

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

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SOUTH COUNTY COMMUNITY HEALTH CENTER, INC. dba: RAVENSWOOD FAMILY HEALTH CENTER, a California non-profit public benefit corporation, hereinafter called "RFCH";

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. Services to be Performed by County

In consideration of the payments hereinafter set forth, County shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and in Exhibit "B," 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 ONE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS, (\$158,194).

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and RFHC is to create an independent contractor relationship.

4. Hold Harmless

It is agreed that RFHC shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of RFHC, its officers and/or employees. RFHC shall indemnify and save harmless County, its officers, agents, employees, and servants from any sanctions, penalties or claims of damages resulting from RFHC'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.

It is further agreed that County shall defend, save harmless and indemnify RFHC, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of RFHC, its officers and/or employees, and County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

5. Insurance

A. Workers' Compensation and Employer Liability Insurance. County shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am 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 Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. County shall be self-insured during the term of this Agreement or shall have such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury.

6. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

7. Records

A. County agrees to provide to RFHC, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

B. County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

8. Compliance with Applicable Laws

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap 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.

9. Notes

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:

Steve 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.

10. Controlling Law.

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.

11. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2014 through June 30, 2015 . This Agreement may be terminated by RFHC or County at any time upon thirty (30) days' written notice to the other party.

-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: May 28, 2014

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

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 ONE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS, (\$158,194) 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

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

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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 3

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-1C1-12-001, 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 4

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 HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 5

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, HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 6

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 Plan

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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. HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 8

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 HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 9

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. HCIA Program Terms and Conditions Related to FOA # CMS-1C1-12-0001 10

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.

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.

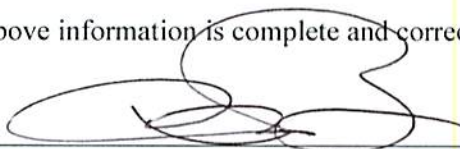
Denise Chan
Name of 504 Person - Type or Print

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

May 28, 2014
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."