

ORIGINAL

FUNDING AGREEMENT #4675

THIS FUNDING AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and Marshall Medical Center, a California Corporation operating under the laws of the State of California as a non-profit general acute care hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (*Mailing: PO Box 872, Placerville, CA 95667*), (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, County’s Health and Human Services Agency has successfully applied for and received funding through a County Medical Services Program Governing Board grant to promote and provide local wellness and prevention services to County Medical Services Program eligible and potentially eligible persons within the community; and

WHEREAS, County’s Health and Human Services Agency has obtained approval from County Medical Services Program Governing Board to sub-award the funding from Agreement #333-F1711 including any and all amendments, to continue outreach and engagement activities, with a focus on Latino and Native American persons as well as people experiencing homelessness who are eligible for County Medical Services Program and other publicly funded grant programs; and

WHEREAS, Grantee is able to provide additional settings not as easily accessible to El Dorado County Health and Human Services Agency staff members. Specifically, the emergency department, which the uninsured target population often frequents for care, as well as obstetric clinics, wound-care clinics, and the substance-abuse treatment clinic; and

WHEREAS, Grantee would devote a case manager to work with its front-desk staff and clinical staff in the emergency department, and the other clinics noted above, to engage with patients identified as being uninsured or otherwise eligible for publicly funded healthcare programs; and

WHEREAS, Grantee has agreed to accept said funding and has represented that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, the funding provided herein will provide a valuable public service to the people of the County of El Dorado; and

WHEREAS, the parties agree the funding will be used in conformity with all applicable federal, state and local laws and the funding shall be used in conformity with the Grantee’s stated purpose.

NOW, THEREFORE, County and Grantee mutually agree as follows:

ARTICLE I

Use of Funds and Payment:

- A. Use of Funds: Grantee agrees to furnish personnel, equipment, and activities or services in accordance with Attachment A, “Increase Healthcare Access for Vulnerable Populations Proposal: Marshall Medical Center Overview,” attached hereto and incorporated by reference herein.

- B. Payment: County agrees to reimburse up to a maximum amount of \$135,000.00 to Grantee within forty-five (45) days of receipt and approval of an original invoice(s) on Grantee’s letterhead referencing this Agreement #4675 and County Medical Services Program Governing Board Agreement #333-F1711. Grantee shall submit request for reimbursement, including copies of paid vendor invoices for purchased items as appropriate within fifteen (15) days of the end of each calendar month.

Requests for reimbursement shall be addressed as indicated in the table below or to such other location as County may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Email invoices to:
Health and Human Services Agency Attn: CMSP 931 Spring Street Placerville, CA 95667	phinvoice@edcgov.us

The total amount of this Agreement shall not exceed \$135,000.00.

Budget Modifications may be submitted prior to March 30, 2021 to Health and Human Services Agency Chief Financial Officer, or successor and are subject to approval by County Medical Services Program Governing Board. An approval acceptance letter will be sent for any approved budget modifications and must be obtained before the corresponding expenses are incurred. Any alternate expense or changes must be only to accomplish the same goals and be of an equivocal total cost, not exceeding maximum contractual obligation of \$135,000.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire June 30, 2021.

ARTICLE III

Funding Credit: Grantee agrees to credit the County for the grant on all printed or internet materials generated for the Project during the grant cycle by using the County seal, unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready County seal will be provided upon request. If there are no printed materials, credit to the County is to be announced by Grantee verbally at the event or program.

ARTICLE IV

Audits, Compliance, and Monitoring:

- A) Grantee shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B) Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Grantees receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Grantee until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Grantee be deemed insufficient or inaccurate.
- C) All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D) Upon notification of an exception or finding of non-compliance, the Grantee shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E) Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE V

Reports Required: Marshall Medical Center (MMC) will execute grant activities as defined herein effective upon execution of this Agreement through June 30, 2021. Thereafter, MMC shall develop and submit the following reports to Health and Human Services Agency (HHS):

- A) Report to HHS on activities performed through June 30, 2020 – due July 14, using the report format attached hereto as Exhibit C, and incorporated herein and made reference a part hereof. Upon receipt of the report, HHS will review, and work with MMC to finalize the data prior to submission to County Medical Services Program (CMSP) July 31, 2020.
- B) Report to HHS on activities performed July 1 – December 31, 2020 by Jan 31, 2021, using the report format attached hereto as Exhibit C, HHS will review and work with MMC to finalize the data prior to submission to CMSP March 31, 2021.

