

AGREEMENT
(BOS Agreement No. _____)

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2021 by and between the County of Yolo, a political subdivision of the State of California (“County”) and CommuniCare Health Centers, Inc., a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties”, who agrees as follows.

WHEREAS, the County desires to obtain mobile medicine services as specified in Exhibit A; and

WHEREAS, with collaboration and contributions made by Dignity Community Care dba Woodland Memorial Hospital (“Dignity”) and Sutter Valley Hospitals dba Sutter Davis Hospital (“Sutter”) funding is provided to provide mobile medicine services; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>.

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, the County and the Contractor agree as follows:

I. TERM

A. The term of this Agreement shall be from **September 1, 2021 through August 31, 2023** unless sooner terminated as provided in this Agreement.

B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C of this Agreement.

II. SERVICES

Contractor shall furnish and perform the services in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), in a manner satisfactory to the Director, and in compliance with all applicable provisions of State and Federal regulations, and any relevant sub-regulatory guidance including but not limited to the Medi-Cal billing requirements of Title 22 of the California Code of Federal Regulations and the Medi-Cal billing requirements of Partnership Health Plan of Northern California. .

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III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **August 31, 2023** shall be no greater than **SIX HUNDRED ELEVEN THOUSAND FIFTY-THREE DOLLARS AND FIFTY CENTS (\$611,053.50)** specified as follows:

Fiscal Year 2021-22 September 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through August 31, 2023	Total
\$254,605.63	\$305,526.75*	\$50,921.12*	\$611,053.50

*Any unspent funding in a fiscal year may be rolled over to the future fiscal year(s) not to exceed the expiration or termination date of this Agreement.

C. Administrative/Indirect Costs shall not exceed 15% of Personnel Costs calculated based on salaries, wages, benefits and taxes.

D. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

IV. AMENDMENT AUTHORITY

A. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

B. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures

BOS No.
Infor PO No.
Infor Ref No.

The County and Contractor shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

B. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By 
Melissa Marshall, Executive Director
CommuniCare Health Centers

Date: 10/7/2021

COUNTY OF YOLO

By _____
Jim Provenza, Chair
Board of Supervisors

Date: _____


Karen Larsen, Director
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

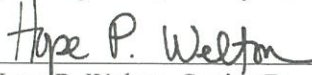
By 
Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Various locations throughout the geographic boundaries of Yolo County

II. PURPOSE

Provide appropriate services and service linkages to decrease severity and chronicity of otherwise manageable healthcare conditions for typically unserved or underserved individuals throughout Yolo County by providing behavioral, physical, and dental health services.

III. TARGET POPULATION

Individuals living homeless and, individuals and families at migrant farm community locations who are in need of mobile medicine services. When able the target population can be extended to individuals and families educational and faith-based locations.

IV. REQUIREMENTS

A. Contractor shall provide the following general requirements for professional and technical services to Yolo County families and implement mobile medicine services which include:

1. A multidisciplinary team, focused on communication, exchange of ideas and working together to develop creative solutions to address the needs of the target population.
2. Preventive Care Services.
3. Urgent Medical Care Services.
4. Social Engagement Services.
5. Consultation Services.
6. Referral Process.

B. Contractor shall make program reports as specified in Exhibit C, Section IV. and Exhibit F.

C. Contractor shall maintain the following vehicle requirements:

1. Maintain continuous, unbroken full replacement value insurance.
2. Secured, locked and insured storage of vehicle.
3. Contact and comply with maintenance as scheduled and directed by County Fleet Services.
4. Keep vehicle clean, inside and out. Properly service water and waste tanks if equipped.
5. Only properly licensed and insured drivers shall operate vehicle(s) i.e., Commercial Driver's License (CDL) for vehicles rated above 26,000 lbs. gross vehicle weight rating, and/or CDL with proper endorsement for carrying 10 passengers.
6. All drivers must have a good driving history or acceptable driving record to be screened and pre-approved by the Yolo County Risk Manager.
7. Personnel shall follow all standard medical procedures for cleaning and disinfecting the vehicles to keep staff and clients safe

EXHIBIT A – SCOPE OF SERVICES

V. SERVICES

A. Contractor shall provide a Mobile Medical Team (“Team”) which will bring medical, behavioral and dental health services to migrant workers and people experiencing homelessness throughout Yolo County which may include joint projects such as but not limited to; Project Room Key, Project Home Key supports. The Team will offer comprehensive field-based care and provide individualized, wrap-around services for patients. Care will include preventative health services, urgent medical care and social engagement.

