

**AGREEMENT BETWEEN THE RAVENSWOOD FAMILY HEALTH CENTER AND
THE COUNTY OF SAN MATEO**

THIS AGREEMENT, entered into this First Day of July, 2012, by and between South County Community Health Center, Inc. dba: Ravenswood Family Health Center, a California non-profit public benefit corporation, hereinafter called "RFHC"; the COUNTY OF SAN MATEO Behavioral Health and Recovery Services, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, RFHC is a Federally-funded Section 330 Community Health Center that seeks to provide health care to people in south San Mateo County and its environs and, with its contracted providers, strives to provide community access to necessary services, while improving the health status of the communities served;

WHEREAS, it is necessary and desirable that County be retained for the purpose of delivery of treatment, including medication assessment and management, for serious mental illnesses on-site and at the East Palo Alto Mental Health Center in addition to the provision of services of a Psychiatric Nurse Practitioner who will conduct intake and care coordination at RFHC, provide "warm hand-offs" to BHRS providers, and facilitate RFHC- BHRS provider communication.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services
Exhibit B—Payments, Budget and Invoicing
Exhibit C – CMMI Terms and Conditions
Exhibit D —HIPAA Business Associate Agreement
Exhibit E - Hiring Criteria

2. Services to be performed by County

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

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," RFHC shall make payment to County based on the budget and invoicing requirements and in the manner specified in Exhibit "B." RFHC reserves the right to withhold payment if the RFHC determines that the quantity or quality of the work performed is unacceptable. In no event shall the RFHC's total fiscal obligation under this Agreement exceed TWO HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS, (\$204,500).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2013.

This Agreement may be terminated by County or RFHC or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by County under this Agreement shall become the property of the RFHC and shall be promptly delivered to the RFHC. Upon termination, the County may make and retain a copy of such materials. Subject to availability of funding, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

County agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the RFHC and that County acquires none of the rights, privileges, powers, or advantages of RFHC employees.

7. Hold Harmless

County shall indemnify and save harmless RFHC, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from County's failure to comply 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 RFHC, its officers, agents, employees, or servants, resulting from the performance of any work required of County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which RFHC 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 County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

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

9. Insurance

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The County shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the County certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as

shall protect him/her 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 County's operations under this Agreement, whether such operations be by himself/herself or by any sub-County or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

RFHC 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 the insurance afforded thereby to the RFHC, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the RFHC or its officers and employees 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, RFHC 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, RFHC, 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, and will comply with the Business Associate requirements set forth in Exhibit "D," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or RFHC 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 State, Federal, RFHC, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. County shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* County 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. County's equal employment policies shall be made available to RFHC of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the County to penalties, to be determined by the RFHC Manager, including but not limited to
 - i) termination of this Agreement;

To effectuate the provisions of this section, the RFHC Manager shall have the authority to examine County's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to County under the Contract or any other Contract between County and RFHC.

County shall report to the RFHC Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified County that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. County shall provide RFHC with a copy of their response to the Complaint when filed.

12. Dispute Resolution

Any dispute relating to, arising out of or in connection with the validity, interpretation, or performance of this AGREEMENT, the parties agree to resolve their claim or dispute pursuant to binding arbitration. After attempting informal resolution, which may include non-binding mediation, either party may initiate such arbitration.

The parties agree that any unresolved claim or dispute between them shall be submitted to arbitration presided over a neutral arbitrator chosen mutually by the parties who shall contact the American Arbitration Association (AAA) office in San Mateo County and request that said association supply the names of the three neutral arbitrators to the parties for their consideration. If the parties are unable to agree upon one arbitrator then each party shall strike one name from the list and the AAA administrator shall determine who the arbitrator will be. Any claim or dispute between the parties submitted to the arbitration shall be governed by the AAA procedural rules, allowing for limited discovery and a full evidentiary hearing. The decision for the arbitrator shall be binding upon the parties and shall have the same course and effect as a judgment and may be enforced in any court having a jurisdiction.

13. Retention of Records, Right to Monitor and Audit

(a) COUNTY shall maintain all required records for three (3) years after the RFHC makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the RFHC, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: COUNTY shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the RFHC.

