</b>
<b>Indirect Expenses (Not to exceed 10.00% of total allocation)</b>	<b>\$83,075</b>	<b>\$28,604</b>
<b>Total</b>	<b>\$478,671</b>	<b>\$410,000</b>

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

## II. Terms and Conditions of Payment

## A. Reimbursement

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

Invoice	Service Period, FY 2019-20	Submission Deadline
---------	----------------------------	---------------------

First	July 1 to July 31, 2019	August 15, 2019
Second	August 1 to August 31, 2019	September 15, 2019
Third	September 1 to September 30, 2019	October 15, 2019
Fourth	October 1 to October 31, 2019	November 15, 2019
Fifth	November 1 to November 30, 2019	December 15, 2019
Sixth	December 1 to December 31, 2018	January 15, 2020
Seventh	January 1 to January 31, 2020	February 15, 2020
Eighth	February 1 to February 28, 2020	March 15, 2020
Ninth	March 1 to March 31, 2020	April 15, 2020
Tenth	April 1 to April 30, 2020	May 15, 2020
Eleventh	May 1 to May 31, 2020	June 15, 2020
Twelfth	June 1 to June 30, 2020	July 15, 2020

2. Contractor shall invoice the County on a **monthly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$410,000** and monthly payments may not exceed **\$29,167** without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2020**.
    - Contractor shall submit an invoice up to \$60,000 for program start-up funding for a vehicle by September 30, 2019.
  3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
  4. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
  5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.
- B. Invoicing Procedures
- Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

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

**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	<b>Commercial General Liability</b> 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	<b>Commercial or Business Automobile Liability</b> 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	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>— 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.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	



LIFEL-1

OP ID: NI

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/27/2018

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).


<b>PRODUCER</b> Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Peter Leary, MBA, CISR, CRIS	<b>408-510-5440</b>	<b>CONTACT NAME:</b> Peter Leary, MBA, CISR, CRIS <b>PHONE (A/C, No, Ext):</b> 408-510-5440 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> peter.leary@insuhr.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LifeLong Medical Care PO Box 11247 (94712) 2344 6th Street Berkeley, CA 94710	<b>INSURER A:</b> Nonprofits Ins. Alliance of CA	<b>NAIC #</b> 10023
	<b>INSURER B:</b> Cypress Insurance Company (CA)	<b>10855</b>
	<b>INSURER C:</b> Fidelity & Deposit Company	<b>39306</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	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 <input checked="" type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> See Other Cov's GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SUBJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		201828735NPO	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			201828735NPO	10/01/2018	10/01/2019	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 CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201828735UMBPO	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 7,000,000
							AGGREGATE \$ 7,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		LIWC908898	01/01/2018	01/01/2019	<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
C	<input type="checkbox"/> E Dishonesty/Crime <input checked="" type="checkbox"/> D&O			CCP005821615	10/31/2015	10/01/2021	Limit \$2M/25K
				201828735DONPO	10/01/2018	10/01/2019	Occ/Agg \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: All California Operations of the Named Insured.**  
**The County of Alameda, its Board of Supervisors, Officers, Agents & Employees are named as additional insured per attached endorsement CG2026.**  
 \*address updated

<b>CERTIFICATE HOLDER</b>  ALAME-3  County of Alameda Health Care for the Homeless 1404 Franklin St. #200 Oakland, CA 94612	<b>CANCELLATION</b>  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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POLICY NUMBER: 2017-28735

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****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

County of Alameda, its board of Supervisors, the individual members thereof,  
and all County officers, agents, employees, volunteers and representatives

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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.