The Team will also serve as a bi-directional consultation access-point: other service providers can request consultation from the Team and the Team will advocate for patients who need connection to services. Patients and service providers will be able to access the Team services through a comprehensive referral system including a direct phone, email, and web-based options. These services will be designed with ongoing input from the populations served. While outreach, communication strategies, and cultural settings may differ, there will be meaningful overlap in the skills, equipment, and workflows needed to offer services to both migrant workers and people experiencing homelessness. The provision of care for acute and chronic conditions, behavioral health needs, dental care and substance use disorder treatment as described will be offered to people who are unhoused and migrant workers.

Services offered shall include the following:

1. Preventative Care
 - a. Vaccines
 - b. Chronic disease screening and treatment.
 - c. Infectious disease testing and treatment.
 - d. Harm reduction services.
 - e. Environmental exposure care.
2. Urgent Medical Care
 - a. Wound Care
 - b. Dental Care
 - c. Dispensing medications.
 - d. Point of care testing.
 - e. Additional diagnostics (i.e. phlebotomy)
 - f. Open-access clinic.
 - g. Connection to primary care
 - h. Connection to housing
 - i. Comprehensive care.
3. Social Engagement Services
 - a. The Team will build trust by using a trauma-informed approach to care, peer health workers, a collaborative, iterative approach to care delivery and provision of necessities (hygiene kits, socks, water). The Team will let patients drive the pace of care, respect patient privacy and autonomy, and treat all patients with respect and dignity. Contractor will show up on a regular and predictable schedule aligned with publicly advertised hours of service. Contractor will have Peer Counselors who advocate for clients and provide an essential bridge to understanding and insight for the team. There will be a clear, readily available, and easy-to-follow pathway to express grievances. Grievance will be taken seriously and addressed expeditiously.

EXHIBIT A – SCOPE OF SERVICES

Grievances will also be tracked to inform system-level change. The number and nature of grievances will be included in performance reports.

- b. Contractor will:**
 - i.** Meet patients in places where they are living or working, such as encampments or work sites.
 - ii.** Meet patients “where they are” culturally by seeking to understand and validate their priorities, their personal narratives, and their beliefs about health and illness.
 - iii.** Provide Trauma Informed Care.
 - iv.** Empower patients to take care of themselves by providing education and tools.
- c. Care Coordination**
 - i.** Linkage to Primary Care.
 - ii.** Hospital Discharge Planning and Follow up.
- d. Services Model**
 - i.** Comprehensive referral process.
 - ii.** Holistic care.
 - iii.** Coordinated Handoff.
 - iv.** Individualized Care.
 - v.** Collaboration with Community Partners.
 - vi.** Geographic awareness.
 - vii.** Clear procedures for patients.
 - viii.** Financial sustainability.
 - ix.** Dedicated therapeutic approach.
 - x.** Cultural competence.

B. Staffing: While the below staffing may shift slightly overtime based on the needs of the program, staffing changes will be discussed and approved in collaboration with County and Contractor teams, and shared with hospital partners, as necessary. Please see staffing details as prescribed in Section II. of Exhibit C.

