

Agreement No. \_\_\_\_\_

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and LifeMoves, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of enabling services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

### 1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Exhibit E—Corporate Compliance SMMC Code of Conduct  
Attachment I—§ 504 Compliance

### 2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### 3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED NINETY EIGHT THOUSAND THIRTY DOLLARS (\$298,030). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Program Manager of Health Care for the Homeless and Farmworkers Health or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

### 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2018, through December 31, 2018.

**5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability...     \$1,000,000
- (b) Professional Liability.....     .....\$1,000,000 / \$3,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo Medical Center  
Attn: Accounts Payable  
Address: 222 W 39<sup>th</sup> Ave  
San Mateo, CA 94403  
Email: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

In the case of Contractor, to:

Name/Title: LifeMoves  
Address: 181 Constitution Drive  
Menlo Park, CA 94025  
Telephone: 650-685-5880  
Email: [msabin@lifemoves.org](mailto:msabin@lifemoves.org)

**19. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

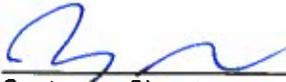
**20. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: LifeMoves

  
Contractor Signature

1/26/2018  
Date

Bruce Ives  
Contractor Name (please print)



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide the following services during the term of the Agreement.

The County of through the Health Care for the Homeless/Farmworker Health (HCH/FH) Program, is contracting with Contractor for a full range of enabling services to homeless individuals, centered on care coordination, eligibility assistance and transportation, and for enabling services to unsheltered homeless individuals in collaboration with San Mateo County's Street Medicine Team.

Contractor will provide care coordination, including outreach, patient and community education, transportation, follow-up, translation services, referral services and ongoing support to improve client access to San Mateo County Health System primary medical services and HCH/FH Program contractors, and eligibility assistance for health coverage and Supplemental Security Income (SSI) or Social Security Disability, to at least **550 unduplicated homeless individuals** during the one-year term of the Agreement, who meet Bureau of Primary Health Care (BPHC) criteria for homeless individuals. A unique unduplicated individual is one who have not been previously served and invoiced for during the term of the Agreement. At a **minimum, 75%** of these individuals (**375**) will meet the BPHC definition as a street or shelter homeless individual. A **minimum of 75 of these homeless individuals** will complete an SSI (MediCal) or SSDI (Medicare) application. A **minimum of 30 of these homeless individuals** will complete a health coverage application.

In collaboration and coordination with San Mateo County's Street Medicine Team, Contractor will provide care coordination, including transportation to medical appointment, picking up medication, and establishing and evaluating adherence to case plan, medical needs assessments and intensive follow-up to at least **140 unduplicated street homeless individuals** who meet BPHC criteria for street homeless individuals. A unique unduplicated individual is one who have not been previously served and invoiced for during the specified term of the Agreement, including for the care coordination services specified in the preceding paragraph. **100%** of these individuals (**140**) will meet the BPHC definition as a street homeless individual at the time service is initiated.

The services to be provided by Contractor will be implemented as measured by the following objectives and outcome measures:

**OBJECTIVE 1:** Provide initial assessments, healthcare planning and on-going **care coordination** services to a minimum of **550** homeless individuals each during the term of the Agreement in order to better access primary medical care through the San Mateo County Health System, and HCH/FH Program contractors. A minimum of **1,375** on-going care coordination encounters will be provided to these 550 individuals. At least 90% will have a documented care plan.

Care Coordinator/Manager definition- Acts as a liaison between the target population patient and health care organizations. They offer support by providing some or all of the following: information on health and community resources, coordinating transportation, making appointments, delivering appointment reminders, tracking whether appointments are kept, and accompanying people at appointments; help clients and providers develop a care management plan and assist clients to adhere to the plan.

Each care coordination encounter must meet BPHC visit criteria to be included in the count. Such criteria, as they may be amended from time to time, are incorporated by reference into this

Agreement. BPHC presently defines a enabling services encounters as an encounter between a service provider and a patient during which services are provided that assist patients in the management of their health needs, including patient needs assessments, the establishment of service plans, the maintenance of referral, tracking, and follow-up systems, and the provision of support services in accessing health care. These encounters must be face-to-face with the patient. Third party and remote (telephone, email) interactions on behalf of or with a patient are **not** counted in care coordination encounters.

