Title: Approvals for Implementation of Pathways to Health + Home Program

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager’s designee to: 1) execute the attached incentive agreements with The Regents of the University of California on behalf of UC Davis Health and Dignity Health for $100,000 each; 2) execute the attached contract supplement to Agreement 2017-1528 with Healthy Community Forum for the Greater Sacramento Region dba Sacramento Covered to extend Pathways IT services through June 30, 2019 and increase the total not-to-exceed amount by $100,000 for a new total not-to-exceed amount of $1,225,000; and 3) execute the attached contract with Cares Community Health dba One Community Health for hub entity services through December 31, 2019 with a total not-to-exceed amount of $195,000.

Contact: Emily Halcon, Homeless Services Coordinator, (916) 808-7896 and Anira Khlok, Homeless Services Program Analyst, (916) 808-7948, Office of the City Manager

Presenter: None.

Attachments:
1-Description/Analysis
2-Dignity Health Incentive Agreement
3-UC Davis Health Incentive Agreement
4-Sacramento Covered IT Contract Supplement
5-One Community Health Hub Entity Agreement
Description/Analysis

**Issue Detail:** In June 2017, the City of Sacramento was accepted into the State Department of Health Care Services’ (DHCS) Whole Person Care (WPC) program. WPC is a statewide Medi-Cal waiver program that allows communities to create a system of supportive services aimed to improve health outcomes and reduce utilization of high-cost services for vulnerable populations. In Sacramento, the WPC program is called the Pathways to Health + Home (Pathways) program and supports broader City strategies to reduce and prevent homelessness, by creating a robust system of outreach, case management and supportive services for those frequent users of health care, homeless services, and emergency services.

Pathways is currently in Program Year 4 which began on January 1, 2019 and ends on December 31, 2019. Program Year 5 will run from January 1, 2020 through December 31, 2020. As of March 15, 2019, Pathways has 619 individuals enrolled and has served a total of 1,120 individuals through the life of the program. A total of 60,412 services, including outreach, navigation, care coordination, and housing support, have been provided to the community. Additionally, Pathways has housed a total of 245 individuals. Pathways is collaborating with over 20 health care, housing, and social service providers to ensure continuity of care for program enrollees and is continuing to explore other partnerships.

**Incentive Agreements**

The Pathways program enables the local community to transform healthcare and housing systems serving vulnerable populations through a collaborate effort involving many local community partners. To encourage participation in the Pathways process, DHCS allows the payment of incentive payments to partners who are providing services and/or participating in the Pathways program design. The City’s program application that was submitted to DHCS specifies the categories of entities that can receive incentive funding and the maximum allowable amounts for such incentive payments. Staff recommends Council approval of the following incentive payment amounts for two hospital partners, totaling $200,000 for all incentive payments, as shown in the table below. To receive the incentive payments, the entities must perform the specific program activities identified in the agreements.

<table>
<thead>
<tr>
<th>Incentive Agreement Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital</td>
<td></td>
</tr>
<tr>
<td>UC Davis Health</td>
<td>$100,000</td>
</tr>
<tr>
<td>Dignity Health</td>
<td>$100,000</td>
</tr>
<tr>
<td>Total Incentive Payments</td>
<td>$200,000</td>
</tr>
</tbody>
</table>
Extension of IT Services

Staff recommends approval of a supplement to nonprofessional services agreement #2017-1528 with Sacramento Covered for IT services to ensure that Pathways enrollee data, care coordination activities, and program outcomes continue to be monitored and tracked through June 30, 2019.

Expanding Pathways Hub Capacity

One of the goals of the Pathways program is to serve 1,000 enrollees at any point in time. Although the City has existing Pathways Hub Providers providing multi-disciplined medical care coordination, there is demand for even more services. Accordingly, the City issued an RFQ (Q19021011001) on February 25, 2019 to solicit additional providers interested in serving as Housing and Hub providers to help meet the goal of serving 1,000 enrollees at any point-in-time. The City selected One Community Health to serve as a Hub Entity and serve a panel of 125 individuals. One Community Health has been providing medical care to Sacramento’s most vulnerable populations since 1989. One Community Health offers extensive services to the community and will be able to provide wrap-around services to Pathways enrollees. As a Hub Entity, One Community Health will provide medical case management and care coordination to Pathways enrollees and ensure that these individuals establish a medical home within Sacramento. The hub entity agreement with One Community Health will run through December 31, 2019 with a not-to-exceed amount of $195,000.