- 1.** Behavioral Health Clinician (.60 FTE): Level of education: Master's Degree; License and credentialing: social work, marriage family therapy or professional clinical counselor; Primary duties: provide integrated behavioral health services from mobile medical vehicle, participate in care coordination and participate in staff huddles, case conference and training.
- 2.** Client Benefits Advocate (.05 FTE): Level of education: high school; License and credentialing: Eligibility and Enrollment certification; Primary duties: assist Mobile Medicine patients with enrollment in Medi-Cal and other benefits, participate in care coordination and participate in staff huddles, case conference and training.
- 3.** Data Analyst (.05 FTE): Level of education: Bachelor of Science; License and credentialing: none; Primary duties: assist with the developing and reporting of performance measures related to the Mobile Medicine project and participate in staff training as appropriate.
- 4.** Dental Hygienist (.03 FTE): Level of education: completion of dental assisting program; License and credentialing: Registered Dental Assistant; Primary duties: triage and treat when possible acute dental conditions, provide dental screenings, provide patient education on dental health, participate in care coordination and participate in staff huddles, case conference and training.

EXHIBIT A – SCOPE OF SERVICES

5. Medical Assistant (.60 FTE): Level of education: currently completing bachelor's Degree; License and credentialing: has completed medical assisting program; Primary duties: provide support to the prescriber and other clinicians on the Mobile Medicine Team, participate in care coordination and participate in staff huddles, case conference and training.
 6. Nurse Practitioner (.60 FTE): Level of education: Doctor of Nursing Practice; License and credentialing: Licensed through California Board of Registered Nursing, national certification, with furnishing license and x-waiver, credentialing in-process; Primary duties: provide health services including management of acute and chronic conditions, substance use treatment and assessment/management of psychiatric conditions commonly treated in primary care, supervise staff, participate in care coordination and participate in staff huddles, case conference and training. Consult with mobile medicine physician and specialty care clinicians as need. Additional duties: program development, represent Mobile Medicine Team in community forums.
 7. Peer Support Advocate (1.0 FTE): Level of education: no minimum; License and credentialing: n/a; Primary duties: play a pivotal role on the care team by using lived experience to support connection, trust and hope for clients served. The Peer Advocate will act as a patient and community liaison both during mobile medical clinic hours and throughout the week at community venues. Peer Support advocate will also participate in care coordination and participate in staff huddles, case conference and training. Additional duties: represent Mobile Medicine Team in community forums.
 8. Physician (.20 FTE): Level of education: Doctor of Medicine; License and credentialing: licensed through California Medical Board, Family Medicine board certification, X-waiver, credentialed; Primary duties: provide health services including management of acute and chronic conditions, substance use treatment and assessment/management of psychiatric conditions commonly treated in primary care, supervise staff, serve as medical consultant to nurse practitioner on as-needed basis, participate in care coordination and participate in staff huddles, case conference and training. Additional duties: program development, represent Mobile Medicine Team in community forums.
 9. Registered Nurse (.60 FTE): Level of education: Bachelor of Science in Nursing; License and credentialing: Licensed through California Board of CommuniCare Health Centers Registered Nursing; Primary duties: provide health services including management of acute and chronic conditions, substance use treatment and assessment/management of psychiatric conditions commonly treated in primary care, provide patient education, supervise staff, participate in care coordination and participate in staff huddles, case conference and training. Additional duties: program development, represent Mobile Medicine Team in community forums.
- C. Staff shall receive at least 12 hours of training per year on the topics of assessment, evidenced, based treatment interventions, and other areas to support the physical, behavioral, and dental health needs of the target populations.

IV. COUNTY PROVIDED VEHICLES

- A. County shall provide an All-Wheel Drive (AWD) van to the Contractor. Contractor shall use the AWD van to access encampments and migrant worker sites including those located off paved roads. When encampments are not reachable by vehicle the staff will hike into areas of need with backpacks and handheld equipment (anticipated distances of less than a half mile in most cases). When appropriate, the van can provide a safe, private, and predictable space for procedures and sensitive physical exams.