(c) COUNTY agrees to provide to RFHC, to any Federal or State department having monitoring or review authority, to RFHC's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo RFHC Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of RFHC, to:

Luisa Buada, CEO
Ravenswood Family Health Center
1798 A Bay Road
East Palo Alto, CA 94303

In the case of County, to:

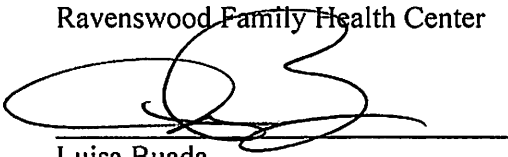
Stephen Kaplan, Director
Behavioral Health and Recovery Services
San Mateo County Health System
225 37th Avenue
San Mateo, CA 91103

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

Signature Page to Follow.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

Ravenswood Family Health Center



Luisa Buada,
Chief Executive Officer

Date: 12/14/12

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit A - Services

Services shall be provided to severely mentally ill or seriously emotionally disturbed residents of San Mateo County who are patients of RFHC including but not limited to

- delivery of treatment,
- medication assessment and management,
- at RFHC onsite or at the East Palo Alto Mental Health Center
- provision of services of a Psychiatric Nurse Practitioner who will
 - conduct intake and care coordination at RFHC,
 - provide “warm hand-offs” to BHRS providers, and
 - facilitate RFHC- BHRS provider communication
 - facilitate care transition between RFHC and BHRS services
 - facilitate care transition between inpatient psyche units and RFHC and BHRS services
 - facilitate the furnishing and monitoring of psychiatric medications, as needed, under the supervision of a BHRS psychiatrist

Exhibit "B" - Payments

In consideration of the services provided by County in Exhibit "A", RFHC shall pay County based on the following fee schedule:

- A. The County shall be paid a total of TWO HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS, (\$204,500).for the term of the agreement. Funding to the County will be contingent upon availability of public and private funds received by the United States Federal Centers for Medicaid and Medicare Innovation (CMMI).
- B. The County shall invoice the RFHC monthly for services rendered based on the negotiated line item contract below. Payments will be contingent on the timely receipt of quarterly reports as defined by the Centers for Medicaid and Medicare Innovation under the Terms and Conditions of their contract with RFHC, shown in Exhibit "C".
- C. Payments received are to cover all costs of the County, including but not limited to, staff expenses, telephone expenses, completion of all trainings, completion of all paperwork, and travel.
- D. Personnel expenses must be substantiated and submitted on forms provided by RFHC that track personnel time and activities and are signed by the employee and the supervisor

First Six Months July 1, 2012 to December 31, 2012

	<u>Total</u>
Psych Nurse Practitioner	14,978
BHRS Medical Director	14,686
BHRS Adult Clinical Services Manager II	<u>19,301</u>
Subtotal	48,965
Training (\$4,000 to support training on motivational interviewing and \$3,000 for trauma-informed services)	<u>7,000</u>
Total 1st six months	<u>55,965</u>

Second Six Months, January 1, 2013 to June 30, 2013

Psych Nurse Practitioner	89,750
BHRS Med Dir	

	17,624
BHRS Adult Clinical Services Manager II	<u>23,161</u>
Subtotal	130,535
Training (\$6,000 to support training on motivational interviewing and \$12,000 co-occurring conditions)	<u>18,000</u>
Total	<u><u>204,500</u></u>

Exhibit C – CMMI Terms and Conditions

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244-1850

HEALTH CARE INNOVATION AWARDS COOPERATIVE AGREEMENT PROGRAM TERMS AND CONDITIONS

DEFINITIONS

The following terms are defined as follows for purposes of these Program Terms and Conditions:

- Days mean calendar days.
- Start Date means the date specified in the Notice of Award.
- Project Quarter means each quarterly period beginning on the Start Date.
- Key Personnel means those considered essential to the work being performed under this award.
- Application means the application submitted by the Recipient in response to the Funding Opportunity Announcement (FOA) for the Health Care Innovation Awards, FON#CMS-1C1-12-0001, including any amendments thereto approved in writing by CMS.

GENERAL AGREEMENT TERMS

Statutory Authority

This award is issued under the authority of the Section 1115A of the Social Security Act (as added by Section 3021 of the Patient Protection and Affordable Care Act (P.L. 111-148), hereinafter referred to as the Affordable Care Act). By receiving funds under this award, the Recipient assures that it will carry out the project as authorized and will comply with the terms and conditions and other requirements of this award.