**OBJECTIVE 1.1.: Intensive Care Coordination-** Of the 550 homeless individuals served, assist at least **50** new (client has not been seen for primary care in the past two years) unduplicated homeless individuals each reporting period to engage and maintain participation in health programs and the health care system in order to better access health services through the San Mateo County Health System and HCH/FH Program contractors. These individuals will receive intensive and on-going care coordination services as appropriate. The determination of a client's status as a new unduplicated homeless individual shall be determined by Contractor through use of a standard information gathering protocol, as approved by the HCH/FH Program, which may include self-attestation by the client. A minimum of **150** on-going encounters will be provided to these 50 individuals.

**Outcome Measure 1.A:** Of the homeless individuals that do not currently have a medical home, a minimum of 50% will establish a medical home, as defined by a minimum of two (2) attended primary medical care service appointments (one initial appointment and one follow-up appointment).

**Outcome Measure 1.B:** At least 150 of homeless individuals served will be homeless individuals with chronic health conditions (including, but not limited to, obesity, hypertension, diabetes, and asthma).

**Outcome Measure 1.C:** At least 75% of clients with a scheduled primary care appointment will attend at least one scheduled primary care appointment.

**OBJECTIVE 2:** To improve access to health care by providing eligibility assistance to homeless individuals in making application for appropriate health insurance coverage plans.

**Outcome 2.A.** 100% of clients that are uninsured will be referred to Contractor Health Care for Homeless staff for health insurance enrollment. As warm hand offs increase rate of success, it is highly encouraged that Contractor HCH eligibility staff accompany CHOW in field as schedule permits.

**Outcome 2.B:** At least 75 individuals during the term of the Agreement will complete an SSI (MediCal) or SSDI (Medicare) application. SSI/SSDI claims will be supported from the initial submission to Administrative Law Judge (AJL) hearing as needed. At least 60% (45) will attend their scheduled Consultative Exam. At least 20% (15) of these individuals will be classified in the street homeless category.

**Outcome 2.C:** All (100%) homeless clients will be screened for health insurance/coverage eligibility. At least 30 homeless individuals each during the term of the Agreement will complete a submission for coverage through Covered California, the Medi-Cal Program or the Access to Care for Everyone (ACE) Program, as appropriate.

**OBJECTIVE 3:** Provide initial assessments, healthcare planning and on-going care coordination services to a minimum of **140** street homeless individuals for coordination with the San Mateo County Street Medicine Team each reporting period in order to better access primary medical care through the San Mateo County Health System, and HCH/FH Program contractors. A minimum of **300** on-going care coordination encounters will be provided to these 140 individuals. At least 90% will have a documented care plan.

**Outcome Measure 3.A:** Working with the Street Medicine Team, provide medical needs assessment for 100% (140) of the individuals served.

**Outcome Measure 3.B:** Of the homeless individuals that do not currently have a medical home, a minimum of 20% (28) will establish a medical home, as defined by a minimum of two (2) attended primary medical care service appointments (one initial appointment and one follow-up appointment).

**Outcome Measure 3.C:** At least 80% (112) of clients with a scheduled primary care appointment will attend at least one scheduled primary care appointment.

#### **RESPONSIBILITIES:**

The following are the contracted reporting requirements that Contractor must fulfill:

All demographic information as defined by the HCH/FH Program will be obtained from each homeless individual receiving enabling services from Contractor during the term of the Agreement. All encounter information as defined by the HCH/FH Program shall be collected for each encounter. Demographic and encounter data will be submitted to the HCH/FH Program with the monthly invoice. **This may include data for homeless individuals for whom the Contractor is not reimbursed.** The contractor will also assess and report each individual's farmworker status as defined by BPHC.

If Contractor charges for services provided in this contract, a **sliding fee scale policy** must be in place.

Any **revenue** received from services provided under this contract must be reported.

**Site visits** will occur at least annually, to review patient records and program operations, to verify the accuracy of invoicing and to assess the documentation of client activities/outcome measures. The HCH/FH Program will work with contractor to try and accommodate scheduling for routine site visits and will provide contractor with a minimum notice of two (2) weeks for routine site visits, regardless. If the HCH/FH Program has identified issues, such as, but not limited to:

- a. Lack of timely reporting, especially repeatedly
- b. Multiple invoicing errors: billings for duplicates; spreadsheet and invoice don't match; etc.
- c. Ongoing difficulties in scheduling routine site visits
- d. Complaints or reports that raise concerning issues; etc.,

The HCH/FH Program will advise the contractor of the issue and provide notice to the Contractor of the possibility to perform an unannounced site visit.