EXHIBIT A – SCOPE OF SERVICES

- B.** Contractor will collaborate with the County regarding the design and outfit of a second County provided vehicle that can be utilized for more intensive medical services. Design will be informed by the experience of the team with the AWD vehicle and seek to address existing service gaps with the AWD vehicle. Contractor shall consult with local service providers who have RVs equipped for medical services.
- C.** Contractor shall maintain the following regarding these County provided vehicles:
 - 1.** Continuous, unbroken full replacement value insurance.
 - 2.** Secured, locked and insured storage of vehicle
 - 3.** Collaboration and routine contact with the County via its County Fleet Services and compliance with maintenance as scheduled and directed by the County.
 - 4.** Keep vehicle clean, inside and out. Properly service water and waste tanks if equipped.
- D.** Only Contractor personnel with appropriate licensing and driving records shall drive the County provided vehicles, as follows:
 - 1.** Only properly licensed and insured drivers shall operate vehicle(s) i.e., Commercial Driver's License (CDL) for vehicles rated above 26,000 lbs. gross vehicle weight rating, and/or CDL with proper endorsement for carrying 10 passengers.
 - 2.** All potential drivers must have a good driving history or acceptable driving record and be pre-screened by the Yolo County Risk Manager.
- E.** Contractor and Contractor's personnel shall follow all standard medical procedures for cleaning and disinfecting the vehicles to keep staff and clients safe.

EXHIBIT B – TERMS OF PAYMENT

I. BUDGET

A. Contractor has submitted a contract budget attached hereto as Exhibit D. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

B. Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section IV. of this Agreement.

II. METHOD OF PAYMENT

A. Contractor shall determine if a client has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall use due diligence in determining and collecting client and third-party payments to offset program costs (See Exhibit D- “CommuniCare 3rd Party Billing/Match”).

B. Contractor shall submit a monthly claim in accordance with these Terms of Payment using the claim form as specified by the Director. Contractor shall provide all required supporting documentation. Supporting documentation may include, but is not necessarily limited to, time sheets, labor distribution, general-ledger printouts, costs per line item, and they must be maintained for audit purposes.

C. Contractor shall submit such claims for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Claims that must first be billed to a third party, e.g., Medi-Cal, Medicare, insurance, etc., must be submitted no later than sixty-five (65) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.

D. Claims for payment may be submitted to the County in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

E. County shall pay Contractor for actual expenditures as specified in Exhibit D for services that have been provided in accordance with the provisions of this Agreement.

F. County shall authorize payment within forty-five (45) days of the receipt of Contractor’s appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

G. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

EXHIBIT B – TERMS OF PAYMENT

- H.** Claims submitted one hundred eighty (180) days after the date of service will be denied. Late claims submitted with a written request within a reasonable timeframe before the one hundred eighty (180) day regulation cut off, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.
- I.** If applicable, County shall make a diligent effort to process and submit billings to the Federal and/or State government in a timely manner. Should the Federal and/or State government deny payment to the County due to late billing, County will demand repayment from Contractor, for any such paid claim that is not submitted within the timelines as specified in the above paragraph B, irrespective if such services were claimed in the original or resubmitted claim, or such claims were withheld by County due to Contractor's noncompliance with any provision of this Agreement.
- J.**
- 1.** County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
 - 2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- K.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by a Memorandum of Understanding between Dignity and Sutter, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from Dignity and Sutter, and the absence or removal of any constraints imposed by Dignity and Sutter upon such receipt and payment.
- L.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- M.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.
- N.** When eligible and appropriate, the County may claim some or all services to Medi-Cal Administrative Activities (MAA) funding. When the County intends to bill for MAA reimbursement, County will provide Contractor with a required Time Study or other time or cost tracking template. In the event that County bills MAA, Contractor shall complete and return the required forms to County in the manner established by the County and within the claiming timelines.