Role of CMS in a Cooperative Agreement

Under this cooperative agreement, the CMS purpose is to support and stimulate the Recipient's project in a partner role, but CMS will not assume direction, primary responsibility, or a dominant role in the project. Consistent with this concept, the dominant role and primary responsibility for the project as a whole resides with the Recipient, although specific tasks and activities in carrying out the project will be shared between the Recipient and CMS.

Transmittal of NOA

The signed Notice of Award (NOA) is transmitted via postal mail to the Authorized Official (AO). All attachments and information transmitted with the NOA are incorporated into the NOA by reference, including the terms and conditions. The Recipient is accountable for compliance with all requirements, restrictions and terms in the NOA, including without limitation the terms and conditions.

Notification

The Recipient is required to notify the CMS Project Officer (CMS PO) and the CMS Grants Specialist within ten (10) days of any personnel changes affecting the cooperative agreement's Authorized Official, Project Director, other Key Personnel identified in the Application, or the Financial Officer who is responsible for completing the Financial Status Report (SF-425) and the Federal Cash Transactions Report (PSC-272).

Sub-Recipient Equal Treatment

The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

Green Procurement

To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in "Green procurement" based on the HHS Affirmative Procurement Plan (<http://www.hhs.gov/oamp/policies/affirmativeprocurement.pdf>) and similar guidance from the Environmental Protection Agency (EPA) and the President's Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

FUNDING REQUIREMENTS

Annual Funding of the Award

The Notice of Award is for three years, with funding determined by CMS prior to the start of each year of the award. Award of these funds offers no guarantee, explicit or implied, that in a subsequent year Federal funds will be made available for the project. Even if funds are made available, CMS reserves the right to reduce those funds based on

determining whether the Recipient has achieved reasonable progress to date or for any other reason, including without limitation any determination under section 1115A(b)(3)(B). In order for the Recipient to be considered for funds in a subsequent year, CMS must determine that the Recipient complied with the terms and conditions and HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 made reasonable progress in the most recent year that funds were awarded. Reasonable progress includes but is not limited to achieving milestones, cooperating and collaborating with CMS contractors, and complying with all duties, including implementation of the operational plan as approved by CMS.

Use of Funds

All funds provided under this cooperative agreement will be used by the Recipient exclusively for the award through Funding Opportunity Number CMS-1C1-12-0001, now referred to as the Health Care Innovation Awards.

Each award is for a unique cooperative agreement project and funds can be used only for the stipulated project for which funding was awarded. The following are examples of costs for which cooperative agreement funds may not be used (please reference 45 CFR 74.27 and 92.22 for additional guidance):

1. To cover the costs to provide goods or services to individuals that are reimbursable under federal, state, and/or any other insurance programs.
2. To match any other Federal funds.
3. To provide goods, services, equipment, or supports that are the legal responsibility of another party under Federal or State law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
4. To provide infrastructure for which Federal Medicaid or CHIP matching funds are available such as for certain information systems projects.
5. To supplant existing State, local, or private funding of infrastructure or services such as staff salaries.
6. To be used for data processing software or hardware in excess of the software and personal computers required for staff devoted to the cooperative agreement.
7. To pay for the costs of applying for this award.
8. To pay for or finance goods or services outside of the United States of America (USA), its territories, or the District of Columbia.

The Recipient shall not use the award to provide for anything not related to the target population based on the project described in its Application.

CMS reserves the right to modify any award in scope and funds if CMS determines that it overlaps in scope or geographic area with another HCIA award. CMS further reserves the right to modify the program terms and conditions set forth in this document upon 30 days prior written notice to the Recipient. HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001.

MONITORING, EVALUATION & LEARNING REQUIREMENTS

All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.

Data

The Recipient is expected to collect, secure, and provide data necessary for the monitoring, evaluation, and learning diffusion of the project and cost effectiveness of the grant. Data include but are not necessarily limited to person-level and aggregate data, information on contacts/communications with beneficiaries, the types of interventions delivered to beneficiaries, changes in risk factors from year to year, and information on the costs of operating the cooperative agreement.