- C) Report to HHSA on activities performed January 1 – June 30, 2021 by July 14, 2021, using the report format attached hereto as Exhibit C, HHSA will review and work with MMC to finalize the data prior to submission to CMSP September 30, 2021.

Grantee shall provide a statement, in reasonable detail, regarding the amount received and expended in accordance with Article I and shall return any unused funds. Any funds that have not been used for the purpose stated herein within sixty (60) days following completion of Project, determined by the County, shall be returned to the County within thirty (30) days of County's demand.

Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred for the Project in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Assignment and Delegation: Grantee is engaged by County for its unique qualifications and skills as well as those of its personnel. Grantee shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Grantee receives written consent to subcontract services under this Agreement, Grantee is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Grantee is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

ARTICLE VIII

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

ARTICLE IX

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Ct.
Building C (upstairs)
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Grantee shall be addressed as follows:

MARSHALL MEDICAL CENTER
Contracts Department
PO Box 872
Placerville, CA 95667
Attn: Contracts Associates

or to such other location as the Grantee directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Termination of Agreement: This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the CMSP Board immediately for failure to comply with the terms of this Agreement, including but not limited to the terms specified in Article titled "Payment and Use of Funds", and Article titled "Reports Required". Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to HHSA within thirty (30) days, and shall provide HHSA with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

ARTICLE XV

Indemnity: County shall defend, indemnify, and hold Marshall harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Marshall's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Marshall, County, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of Marshall, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save the Marshall harmless includes the duties to defend set forth in California Civil Code Section 2778.

Marshall shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Marshall's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Marshall, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Marshall to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: The County is self-insured and shall provide a letter of self-insurance as requested by Marshall during the term of this Agreement.

Marshall shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Grantee under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Grantee: Grantee covenants that Grantee presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Grantee.

ARTICLE XIX

Nondiscrimination: In completing the Project, employing personnel, or in any other respect of this Agreement, Grantee shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

- A) County may require Grantee's services on projects involving funding from various state and/or federal agencies, and as a consequence, Grantee shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Grantee and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Grantee shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Grantee and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B) Where applicable, Grantee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C) Grantee's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

Licenses: Grantee hereby represents and warrants that Grantee and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Grantee and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Grantee and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXI

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XXII

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Nancy Williams, M.D., M.P.H., Public Health Officer, Health and Human Services Agency, or successor.

ARTICLE XXV

Special Terms and Conditions: Grantee, by signing this Agreement, becomes a sub recipient of funds via Agreement #333-F1711 including any and all amendments between the County and County Medical Services Program Governing Board, which constitute part of this Agreement, available at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. As such, Grantee agrees to adhere to all applicable terms and conditions. Noncompliance with the aforementioned agreement and its terms and conditions may result in termination of this Agreement by giving written notice as detailed in Article titled "Termination of Agreement"

The terms "contract", shall also mean, "agreement", "grant", or "grant agreement"; the terms "Grantee" and "Subcontractor" shall also mean "Subgrantee."

A. HIPAA Compliance: As a condition of Grantee performing services for the County of El Dorado, Grantee agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit B (incorporated herein and made by reference a part hereof).


ARTICLE XXVI

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Nancy Williams, MD, MPH, Public Health Officer
Health and Human Services Agency

Dated: 5/18/20

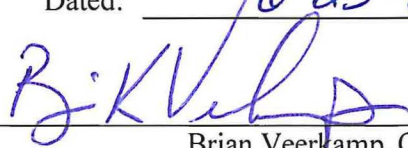
Requesting Department Head Concurrence:

By: 
Donald Semon, Director,
Health and Human Services Agency


Dated: 6-1-20

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6-23-2020
By: 
Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:  Deputy Clerk
Dated: 6-23-2020

-- GRANTEE --

MARSHALL MEDICAL CENTER
A CALIFORNIA CORPORATION

By: 
Siri Nelson, CEO
"Grantee"
Dated: 5/19/2020

ATTACHMENT A

Increase Healthcare Access for Vulnerable Populations Proposal: Marshall Medical Center

OVERVIEW

In response to a request by El Dorado County¹, Marshall Medical Center proposes to hire 1.4 FTE Healthcare Access Case Managers to provide community-based follow up for people in need of assistance accessing healthcare coverage and services.