EXHIBIT C – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the County, the Partnership Health Plan of Northern California, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws and shall include the staffing details as prescribed in Section V.B. of Exhibit A. Contractor shall provide staff with any training necessary for personnel to competently perform services under this Agreement including but not limited to the training specified in Exhibit A, Section V(C) and Section VI of this Exhibit. Training provided shall be tracked and reported as specified in Section IV, below.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall verify prior to hire and monthly thereafter (unless another frequency is specified below) that all of Contractor's employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable Federal, State, and County laws, rules and regulations. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request. Verification check shall include:

1. Criminal background checks including fingerprinting (upon hire or rehire only, not required monthly);
2. Social Security Administration's Death Master File (at least annually);
3. National Plan and Provider Enumeration System (NPPES); and
4. Applicable Licenses
5. System for Award Management (SAM)
6. Exclusion from Medi-Cal and Medicaid provider participation, at a minimum to include Contractor's use of the following websites:
 - a. Office of Inspection General http://oig.hhs.gov/exclusions/exclusions_list.asp
 - b. Medi-Cal Suspended and Ineligible List <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

EXHIBIT C – TERMS AND CONDITIONS

- c. System for Award Management <https://cage.dla.mil/>
- d. National Practitioner Database

If the Contractor is unable to certify to any of the statements in this section the Contractor shall submit an explanation to the Director, prior to executing this Agreement. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

E. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

F. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services, excluding the Mobile Medicine vehicles which will be provided by the County. Maintenance of the vehicles shall be provided by the County. See Exhibit A, Section VI.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, client eligibility determination, and the fees charged to and collected from clients. All financial records shall be retained by Contractor for a minimum of **5 years** from the term end date of this Agreement or in the event the County has been notified that an audit or investigation, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

C. If applicable, Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of client interviews, and records of all services provided. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide clients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

D. All client records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of this Agreement or;
2. in the event the County has been notified that an audit or investigation by the Federal or State governments, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will

EXHIBIT C – TERMS AND CONDITIONS

notify the Contractor if such event occurs; or

3. a minimum of 10 years from the client's date of discharge, if the client is 18 years old or older when they are discharged; or
4. until the client's 28th birthday, if the patient was treated and discharged while they were a minor; or
5. if the client was pregnant at the time of treatment, client's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

E. In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

F. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided, and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

G. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement shall constitute an express and immediate breach of this Agreement.

H. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

B. Employee Verification Report: (See Section II. of this Exhibit.)

Contractor shall verify prior to hire that all of Contractor's employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable state and federal rules. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request.

C. Performance Outcome Measures (POM) Report: (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of POMs in compliance with the Federal and State requirements and shall provide the following deliverables and reports:

EXHIBIT C – TERMS AND CONDITIONS

1. Baseline data collection to establish utilization patterns, comorbidity profiles, and social services penetration. Measures will be reported in a Results Based Accountability (RBA) framework, answering the questions 1) How much did we do? 2) How well did we do it? And 3) Is anyone better off? Specific measures are outlined in the RBA. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures.
2. In addition to the quarterly POM reports above, Contractor shall provide a Mid-Year Report and the End of Year Report as described, below:
 - a. Mid-Year Report: This includes measurable outcomes for program services from July 1 through December 31. To be submitted by January 31st.
 - b. End of Year Report: This includes measurable outcomes for program services from January 1 through June 30. To be submitted by July 31st. Demographics: (Age, sex, race, language preferred, length of time homeless, insurance status, those open to medical home, prevalence of comorbidities, primary location for care).
3. Contractor shall also provide monthly reports on the following:
 - a. Number of persons served:
 - b. Services Provided:
 - c. Anecdotal stories
 - d. Number of persons connected to:
 - Primary Health Services:
 - Chronic Health Condition Services:
 - Mental Health Services:
 - Long term housing
 - Social Services/Case Management Services:

Submit the Performance Outcome Measures electronically via email to: Anisa.Vallejo@yolocount.org

D. Contract Expenditure Reports

1. *Mid-Year Report*: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.
2. *End of Year Report*: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to: HHSA.AccountsPayable@yolocounty.org.

F. Fiscal Year Annual Reports

1. *Annual Training Report*

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year.
2. *Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)*

Due date: July 31, following the completion of a fiscal year

V. AUDITS

- A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller

EXHIBIT C – TERMS AND CONDITIONS

General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for **5 years** from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. Records are defined in Section III.A., above.