The Recipient is responsible for creating the unique identifier that links the beneficiary data such that the beneficiary can be tracked regardless of where they receive health care services and the payer source. This includes but is not limited to linking the beneficiary to Medicaid, Medicare, and/or CHIP data. The Recipient is responsible for providing CMS this data in Excel or another mutually agreeable format and layout by data fields. Recipient must provide all source data, if requested by CMS, such that CMS can independently verify and reconstruct the files that the Recipient sends to CMS. Recipient must comply with an Independent Verification and Validation (IV&V) by CMS of the data and related processes that result in information and reports needed by CMS for this award.

The Recipient will not receive additional reimbursement for providing data or other reasonable information to CMS or another government entity or contractor.

Upon the Recipient's request for CMS data, the CMS PO will provide the Recipient with a CMS Data Use Agreement (DUA). Even if the DUA is approved in whole or in part, CMS cannot guarantee that it will deliver any data to any Recipient or in a timely manner. Depending on the data source, there may be a cost for CMS data that the Recipient must incur if the Recipient wants the data. The Recipient is required to implement their cooperative agreement regardless of whether it receives CMS data and do so in a timely manner that meets their milestones and goals of the grant.

Rights to New Technology or Software

45 CFR part 74.36 and part 92.34 apply to these awards.

As long as Recipients comply with the provisions of the Bayh-Dole Act of 1980 (P.L. 96-517), as amended by the Technology Transfer Commercialization Act of 2000 (P.L. 106-404), and the implementing regulations at 37 CFR part 401, they have the right to retain title to any invention conceived or first actually reduced to practice using cooperative agreement funds. The principal objectives of these laws and the implementing regulations are to promote commercialization of federally funded inventions, while ensuring that inventions are used in a manner that promotes free competition and enterprise without unduly encumbering future research and discovery. The regulation requires the recipient

to develop and commercialize the technology or use patent and licensing processes to transfer cooperative agreement-supported technology to industry for development. Alternatively, unpatented research products or resources may be made available through licensing to vendors or other investigators. Sharing of copyrightable outcomes of research may be in the form of journal articles or other publications.

It is Department of Health and Human Services policy that the results and accomplishments of the activities that it funds should be made available to the public. Awardees are expected to make the results and accomplishments of their activities available to the research community and to the public at large. The full text of the Department of Health and Human Services Grants Policy statement referenced above is available online at <http://dhhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf> Page II-68, Intellectual Property.

As part of this award, Recipients are expected to participate in a variety of shared-learning and dissemination activities since a major goal of the cooperative agreements is to enable innovations that gain acceptance be adopted by members of the health care community, consistent with existing law. To support this goal, any cooperative agreement that uses open source software or other types of open source technology, CMS expects to retain a license that allows for its broad distribution. Recipients and all users must comply with the terms and expectations of open source licensing stated at: <http://www.opensource.org/licenses/index>. The Recipient must provide the software to CMS in a manner that complies with open source licensing.

Technical Assistance/Implementation

The Recipient is required to cooperate with CMS and CMS contractors during the design, implementation, and monitoring of this project. Such cooperation may include adhering to randomization procedures, project-related training, assisting with the development of materials to be used in the project including review and testing, coordinating onsite technical assistance visits, or other activities to support the Recipient's capacity to fully realize its project. The Recipient will cooperate with these contractors and other Recipients to foster project-to-project knowledge transfer of non-proprietary information and to meaningfully participate in technical assistance/implementation conference calls. This cooperation includes that the Recipient will allow CMS or its contractors access to the facilities and systems for these purposes. The Recipient will not interfere with this right to access.

Evaluation

The Recipient is required to cooperate with Federal oversight and research efforts and with CMS' and the CMS contractors' efforts to conduct an independent, Federally-funded evaluation of the project, which may include, without limitation, participation in surveys, interviews, information on the costs of operating the cooperative agreement and other data collection and provision activities, including person-level and aggregate data,

and other requirements that CMS or other Federal agency determines necessary to conduct a comprehensive evaluation. This cooperation includes that the Recipient will allow Federal oversight and research agencies, CMS, and its contractors access to the facilities and systems for these purposes. The Recipient will not interfere with this right to access.