Policy Considerations: The Pathways program aligns with the federal directive and City commitment that funding for addressing homelessness follow a “housing first” approach, which offers permanent housing as quickly as possible for individuals and families experiencing homelessness. In housing first programs, supportive services are offered (but not required as a condition of tenancy) to help people keep their housing and avoid returning to homelessness. This evidence-based approach is consistent with the strategies and funding priorities of the other public agencies working to end homelessness in Sacramento. Partnering with other agencies to leverage resources and improve livability is consistent with the City Council’s past actions and current direction.

Economic Impacts: None.

Environmental Considerations: The actions specified in this report do not constitute a “project” under the California Environmental Quality Act (CEQA) because they are continuing administrative activities and amount to general policy and procedure making [CEQA Guidelines section 15378(b)(2)].

Sustainability: Not Applicable.

Commission/Committee Action: None.
Rationale for Recommendation: The Pathways program is an opportunity for a community to transform healthcare and housing systems serving vulnerable populations by aligning services and data through performance-based contracts. The recommended contract partners have extensive experience working in Sacramento and providing services and support to vulnerable populations. The Pathways program offers an opportunity to leverage the experience and expertise of these organizations in a large, collaborative program that aims to change the way services are delivered in Sacramento. While Pathways is currently only funded for four calendar years, a key goal of Pathways is to achieve long-term sustainability and continue program services after the program sunsets.

Financial Considerations: There is sufficient funding in the Pathways Program I02000900 to cover the contract amounts outlined in this report, which total $495,000 for all contracts.

Local Business Enterprise (LBE): All the Pathways service partners are local businesses with established operations in Sacramento and have a history of serving Sacramento’s medically fragile and homeless populations.
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): ____________ Supplement/Addendum #: ____________
Assessor's Parcel Number(s): ____________
Contract Effective Date: 01/01/2018 Contract Expiration Date (if applicable): 12/31/2018
$ Amount (Not to Exceed): $100,000.00 Adjusted $ Amount (+/-): ____________
Other Party: Dignity Health on behalf of its Greater Sacramento Service Area
Project Title: Pathways to Health + Home
Project #: 102000920 Bid/RFQ/RFP #: ____________
City Council Approval: YES if YES, Council File ID#: 2019-00536

Contract Processing Contacts
Department: City Manager
Project Manager: Emily Halcon
Contract Coordinator: Anira Khlok
Email: akhlok@cityofsacramento.org

Department Review and Routing

Accounting:
(Signature) __________________________ (Date) 4.7.19

Supervisor: __________________________
(Signature) __________________________ (Date)

Division Manager: __________________________
(Signature) __________________________ (Date)

Other: __________________________
(Signature) __________________________ (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
□ Recording Requested □ Other Party Signature Required

-------------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-------------------------------

CC Rev. 12.19.2018 Page 5 of 75
CITY OF SACRAMENTO

WHOLE PERSON CARE
INCENTIVE PAYMENT AGREEMENT FOR HOSPITAL
PROGRAM YEAR 3

This Incentive Payment Agreement ("Agreement") is made at Sacramento, California as of _____________ ("Effective Date"), by and between the City of Sacramento, a municipal corporation ("City"), and Dignity Health on behalf of its Greater Sacramento Service Area, ("Partner"). City and Partner may be collectively referred to herein as "Parties" or in the singular as "Party," as the context requires.

BACKGROUND

A. On June 12, 2017, the City was formally accepted into the State of California’s ("State") Whole Person Care ("WPC") program, a multi-year, statewide Medi-Cal waiver program that allows local communities to implement initiatives that will coordinate physical health, behavioral health, and social services, for vulnerable Medi-Cal beneficiaries who are high users of multiple health care systems and continue to have poor outcomes, in order to create a system of supportive services to reduce high cost emergency department and inpatient medical services.