Any failure or refusal by Contractor to permit access to records by the County, the Partnership Health Plan of Northern California, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, or applicable State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (2 CFR part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. Method of repayment is detailed in Exhibit B.

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process

EXHIBIT C – TERMS AND CONDITIONS

and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit C.

E. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to the County provided vehicles described in Exhibit A and all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being

EXHIBIT C – TERMS AND CONDITIONS

rendered.

Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

1. all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to: the California Confidentiality of Medical Information Act at California Civil Code Section 56 et seq., California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”);
2. the privacy and security requirements of Exhibit E attached hereto; and
3. any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this Agreement, the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor’s original written notice.

XI. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Agreement. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Agreement, the County may terminate this

EXHIBIT C – TERMS AND CONDITIONS

Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

C. The County may terminate this Agreement upon ten (10) days written notice to the Contractor in the event that Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal programs.

D. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

E. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

XII. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations (CCR). Section 7285 et seq.).

XV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

EXHIBIT C – TERMS AND CONDITIONS

B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate.

b. Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).

c. Professional Liability/Malpractice/Errors and Omissions – \$1,000,000/occurrence and \$2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured.

EXHIBIT C – TERMS AND CONDITIONS

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- a.** The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b.** The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - 3.** Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - 4.** The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 - 5.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
 - 6.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 - 7.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise approved by the County Risk Manager.
 - 8.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - 9.** For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.
 - 10.** The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Contractor shall provide

EXHIBIT C – TERMS AND CONDITIONS

complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration or earlier termination of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVII. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

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EXHIBIT C – TERMS AND CONDITIONS

Contractor: CommuniCare Health Centers, Inc.
P.O. Box 1260
Davis, CA 95617
Melissa Marshall, Executive Director

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Karen Larsen, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: sara@communicarehc.org

County:

Contracts Unit HHSContracts@yolocounty.org

Contract Administrator anisa.vallejo@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIX. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

EXHIBIT C – TERMS AND CONDITIONS

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XXII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals

EXHIBIT C – TERMS AND CONDITIONS

or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

XXIII. FALSE CLAIMS ACT

- A. The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.
- B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.
- C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at

EXHIBIT C – TERMS AND CONDITIONS

the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXIV. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXVI. AMENDMENT

Except as provided under section IV., Amendment Authority, of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable federal, state or local laws, regulations, or contractual obligations, including any applicable Medicaid laws and regulations or sub-regulatory guidance; or to reflect any changes to same.

XXVII. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIX. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers - Mobile Medicine				
Fiscal Year 2021-22				
September 1, 2021 through June 30, 2022				
Costs for this Period		Total	County	CCHC
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$314,038.66	\$179,712.94	\$134,325.72
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$47,105.80	\$26,956.94	\$20,148.86
2	Operating Costs	\$69,898.47	\$40,000.36	\$29,898.11
3	Direct to Clients	\$13,866.66	\$7,935.39	\$5,931.27
4	Total	\$444,909.59	\$254,605.63*	\$190,303.96
Project Funding for this Period				
5	County Contract Amount*		\$254,605.63	
6	CommuniCare 3 rd Party Billing/Match		\$190,303.96	
7	Total		\$444,909.59	

CommuniCare Health Centers - Mobile Medicine				
Fiscal Year 2022-23				
July 1, 2022 through June 30, 2023				
Costs for this Period		Total	County	CCHC
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$376,846.39	\$215,655.52	\$161,190.87
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$56,526.96	\$32,348.33	\$24,178.63
2	Operating Costs	\$83,878.16	\$48,000.43	\$35,877.73
3	Direct to Clients	\$16,640.00	\$9,522.47	\$7,117.53
4	Total	\$533,891.51	\$305,526.75*	\$228,364.76
Project Funding for this Period				
5	County Contract Amount*		\$305,526.75	
6	CommuniCare 3 rd Party Billing/Match		\$228,364.76	
7	Total		\$533,891.51	

EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers - Mobile Medicine				
Fiscal Year 2023-24				
July 1, 2023 through August 31, 2023				
Costs for this Period		Total	County	CCHC
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$62,807.73	\$35,942.59	\$26,865.14
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$9,421.16	\$5,391.38	\$4,029.78
2	Operating Costs	\$13,979.69	\$8,000.07	\$5,979.62
3	Direct to Clients	\$2,773.33	\$1,587.08	\$1,186.25
4	Total	\$88,981.91	\$50,921.12*	\$38,060.79
Project Funding for this Period				
5	County Contract Amount*		\$50,921.12	
6	CommuniCare 3 rd Party Billing/Match		\$38,060.79	
7	Total		\$88,981.91	

EXHIBIT E - HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”). The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT F – PERFORMANCE MEASURES

MOBILE MEDICINE SERVICES		CommuniCare Health Centers	Sara Gavin
PROGRAM PURPOSE STATEMENT	Decrease severity and chronicity of otherwise manageable healthcare conditions for typically unserved or underserved individuals throughout Yolo County by providing behavioral, physical, and dental health services.		
PROGRAM INFORMATION	The CommuniCare Health Center Mobile Medical Team will bring medical, behavioral and dental health services to migrant workers and people experiencing homelessness where they are. The multidisciplinary team will offer comprehensive field-based care and provide individualized, wrap-around services for patients. Care will include preventative health services, urgent medical care and social engagement.		
PM1: HOW MUCH DID WE DO?			
1.1	# of patients served Top five medical conditions Top five psycho/social conditions Demographics including SOGI, DOB, language, location of service, race/ethnicity SDOH including access to sanitation, running water, food, water, housing		
1.2	# of services provided including type of services <ul style="list-style-type: none"> • Behavioral Health <ul style="list-style-type: none"> ○ Assessment ○ Counseling ○ Medication management ○ Connection to services • Physical Health <ul style="list-style-type: none"> ○ Urgent care ○ Er/hosp follow up ○ Chronic disease management ○ MAT ○ Preventative care • Dental Health <ul style="list-style-type: none"> ○ Preventative ○ Acute issue ○ Chronic disease 		
1.3	# of health and dental screenings provided		
1.4	# of referrals made to <ul style="list-style-type: none"> • Primary health services • chronic health condition services • mental health services • substance use services • long-term housing • social services/case management services 		
1.5	# of individual with an identified health home and location of health home		

EXHIBIT F – PERFORMANCE MEASURES

PM2: HOW WELL DID WE DO IT?	
2.1	# & % of newly enrolled in Medi-Cal coverage
2.2	# & % of referrals made who completed at least one follow up appointment to <ul style="list-style-type: none"> • primary health services • chronic health condition services • mental health services • substance use services • long-term housing • social services/case management services
2.3	<ul style="list-style-type: none"> • # and type of emergency department services provided in the 6-month period prior to and then following a mobile medical visit (Unnecessary ED Visits as defined as visits that meet the threshold of low acuity ED visits, which were more appropriate for an urgent care/clinic setting.)
2.4	<ul style="list-style-type: none"> • # and % of patients sent to ED (eg team calls 911) <ul style="list-style-type: none"> ○ Number and present of those visits resulting in hospitalization
2.5	<ul style="list-style-type: none"> • # of hospital admissions & readmissions
PM3: IS ANYONE BETTER OFF?	
3.1	# and % of patients who received services who reported an improvement in behavioral, physical Health or dental Health by giving a negative response to: do you think you would have been able to access care if mobile medicine team had not been here in this way
3.2	# and % of patients with objective improved Health outcomes: <ul style="list-style-type: none"> • HTN Control, A1C, PHQ-9 Narrative report of individual patient stories and program challenges

*In addition, client success stories and program challenges will need to be reported on a quarterly basis.

**Any additional outcomes as agreed upon between the parties.