**Reporting requirements-** Monthly and quarterly submission of invoices and reports are required via template supplied to contracts. If the program pursues a cloud based data depository (data base) for monthly and quarterly data, contractor will be required to upload/submit data into data base.

A monthly invoice detailing the number of new unduplicated individuals served in the previous month and the total encounters provided to all homeless individuals in this same time period will be submitted to the HCH/FH Program by the 10<sup>th</sup> day of the following month. A separate transportation encounter spreadsheet will also be provided monthly. Invoices shall be sufficiently detailed to allow for tracking an individual to their provided demographic data.

Quarterly reports providing an update on the contractual goals, objectives, and outcome measures shall be submitted no later than the 15<sup>th</sup> day of the month following the completion of each calendar quarter throughout the contract.

If contractor observes routine and/or ongoing **problems in accessing medical or dental care services within SMMC**, Contractor shall track and document problematic occurrences and submit this information to designated HCH/FH staff for follow up.

Contractor will provide County with notice (within 10 calendar days) of staff changes involving services provided under this Agreement, and a plan on how to ensure continuity of services. Contractor will facilitate HCH/FH staff meeting with new staff members soon after they have started to orient them with the Agreement and program, including contracting and related staff.

Participate in planning and quality assurance activities related to the HCH/FH Program.

Participate in HCH/FH Provider Collaborative Meetings and other workgroups.

Participate in community activities that address homeless issues (i.e., Homeless, One Day Count, Homeless Project Connect, etc.).

Provide active involvement in the BPHC Office of Performance Review Process.

## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County shall pay Contractor at a rate of \$275.00 for each established (not "new" as defined in Exhibit A) unduplicated homeless individual invoiced during the term of the Agreement for delivery of care coordination services, up to the maximum of 500 individuals during the term of the Agreement, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate of \$525.00 for each unduplicated homeless individual invoiced the term of the Agreement for delivery of intensive care coordination services for "new" clients as defined in Exhibit A, up to the maximum of 50 during the term of the agreement, limited as defined in Exhibit A for "unique unduplicated."

County shall pay contractor at a rate of \$420.00 per unduplicated homeless individual invoiced, during the term of the Agreement, for completing application to SSI (MediCal) or SSDI (Medicare) up to and including at least one potential appeal of a denial, up to a maximum of 75 during the term of the Agreement, limited as defined in Exhibit A for homeless category and "unique unduplicated".

County shall pay contractor at a rate \$110.00 per unduplicated homeless individual invoiced during the term of the Agreement for completing the enrollment process for Covered California, Medi-CAL or the ACE program, as appropriate, up to a maximum of 30 during the term of the Agreement, limited as defined in Exhibit A for "unique unduplicated."

County shall pay Contractor at a rate of \$600.00 for each unduplicated street homeless individual during the term of the Agreement, for delivery of care coordination services for street medicine clients, up to the maximum of 140 individuals during the term of the Agreement limited as defined in Exhibit A for "unique unduplicated." Individuals invoiced under this term must also be unique and unduplicated from the care coordination terms in paragraphs 2 and 3 above of this Exhibit.

County shall pay contractor at a rate \$45.00 per unduplicated one-way trip by homeless individuals invoiced during the term of the Agreement for the delivery of transportation services, up to the maximum of 344 trips per contract period. A separate transportation encounter spreadsheet will also be provided monthly.

Contractor will invoice the HCH/FH Program by the 10<sup>th</sup> day of the month after rendered services with the number of homeless individuals and encounters for the previous month.

### **Budget Overview**

	<b>Service</b>	<b>Unduplicated Maximum</b>	<b>Payment per Unit</b>
Must be unduplicated across all three categories and invoiced only once in one category	Care Coordination	500 patients	\$275/patient
	Intensive Care Coordination	50 patients	\$525/patient
	Street Medicine Care Coordination	140 patients	\$600/patient
Can be invoiced in addition to any care coordination	SSI/SSDI	75 patients	\$420/patient

Can be invoiced in addition to any care coordination	Health Coverage	30 patients	\$110/patient
Can be invoiced in addition to any care coordination	Transportation	344 trips	\$45/trip

## **EXHIBIT E**

### **CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)**

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,  
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Contractor (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Bruce Ives

Name of Contractor(s):

LifeMoves

Street Address or P.O. Box:

181 Constitution Drive

City, State, Zip Code:

Menlo Park, CA 94025

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Chief Executive Officer

Date:

1/26/2018

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."