B. The State’s WPC program is a five-year program, but the City applied for the WPC program in Round 2, so implementation of the City’s program runs from July 1, 2017 through December 31, 2020. The City is the Lead Entity for the WPC program in Sacramento County, with oversight from the State’s Department of Health Care Services ("DHCS"). The City’s WPC program is described in the City of Sacramento Whole Person Care Pilot Application, which can be viewed at http://www.p2hh.com/Resources. The City’s WPC program is locally referred to as the “Pathways to Health + Home” program.

C. The City’s WPC program is funded by City general funds, contributions from local health systems, and federal Medicaid matching funds from the Centers for Medicare and Medicaid (“CMS”). WPC, as established by DHCS and CMS, contains an incentive payment component. Accordingly, the City has discretion to issue WPC payments to participating entities if the entity meets certain program objectives and specified metrics.

D. The incentive component of WPC envisions collaboration from local partners to engage with the City as a new health care partner, support the City in implementation of the WPC program, develop and deploy standardized tools for screening for health and housing with a focus on social determinants, engage in a comprehensive regional strategy for treating and supporting the WPC Target Population, share data necessary to achieve desired outcomes, and support reporting.
E. Partner operates acute care hospitals and ancillary facilities in Sacramento, California and in conjunction therewith works to further its mission of enhancing the well-being of people in the communities it serves.

F. Partner desires to work with the WPC program and commit resources to the WPC effort in exchange for potential incentive payments pursuant to the terms and conditions of this Agreement.

Based on the foregoing background, the Parties agree as follows:

1. Definitions.

A. **Homeless**: Individual(s) or families who—(1) lack a fixed, regular, and adequate nighttime residence; (2) have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) are living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) resided in a shelter or place not meant for human habitation and is exiting an institution where he or she temporarily resided; or (5) otherwise meets the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

B. **Incentive**: Specific actions critical to the implementation and achievement of WPC program goals.

C. **Incentive Payment**: Funds earned for completion of incentive thresholds and metrics.

D. **Incentive Threshold**: Measurable targets that support the implementation and achievement of the WPC program goals.

E. **Lead Entity**: As the single point of contact for the DHCS, the City of Sacramento coordinates the WPC program and serves as the Lead Entity.

F. **Participating Entity**: Partner to Lead Entity in implementing the WPC program, including and not limited to Hospital, Managed Health Care Plans, health services, specialty mental health agencies or departments, public agency or departments, substance use disorder programs, human services agencies, housing authorities, public health departments, criminal justice/probation entities and community-based organizations.
G. **Program**: Five-year program authorized under Medi-Cal 2020 Section 1115 waiver and the City’s agreement with DHCS to implement locally-based initiatives that will coordinate physical health, behavioral health, and social services for beneficiaries who are high users of multiple health care systems and continue to have poor health outcomes. The Agreement with DHCS also refers to the WPC program as the WPC “pilot.”

H. **Program Years**: Whole Person Care program reporting periods. The WPC is divided into Program Years (PY) with PY1 running from January 1 to June 30, 2017 and consisting of the application process. PY2 is July 1 to December 31, 2017 and is intended to establish baseline data. The remaining three PY will be twelve-month periods running from January 1 through December 31 for 2018, 2019, and 2020.

I. **Referral to WPC Program**: Notification provided to WPC Program of a potentially eligible WPC Program client made by Participating Entity.

J. **Target List**: Aggregated data from referrals received from partners of potential beneficiaries/clients needing outreach.

K. **Target Population**: High utilizers of health care services with repeated incidents of avoidable Emergency Department and/or hospital admissions with significant unmet health care needs and who are homeless or at-risk of homelessness.

L. **Whole Person Care Program Client**: Homeless individual or those at risk of homelessness contacted via outreach, able to locate through outreach efforts, who elected to participate in the Program and meet the eligibility requirements.

M. **Whole Person Care Program Eligibility**: WPC Program participation requires the beneficiary/client meet all of the following: reside in Sacramento County, currently homeless or at risk of homelessness, Medi-Cal enrolled or eligible, not enrolled in Targeted Case Management and have two or more Emergency Department visits or inpatient hospitalizations OR one Emergency Department visit and two or more comorbid conditions requiring care coordination and case management.