Learning and Diffusion Efforts

The Recipient will fully cooperate with (1) Federal learning and diffusion activities; (2) the related CMS contractor's efforts with respect to the HCIA generally and the project specifically; and (3) other stakeholders on learning and diffusion with respect to the project. This cooperation may include participation in meetings and conferences that CMS determines necessary to conduct learning and diffusion both for this project and other HHS and/or CMS initiatives. A goal of the learning and diffusion efforts is have a process by which a successful innovation gains acceptance and is adopted by members of the health care community, consistent with existing law.

Publicity and Acknowledgement of Federal Funding

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of the CMS, Department of Health and Human Services support, citing the FON as identified on this award document as follows:

“The project described was supported by Funding Opportunity Number CMS-1C1-12-0001 from Centers for Medicare and Medicaid Services, Center for Medicare and Medicaid Innovation.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.”

If the Recipient plans to issue any communication concerning the outcome of HHS grant-supported activities, it must notify CMMI through its CMS PO in advance to allow for coordination. One copy of each publication, regardless of format, resulting from work performed under an HHS cooperative agreement -supported project must accompany the annual or final progress report submitted to CMMI through its CMS PO.

PROJECT IMPLEMENTATION REQUIREMENTS

The Recipient agrees to implement the project as described in its Application. The Recipient will have a maximum of six months for start-up activities from the Start Date. The Application is hereby incorporated into the terms and conditions by reference.

Recipient Operational

By August 10, 2012, the Recipient agrees to submit an Operational Plan outlining processes and milestones including, but not limited to, the following areas:

- Governance and organizational structure of the project and provider network;
- Beneficiary outreach and recruitment as necessary for approved cooperative agreement purposes;
- Information systems and data collection set-up;
- Enrollment eligibility and disenrollment processes;
- Program intervention, implementation, and delivery;
- Participant retention process, as necessary for approved cooperative agreement purposes;
- Quality, financial, and health goals and performance measurement plan;
- Appropriate consideration for privacy and confidentiality;
- Staff recruitment and training;
- Administrative systems and reporting (cooperative agreement oversight, financial reporting and monitoring, data collection, and reporting);
- Timeline for implementation and milestones for achieving beneficiary participation and other metrics included in the Recipient's application;
- Communications management plan; and
- Fraud and abuse prevention, detection, and correction.

Integrated in the Operational Plan should be the roles and responsibilities of Key Personnel and subcontractors. The Recipient must use the Operational Plan to create a quarterly schedule (based on the Start Date) for the timely submission of milestones. The Recipient shall conduct the project in accordance with the Operational Plan, which must be approved by the CMS PO in writing. Upon approval, the Operational Plan will be incorporated into the terms and conditions. The Operational Plan may be amended and revised over the period of performance of this project upon written approval by the CMS PO. The Recipient will notify CMS of any changes it is requesting to its Operational Plan by submitting change pages and/or amendments. Upon CMS approval, amendments or changes to the Operational Plan are incorporated into these terms and conditions by reference on a prospective basis. In addition, the Recipient shall amend the Operational Plan upon CMS request any time during the period of performance of this project.

Pending CMS approval of the Recipient's completed Operational Plan, funding is restricted to program planning activities only. CMS may terminate or suspend further funding under this award if CMS declines to approve the Operational Plan or any amendment to the Operational Plan or if the Recipient declines to amend the Operational Plan as requested by CMS.

Kick-off Telephone Conference Series

In preparation for the Kick-Off Telephone Conference Series the CMS PO and Recipient's Key Personnel will plan for these via conference calls or other appropriate means.

Required Travel

Recipients are expected to participate in all meetings, even if doing so would require travel.

REPORTING REQUIREMENTS

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all communications, including technical documents, reports and data submitted for this project. The CMS PO shall not direct the interpretation of the data used in preparing any communications, documents, reports, other deliverables, or written materials.

508 Compliance

Recipients must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

Telephone Contact

The Recipient will participate in telephone calls as needed with the CMS PO. The Recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS.

Financial Reports—Standard Form 425 (SF 425)

Recipients must submit a semi-annual electronic SF 425 via the Payment Management System and to the CMS Grants Specialist and CMS PO. The report identifies cash expenditures against the authorized funds for the cooperative agreement. Failure to submit the report may result in the inability to access funds.