GOALS

1. Assist vulnerable and at risk populations in obtaining healthcare coverage and accessing healthcare services in the community;
2. Ensure all temporary hospital-based insured patients receive follow up in the community;
3. Partner with hospital case managers, Marshall Medical Center providers, and community resources to assist patients in overcoming barriers to community-based care and services.

SPECIFICATIONS

The Healthcare Access Case Managers will pursue connecting with patients in the community who have unique barriers and needs for healthcare coverage and access, including but not limited to homeless, undocumented and uninsured populations.

Given the current COVID-19 crisis, we recognize the value and impact of utilizing registered nurse (RN) and social work (SW) case managers instead of typical community health advocates. The use of higher level case managers will have a greater ability to take independent action during direct client contact, as opposed to relying on connecting a client to others who can then take action. Missed opportunities are frequent when systems rely on transfer of care, especially in vulnerable populations.

In addition, the Healthcare Access Case Managers will assess for health and psychosocial needs and determine a plan of care. The RN will provide personalized education and assistance for navigating access to care coverage and various services. The SW will work collaboratively to provide support for social, psycho-social and financial needs.

The Healthcare Access Case Managers will use existing services for establishing insurance coverage for the target population that exist in the County, including Marshall Hospital, El Dorado Community Health Centers and The Shingle Springs Health and Wellness Center.

The Healthcare Access Case Managers will have particular importance in the current COVID-19 crisis in outreaching and connecting with the target population, with the goal of ultimately, reducing community spread.

¹ As a part of county-managed grant funds available through December 2020

Successful completion of this project will increase the number of at risk patients with long term healthcare coverage, the number of people with an assigned primary care doctor, and ultimately reduce unnecessary utilization of the Emergency Department.

RESPONSIBILITIES

The Healthcare Access Case Managers will provide outreach and engagement for a targeted population of individuals who may be eligible for CMSP and other publicly-funded to assist clients in determining health insurance options, with a primary focus on Latino and Native American population as well as people experiencing homelessness who are eligible for CMSP and other publicly funded grant programs.

The Healthcare Access Case Managers will work with front-desk and clinical staff in the emergency department as well as obstetric clinics, wound-care clinics, substance-abuse treatment clinics and the El Dorado County Homeless Outreach Team (HOT) to engage with clients identified as being uninsured or otherwise eligible for publicly funded healthcare programs. The Healthcare Access Case Managers will seek to enroll individuals into CMSP by explaining regulations, rules, and policies to clients and apprise them of their rights, responsibilities, and eligibility for available programs. Additionally, the Healthcare Access Case Managers will work to connect the target population to medical and social services, facilitate and educate on the appropriate use of these services and identify and remove barriers to access.

JOB REQUIREMENTS

- DMV requirements
- CA RN / CA LSW (Graduate SW gaining work experience may be considered)
- Experience in delivering care to hard to reach populations and building trust and relationships with people and organizations within the community
- Knowledge of healthcare insurance, healthcare services, and community resources
- Highly autonomous role requires critical thinking, research, and excellent follow through
- Bilingual in Spanish or an ability to communicate in Spanish preferred

DATA COLLECTION

Patients who received assistance

- Names of patients, primary language spoken
- Whether or not they received permanent healthcare coverage
- Whether or not they were assisted in obtaining a primary care doctor
- What resources were connected with the patient
- Future follow up needed to ensure success in community-based care

What type of patient contact was successful

- Phone calls
- In home visits - announced vs. unannounced
- Visits to public locations, homeless camps

BUDGET

PERSONNEL

Position	FTE	Term	Hrs	Rate Per Diem	Expense	Benefits	Total
RN Case Manager	1.0	9/12	1560	\$64.96	\$101,343	\$0.00	\$101,343
SW Case Manager	0.4	9/12	624	\$43.84	\$27,355	\$0.00	\$27,355
Total Personnel							<u><u>\$128,698</u></u>

OFFICE SUPPLIES/SMALL EQUIPMENT

Item	Qty	Unit	Total
Laptop Computer	2	\$1,371	\$2,742
Mobile Phone (9 Months)	2	\$80	\$1,440
Total Office Supplies/Small Equipment			\$4,182

TRAVEL

Item	Qty	Unit	Total
In County Travel	1600	\$0.58	\$920
Total Travel			\$920

OTHER COSTS

Item	Qty	Unit	Total
Outreach and Educational Materials	1	\$1,200	\$1,200
Total Travel			\$1,200

TOTAL COSTS: \$135,000

Exhibit “B”
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule

in the event that the PHI in BA's possession constitutes a Designated Record Set.

- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

- (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

- (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

- (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

- (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

EXHIBIT C - Reporting DEMOGRAPHICS

DATE _____	REPORTING PERIOD <i>(please circle)</i>	Qtr 1 (Jul-Sept)	Qtr 2 (Oct-Dec)
		Qtr 3 (Apr-Jun)	Qtr 4 (Jan-Mar)
PROGRAM NAME _____	Fiscal YEAR _____		
Total Number of Individuals Served _____			

For programs serving children or youth under 18 years of age, the demographic information required for this section shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.

DEMOGRAPHIC DATA	TOTALS
<p><u>GENDER - Assigned sex at birth</u></p> <p>Male Female Declined to Answer</p> <p><u>GENDER - Current gender identity</u> *Collection of this information from a minor younger than 12 years of age is not required.</p> <p>Male Female Transgender Genderqueer Questioning or unsure of gender identity Another gender identity Declined to answer</p> <p><u>AGE GROUP</u></p> <p>Children/Youth (ages 0-15) Transitional Age Youth (TAY) (ages 16-25) Adult (ages 26-59) Older Adult (ages 60+) Declined to answer</p> <p><u>ETHNICITY - Hispanic or Latino</u></p> <p>Caribbean Central American Mexican/Mexican-American/Chicano South American Puerto Rican Other Declined to answer</p>	

EXHIBIT C - Reporting DEMOGRAPHICS

DEMOGRAPHIC DATA	TOTALS
<u>ETHNICITY - Non-Hispanic or Non-Latino</u>	
African	
Asian Indian/South Asia	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
More than one ethnicity	
Declined to answer	
<u>RACE</u>	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or other Pacific Islander	
White	
Other	
More than one race	
Declined to answer	
<u>SEXUAL ORIENTATION</u>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Gay or Lesbian	
Heterosexual or Straight	
Bisexual	
Questioning or unsure of sexual orientation	
Queer	
Another sexual orientation	
Declined to answer	
<u>VETERAN STATUS</u>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Yes	
No	
<u>DISABILITY</u>	
Difficulty seeing	
Difficulty hearing or having speech understood	

EXHIBIT C - Reporting DEMOGRAPHICS

DEMOGRAPHIC DATA	TOTALS
Mental (i.e. learning disability, developmental disability, dementia) Physical/Mobility domain Chronic health condition Other Declined to answer None	
<u>PRIMARY THRESHOLD LANGUAGE</u> Arabic Armenian Cambodian Cantonese English Farsi Hmong Korean Mandarin Other Chinese Russian Spanish Tagalog Vietnamese Declined to answer	
<u>CITY/TOWN OF RESIDENCE</u> <u>North County</u> Coloma Cool Garden Valley Georgetown Greenwood Lotus Kelsey Pilot Hill Other <u>Mid County</u> Camino Cedar Grove Echo Lake Kyburz Pacific House Pollock Pines	

EXHIBIT C - Reporting DEMOGRAPHICS

DEMOGRAPHIC DATA	TOTALS
<u>CITY/TOWN OF RESIDENCE (Cont'd)</u>	
<u>Mid County Cont'd</u>	
Riverton	
Other	
<u>South County</u>	
Fair Play	
Grizzly Flats	
Mt. Aukum	
Somerset	
Other	
<u>West County</u>	
Cameron Park	
El Dorado Hills	
Shingle Springs	
Rescue	
Other	
<u>Placerville Area</u>	
Diamond Springs	
El Dorado	
Pleasant Valley	
Placerville	
Other	
<u>Tahoe Basin</u>	
Meyers	
South Lake Tahoe	
Tahoma	
Other	
<u>ECONOMIC STATUS</u>	
Extremely low income	
Very low income	
Low income	
Moderate income	
High income	
<u>HEALTH INSURANCE STATUS</u>	
Private insurance	
Medi-Cal	
Medicare	
Uninsured	