N. **Whole Person Care Program Goals**: Reducing avoidable utilization and improving the health outcomes of the Whole Person Care program Clients.
2. **Earning Incentive Payments.**

A. Incentive Payment funds will be paid to the Partner to encourage Partner’s participation in the WPC Program and its implementation of actions critical to achieving the goals of the WPC Program.

B. The City will distribute the Incentive Payment funds as described in Section 4 of this Agreement.

C. The following table identifies the specific Incentive Payment structure identified in the City’s WPC application, whereby City will pay certain funds to the Partner following the Partner’s completion of specified engagement and participation activities to City’s satisfaction. Partner shall earn the payments based upon its satisfaction of specific activities. City shall have sole discretion in determining whether the tasks identified in the table below have been completed by Partner to City’s satisfaction, and issuance of Incentive Payments is contingent upon the City’s receipt of WPC funds through the intergovernmental transfer (IGT) process.

<table>
<thead>
<tr>
<th>Incentive Type</th>
<th>Incentive Detail &amp; Threshold</th>
<th>Maximum Amount Per PY for Hospital</th>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) WPC Governance Participation</td>
<td><strong>All PYs:</strong> Participate in Steering Committee meetings (all PYs):</td>
<td>$10,000 per entity, as follows:</td>
<td>Sign the Steering Committee sign-in sheet or if participating via webinar, sign in to webinar platform.</td>
</tr>
<tr>
<td></td>
<td>1. 50% attendance of meetings</td>
<td>1. $5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. 75% attendance of meetings</td>
<td>2. $5,000</td>
<td></td>
</tr>
<tr>
<td>(2) Universal Screening Tool Development &amp; Adoption</td>
<td><strong>PY3-5:</strong> Use Screening Tool:</td>
<td>$10,000 per entity as follows:</td>
<td>City or City’s designee will provide documentation.</td>
</tr>
<tr>
<td></td>
<td>1. 50% beneficiaries screened annually</td>
<td>1. $5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. 75% beneficiaries screened annually</td>
<td>2. $5,000</td>
<td></td>
</tr>
<tr>
<td>Incentive Type</td>
<td>Incentive Detail &amp; Threshold</td>
<td>Maximum Amount Per PY for Hospital</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------</td>
<td>-----------------------------------</td>
<td>-----------------------</td>
</tr>
</tbody>
</table>
| (3) Universal Consent Form Development & Adoption | **PY3-5: Use of Consent Form:**  
1. 50% beneficiaries consented annually  
2. 75% beneficiaries consented annually | $10,000 per entity, as follows:  
1. $5,000  
2. $5,000 | City or City's designee will provide documentation. |
| (4) WPC Clinical Protocols, Policies & Procedures | **PY3-5: Integrate & deploy new protocols, policies & procedures:**  
1. 50% beneficiaries assessed screened annually  
2. 75% beneficiaries screened annually | $10,000 per entity, as follows:  
1. $5,000  
2. $5,000 | Adopt Pathways policies and procedures as outlined in the program manual. Partner will sign an attestation to that extent.  
Provide an appropriate point of contact to the City or the City's designee who will work with the Pathways program to create expedited access and support care coordination activities at the client-level. |
<table>
<thead>
<tr>
<th>Incentive Type</th>
<th>Incentive Detail &amp; Threshold</th>
<th>Maximum Amount Per PY for Hospital</th>
<th>Required Documentation</th>
</tr>
</thead>
</table>
| (5) Referral Support – Target List Development | All PYs: Support target list development  
1. Participate in at least 75% of target list workgroup meetings  
2. Provide referrals to pilot (minimum 5 per month) | $25,000 per entity, as follows:  
1. $10,000  
2. $15,000 | If requested, support the development and implementation of a referral process in coordination with the Pathways Enrollment and Eligibility entity, including allocation of staff time and commitment to using the Pathways Referral Form.  
Sign the Service Delivery Committee sign-in sheet or if participating via webinar, sign in to webinar platform. |
| (6) Data Sharing (Planning & Adoption) | PY3-5: Adopt & use data sharing framework, including supporting timely submission and data integrity  
1. Reach 50% of annual goal  
2. Reach 75% of annual goal | $35,000 per entity, as follows:  
1. $17,500  
2. $17,500 | Provide patient data upon request. |
3. **Specific Considerations for Data Sharing, Expedited Access to Services, and Participation in Care Coordination Activities.** WPC structured the Data Sharing incentive at a higher amount to spur quick action by partners to come to agreement on and support a data sharing approach, as well as support the Program’s ability to identify and resolve issues. Sacramento currently has several nascent and potentially competing health information exchange conversations. Accurate and timely care coordination data submission is extremely critical to WPC program success. Without accurate and timely data, WPC programs will not be able to provide accurate reporting establishing the benefit of the WPC approach. Tracking of data elements and their associated integrity will be extremely labor intensive. Each partner entity is expected to provide data for all enrolled WPC beneficiaries for whom they have data. Employees from all participating entities will work together with the WPC team to verify shared information and coordinate those items needed to provide the best outcome for the participants. For PY3, after the data sharing platform is deployed, each participating organization is expected to maintain data integrity for WPC beneficiary encounters. Incentive Payments will only be made if Partner performs the following:

   a. Provides an appropriate point of contact to the City or the City’s designee to support care coordination and case conferencing; and
   b. Has documented participation in a planning meeting with Pathways service providers on how to operationalize expedited services for Pathways enrollees.

4. **Fee Schedule and Manner of Payment.** The total of all Incentive Payments paid to the Partner for the performance of all tasks set forth in this Agreement during Program Year 3 shall not exceed the total sum of $100,000. Eligible payments to Partner shall be made within a reasonable time after receipt of Partner’s invoice and contingent upon the City’s receipt of WPC funds through the IGT process. Partner shall be responsible for the cost of supplying all documentation necessary to verify its invoices to the satisfaction of City. Invoices shall be submitted annually to apinvoices@cityof sacrament o.org with a CC to akhlok@cityof sacramento.org

5. **Compliance with Laws.** In performing all tasks under this Agreement, Partner shall comply with all laws, regulations, and enactments, including without limitation those related to the confidentiality of health information, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

6. **Reporting Requirements.** Partner agrees to tracking of WPC Clients and outcome reporting, and Partner shall report such information in the format and as required by DHCS. Additionally, Partner shall track and assist with the following reports, as requested by City:

   a. Quarterly Enrollment and Utilization reports;
   b. Biannual (twice per year) narrative reports;
   c. As part of the biannual narrative, submit a WPC Plan-Do-Study-Act report; and
d. A Mid-Year and Annual WPC Variant and Universal Metrics report.

City will determine the format and due dates of these reports. Partner will work with City or City’s designee to provide the reports in a timely manner and with all required documentation.

7. Resolving Disputes. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator for non-binding arbitration. Any costs and fees other than attorney fees associated with the mediation and arbitration shall be shared equally by the Parties.

8. Accounting Records. During performance of this Agreement and for a period of three (3) years after completing all tasks hereunder, Partner shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Partner’s costs for all services performed under this Agreement, in accordance with generally accepted accounting principles, and shall keep and make such records available for inspection and audit by representatives of the City. City shall have the right, at any time upon reasonable advance notice to Partner, to audit Partner’s financial records related to the WPC program to ensure compliance with the Incentive Payment tasks identified in this Agreement.

9. Insurance. Partner will carry such liability insurance deemed necessary by Partner for the performance of any tasks under this Agreement. City shall not provide any liability insurance to Partner, and City shall not provide any compensation for Partner’s insurance premiums. Partner’s liability to the City shall not in any way be limited to or affected by the amount of insurance coverage carried by Partner in connection with this Agreement.

10. Indemnity. Partner shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by Partner, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not
apply to liability for any damage or expense for death or bodily injury to persons or
damage to property to the extent arising from the sole negligence or willful
misconduct of City, its agents, servants, or independent contractors who are directly
responsible to City, except when such agents, servants, or independent contractors
are under the direct supervision and control of Partner. Partner’s maintenance of
any insurance policies shall not limit the liability of Partner hereunder. The provisions
of this section shall survive any expiration or termination of this Agreement.