Program Progress Reports/Quarterly Reports

CMS Program Progress Reports (PPR) are due quarterly to the CMS Grants Specialist and the CMS PO. These reports are due 30 days from the end of each Project Quarter and must include the reporting elements referenced in 45 CFR 74.51 as applicable. Quarterly reports shall include the status of project activities, a narrative summary of the

period's accomplishments (and any barriers to reaching them). A narrative summary explains the "on the ground" story of how the Recipient's work evolves, documents the challenges encountered, and identifies strategies in responding to challenges and successes. The Quarterly Reports shall include:

- A detailed accounting that includes work breakdown structure by category, time, and personnel of the Recipient's expenditures from the previous quarter and payments received;
- Planned activities over the next quarter;
- Status of the project compared with its schedule;
- Discussion of substantive findings;
- Discussion of findings regarding the self-evaluation and related program improvements;
- Problems encountered or anticipated and their impact on the schedule and implemented or planned solutions; and
- An estimate of the probability of achieving the project's goals over the next quarter.

Quarterly reports shall include an updated, detailed description by month of projected participant enrollments and projected activity expenditures for the entire project duration. CMS reserves the right to require the Recipient to provide additional details and clarifications on the content and format of the reports.

Annual Progress Report

The fourth PPR each year will serve as the Annual Progress Report and will provide a summary of activities occurring during the entire cooperative agreement year, including a detailed discussion of the project's savings as compared to its costs, lessons learned to date, any additional benefits and/or risks from the project, and comparing actual results to targeted results (as described in the Application). CMS reserves the right to require the Recipient to provide additional details and clarifications on the content of the reports.

Final Report

The Recipient will include the following in the Final Report: a complete discussion of project activities, analysis of the effectiveness/success of the project, and description of project activities that will be continued after the cooperative agreement activities have ceased. CMS reserves the right to require the Recipient to provide additional details and clarifications on the content and format of the reports. The Final Report is due within 90 days after the project period end date of the last year of the award.

Management Tool

CMS reserves the right to require Recipients to use a management tool for tracking milestone information. CMS will provide the Recipient with such tool and related instructions.

Communications

CMS will communicate with Recipients primarily by email and telephone. Emails will be sent to the AO and the AO is expected to disseminate the information to all appropriate parties to ensure timely and effective communications. The AO is responsible for having a communications management plan for internal and external communications with all appropriate parties related to this award such that they maintain timely and effective communications throughout the life of the cooperative agreement. The flow of information from CMS to the AO is deemed communication with all appropriate parties to the award. The AO must provide and maintain an accurate email address and telephone number at all times with the CMS PO. Further, if CMS establishes a listserv or other means of providing electronic communications, then Recipients must subscribe to and use that system(s).

SECURITY, NOTICES, AND TRACKING REQUIREMENTS

Privacy and Security of Health Information

The Recipient must put all appropriate administrative, technical, and physical safeguards in place before the project period start date to protect the privacy and security of protected health information in accordance with 45 CFR §164.530(c). The Recipient must meet the security standards, requirements, and implementation specifications as set forth in 45 CFR part 164, subpart C, the HIPAA Security Rule.

Notice Posted

The Recipient agrees to notify the target population of the project, through signage, notices and/or other mechanisms, such as electronic/digital media, that are agreeable to the CMS PO, of the Recipient's participation in the cooperative agreement. Notices must describe the goals and objectives of the funded project. The notice must state that the project(s) tested may not restrict the freedom of choice of providers/services for Medicare, Medicaid and/or CHIP patients in fee-for-service (FFS) plans.

Affirmative Duty to Track All Parties to the Award

Recipient must at a minimum regularly track all parties to the award in both the GSA database that is currently known as the Excluded Parties List System (EPLS), which is migrating to System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

TERMINATION

Termination for Cause

CMS may terminate this agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance (including, but not limited to, applicable provisions of the Social Security Act). In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate assurances of future performance. CMS may terminate this award with the Recipient's consent as set forth in 45 CFR 74.61(a)(2). CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. The Recipient must notify the enrolled beneficiaries before the planned day of termination at a time and in a manner designated by CMS. In the event of termination for cause, the Government shall not be liable to the Recipient for any amount for supplies or services not accepted, and the Recipient shall be liable to the Government for any and all rights and remedies provided by law. The Government shall not make any payments beyond the month of the effective date of the termination. In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.