11. **Representatives.** All communications pertaining to this Agreement shall be referred to
the following representatives:

Partner:
Ashley Brand
Director, Community Health & Outreach
Dignity Health
3400 Data Drive
Rancho Cordova, CA 95670
ashley.brand@dignityhealth.org

City:
Anira Khlok
Homeless Services Program Analyst
Office of the City Manager
City of Sacramento
915 I Street, 5th Floor
Sacramento, CA 95814
akhlok@cityofsacramento.org

12. **Assignment Prohibited.** Partner shall not assign any right or obligation pursuant to
this Agreement without the written consent of the City. Any attempted or purported
assignment without City’s written consent shall be void and of no effect.

13. **Binding on Successors.** This Agreement shall be binding on the heirs, executors,
administrators, successors and assigns of the Parties, subject to the provisions of Section 12 above.

14. **Independent Contractor.** At all times during the term of this Agreement, Partner shall
be an independent contractor and no relationship of employer-employee shall exist
between the City and Partner for any purpose whatsoever. Partner shall not be entitled
to any benefits payable to employees of the City.

15. **Partner Not Agent.** Except as City may specify in writing, Partner and Partner’s
personnel shall have no authority, express or implied, to act on behalf of City in any
16. **Term; Termination.** This Agreement will continue in effect from the Effective Date specified above through the end of the City’s WPC Program, unless sooner terminated by City. City shall have the right to terminate this Agreement at any time by giving written notice of termination to Partner. If City gives notice of termination, Partner shall immediately cease performing tasks pursuant to this Agreement and City shall pay Partner Incentive Payments for tasks completed to City’s satisfaction prior to termination, if any; provided, however, City shall not in any manner be liable for lost profits that might have been made by Partner had the Agreement not been terminated.

17. **Confidentiality of City Information.** During performance of this Agreement, Partner may gain access to and use confidential City information. Partner agrees to protect all City Information and treat it as strictly confidential, and further agrees that Partner shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City.

18. **Entire Agreement/Amendment.** This Agreement, which includes all attachments and all documents that are incorporated by reference, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement is in addition to and does not supersede the Whole Person Care Incentive Payment Agreement by and between City and Partner, dated effective July 1, 2017. No alteration to the terms of this Agreement shall be valid unless approved in writing by Partner, and by City, in accordance with applicable provisions of the Sacramento City Code.

19. **Attorney Fees.** Except as required by the indemnity section above (Section 10), the Parties shall bear their own costs and attorneys’ fees incurred in connection with this Agreement.

20. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

21. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
22. **Waiver.** Neither City acceptance of, or payment for, any tasks performed by Partner, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver shall be effective unless it is in writing and signed by the City.

23. **Authority.** The individuals signing this Agreement for the Parties represent and warrant that they are fully authorized to sign this Agreement on behalf of the Parties and to bind the Parties to the performance of their obligations hereunder.

[Signature Page Follows]
Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation
By: [Signature]
Howard Chan, City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk

PARTNER

Dignity Health, on behalf of its Greater Sacramento Service Area

Name of Partner

TYPE OF BUSINESS ENTITY (check one):

___ Individual/Sole Proprietor

___ Partnership

X Corporation (may require 2 signatures)

___ Limited Liability Company

___ Other (please specify: ____________________________ )

Signature

Laurie Harting
Senior Vice President, Operations - GSSA

Print Name and Title

Additional Signature (only if required)

Print Name and Title

94-1196203

Federal I.D. No.

C0292448

State I.D. No.
CONTRACT
ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): ___________ Supplement/Addendum #: ___________
Assessor’s Parcel Number(s): __________________________
Contract Effective Date: 01/01/2018 Contract Expiration Date (if applicable): 12/31/2018
$ Amount (Not to Exceed): $ 100,000.00 Adjusted $ Amount (+/-): ___________
Other Party: The Regents of the University of California, on behalf of its UC Davis Health
Project Title: Pathways to Health + Home
Project #: 102000920 Bid/RFQ/RFP #: ___________
City Council Approval: YES if YES, Council File ID#: 2019-00536

Contract Processing Contacts
Department: City Manager
Contract Coordinator: Anira Khlok
Project Manager: Emily Halcon
Email: akhlok@cityofsacramento.org