Termination for Failure of Project

Recipient acknowledges that CMS may terminate this award in accordance with section 1115A(b)(3)(B).

Termination by Recipient

Recipient may terminate this award as set forth in 45 C.F.R. §74.61(a)(3). If the Recipient decides to terminate a portion of the cooperative agreement, CMS may determine that the remaining portion of the cooperative agreement will not accomplish the purposes for which the cooperative agreement was originally awarded. In any such case, the Recipient will be advised of the possibility of termination of the entire cooperative agreement and will be allowed to withdraw its termination request. If the Recipient does not withdraw its request for partial termination, CMS may initiate procedures to terminate the entire cooperative agreement for cause.

OTHER REQUIREMENTS

Indirect Costs (*Ignore: Does not apply to subcontractors*)

All Recipients must provide a federally approved Indirect Cost Rate Agreement to CMS. If a Recipient does not have one, then the Recipient must apply for one and provide it within 30 days of the Start Date.

Bankruptcy

In the event the Recipient or one of its sub-recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Specialist and CMS PO. This written notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing and sent according to the Notice clause of this document. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant numbers and grant offices for all Government grants against which final payment has not been made.

Scope of Review

The Recipient acknowledges that section 1115A(d)(2) of the Social Security Act precludes administrative and judicial review of certain matters pertaining to projects tested under section 1115A, including the selection of organizations, sites, or participants to test projects and the elements, parameters, scope and duration of projects for testing.

Notices

Any notice shall be in writing and shall be deemed to have been given when received. CMS encourages Recipients to use delivery that provides proof of receipt whether by email, USPS, or a commercial carrier like FedEx, UPS, or the like. The burden to prove receipt of delivery is on the Recipient and all communications must include the appropriate mailstop as part of the full mailing address, if sending hardcopy materials, and include sufficient information to uniquely identify the grant, including the cooperative agreement number.

Exhibit D – Business Associate Agreement

South County Community Health Center, Inc.

Dbas: Ravenswood Family Health Center – hereinafter (Covered Entity)

and

San Mateo County Behavioral Health and Recovery Services – hereinafter (Company)

This Business Associate Agreement (“BAA”) effective on the last signature date below, is entered into by and between (South County Community Health Center, Inc. Dbas: Ravenswood Family Health Center, (Covered Entity) and _____ (Company)

1. **BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements, that require Company to be provided with, to have access to, and/or to create Protected Health Information (the “Underlying Contract(s)”), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) and codified at 45 C.F.R. parts 160 and 164 (“HIPAA Regulations”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to **Company’s** Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. **Company** acknowledges that effective January 1, 2010, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).
2. **DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information **Company** received from or created or received on behalf of Covered Entity as Covered Entity’s Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of **Company’s** workforce, not Covered Entity’s workforce, in relation to the protection of that information.
3. **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**
 - 3.1. **Obligations of Company.** With regard to its Use and/or Disclosure of PHI, **Company** agrees to:

- a. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law. [§ 164.504 (e)(2)(ii)(A)] Effective January 1, 2010, **Company** may Use and Disclose Protected Health Information only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.
- b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504 (e)(2)(ii)(B)]
- c. report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which **Company** becomes aware. [§ 164.504 (e)(2)(ii)(C)]
- d. ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by **Company** on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to **Company** with respect to such information. [§ 164.504 (e)(2)(ii)(D)]
- e. within twenty (20) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(E)] In the event any individual requests access to PHI directly from **Company**, **Company** shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.
- f. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("Privacy Rule") in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(F)]
- g. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§ 164.504 (e)(2)(ii)(G)] **Company** shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written

request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the individual's request for an accounting. In the event the request for an accounting is delivered directly to **Company**, **Company** shall within seven (7) business days forward such request to the Covered Entity.

- h. make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Rule. [§ 164.504 (e)(2)(ii)(H)]
- i. upon the expiration or termination of an Underlying Contract, return to Covered Entity or destroy all PHI, including such information in possession of **Company's** subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, **Company** agrees to extend all protections, limitations and restrictions contained in this BAA to **Company's** Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract. [§ 164.504 (e)(2)(ii)(I)]
- j. use reasonable commercial efforts to mitigate any harmful effect that is known to **Company** of a Use or Disclosure of PHI by **Company** in violation of the requirements of this BAA.
- k. implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). [§ 164.314 (a)(2)(i)(A)]
- l. ensure that any agent and subcontractor to whom **Company** provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314 (a)(2)(i)(B)]
- m. report promptly to Covered Entity any successful Security Incident of which **Company** becomes aware [§ 164.314 (a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting ePHI, such report to Covered Entity will be made available upon written request.
- n. make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Security Rule. [68 Fed. Reg. 8334, 8359]

- o. Effective January 1, 2010, if **Company** accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Sec. 4402(h)(1)), it shall, following the discovery of a breach of such information, notify the Covered Entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by **Company** to have been accessed, acquired, or disclosed during such breach. [HITECH Sec. 4402 (b)]

3.2. Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, **Company** may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, **Company** may:

- a. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of **Company** [§ 164.504 (e)(4)(i)];
- b. Disclose the PHI in its possession to a third party for the purpose of **Company's** proper management and administration or to carry out the legal responsibilities of **Company**, provided that the Disclosures are Required By Law or **Company** obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504 (e)(4)(ii)];
- c. provide Data Aggregation services relating to the Health Care Operations of the Covered Entity [§ 164.504 (e)(2)(i)(B)]; and
- d. de-identify any and all PHI obtained by **Company** under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§ 164.502 (d)(1)]

3.3. Obligations of Covered Entity. Covered Entity agrees to timely notify **Company**, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by **Company** under this BAA.

4. TERMINATION BY COVERED ENTITY. Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by **Company**, the Covered Entity shall provide **Company** with written notice of such breach in sufficient detail to enable **Company** to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after Covered Entity provides the notice to **Company**, **Company** fails to cure the breach within a reasonable time period not less than thirty (30) days specified by Covered Entity in such notice; provided, however, that such time period specified by Covered Entity shall be based on the nature of the breach involved. [§§ 164.504 (e)(1)(ii)(A), (B) & 164.314 (a)(2)(i)(D)].

5. MISCELLANEOUS.

- 5.1. **Interpretation.** The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.
- 5.2. **No Third Party Beneficiaries.** Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.3. **Amendment.** To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

COVERED ENTITY

COMPANY

By: 

By: _____

Print Name: Luisa Buada_____

Print Name: _____

Print Title: Chief Executive Officer_____

Print Title: _____

Date: _____

12/14/12

Date: _____

Hiring Criteria – Exhibit E

1. County will collaborate with RFHC Director of Behavioral Health Programs in the selection of the Psych Nurse Practitioner who will work on the project
2. County employees who are paid from CMMI grant funding must be cleared from the following federal agencies and available for inspection.
 - a. <https://www.exclusions.oig.hhs.gov> – search and print out the results and put in the personnel file. Must be cleared before the date of hire
 - b. <https://www.epls.gov> - search and print out the results and put in the personnel file. Must be cleared before the date of hire
 - c. <https://www.e-verify.uscis.gov> - search and print out the results and put in the personnel file. Must be cleared before the date of hire
3. Criminal background check through the County's credentialing vendor should also be in the personnel file and available for inspection.
4. Evidence of clearance from communicable diseases must be available to RFHC for inspection. This includes, annual TB clearance, immunity for varicella, measles, mumps, rubella, and a current TDap vaccine.
5. Licensed personnel must be credentialed with current licenses. Copies of County credentialing and copies of current license to practice in their profession may be required to be presented to RFHC for grant purposes.

ATTACHMENT I

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

The undersigned (hereinafter called the "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.

Denise Chan

Name of 504 Person - Type or Print

Ravenswood Family Health Center

Name of Contractor(s) - Type or Print

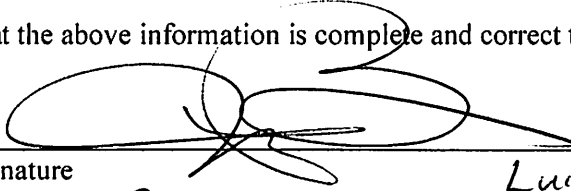
1798A Bay Rd

Street Address or P.O. Box

East Palo Alto, CA 94303

City, State, Zip Code

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


Signature

Luisa Buada

CEO

Title of Authorized Official

12/14/2012

Date

*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."