Department Review and Routing

Accounting:
Supervisor: (Signature) (Date) 4.1.19
Division Manager:
Other:

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Recording Requested ☐ Other Party Signature Required

--------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE--------------------------
CITY OF SACRAMENTO

WHOLE PERSON CARE
INCENTIVE PAYMENT AGREEMENT FOR HOSPITAL PROGRAM YEAR 3

This Incentive Payment Agreement ("Agreement") is made at Sacramento, California as of ________________, 2019 ("Effective Date"), by and between the City of Sacramento, a municipal corporation ("City"), and The Regents of the University of California, on behalf of its UC Davis Health, ("Partner"). City and Partner may be collectively referred to herein as “Parties” or in the singular as “Party,” as the context requires.

BACKGROUND

A. On June 12, 2017, the City was formally accepted into the State of California’s ("State") Whole Person Care ("WPC") program, a multi-year, statewide Medi-Cal waiver program that allows local communities to implement initiatives that will coordinate physical health, behavioral health, and social services, for vulnerable Medi-Cal beneficiaries who are high users of multiple health care systems and continue to have poor outcomes, in order to create a system of supportive services to reduce high cost emergency department and inpatient medical services.

B. The State’s WPC program is a five-year program, but the City applied for the WPC program in Round 2, so implementation of the City’s program runs from July 1, 2017 through December 31, 2020. The City is the Lead Entity for the WPC program in Sacramento County, with oversight from the State’s Department of Health Care Services ("DHCS"). The City’s WPC program is described in the City of Sacramento Whole Person Care Pilot Application, which can be viewed at http://www.p2hh.com/Resources. The City’s WPC program is locally referred to as the “Pathways to Health + Home” program.

C. The City’s WPC program is funded by City general funds, contributions from local health systems, and federal Medicaid matching funds from the Centers for Medicare and Medicaid ("CMS"). WPC, as established by DHCS and CMS, contains an incentive payment component. Accordingly, the City has discretion to issue WPC payments to participating entities if the entity meets certain program objectives and specified metrics.

D. The incentive component of WPC envisions collaboration from local partners to engage with the City as a new health care partner, support the City in implementation of the WPC program, develop and deploy standardized tools for screening for health and housing with a focus on social determinants, engage in a comprehensive regional strategy for treating and supporting the WPC Target Population, share data necessary to achieve desired outcomes, and support reporting.
E. Partner operates acute care hospitals and ancillary facilities in Sacramento, California and in conjunction therewith works to further its mission of enhancing the well-being of people in the communities it serves.

F. Partner desires to work with the WPC program and commit resources to the WPC effort in exchange for potential incentive payments pursuant to the terms and conditions of this Agreement.

Based on the foregoing background, the Parties agree as follows:

1. Definitions.

A. **Homeless**: Individual(s) or families who—(1) lack a fixed, regular, and adequate nighttime residence; (2) have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) are living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) resided in a shelter or place not meant for human habitation and is exiting an institution where he or she temporarily resided; or (5) otherwise meets the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

B. **Incentive**: Specific actions critical to the implementation and achievement of WPC program goals.

C. **Incentive Payment**: Funds earned for completion of incentive thresholds and metrics.

D. **Incentive Threshold**: Measurable targets that support the implementation and achievement of the WPC program goals.

E. **Lead Entity**: As the single point of contact for the DHCS, the City of Sacramento coordinates the WPC program and serves as the Lead Entity.

F. **Participating Entity**: Partner to Lead Entity in implementing the WPC program, including and not limited to Hospital, Managed Health Care Plans, health services, specialty mental health agencies or departments, public agency or departments, substance use disorder programs, human services agencies, housing authorities, public health departments, criminal justice/probation entities and community-based organizations.
G. **Program:** Five-year program authorized under Medi-Cal 2020 Section 1115 waiver and the City’s agreement with DHCS to implement locally-based initiatives that will coordinate physical health, behavioral health, and social services for beneficiaries who are high users of multiple health care systems and continue to have poor health outcomes. The Agreement with DHCS also refers to the WPC program as the WPC “pilot.”

H. **Program Years:** Whole Person Care program reporting periods. The WPC is divided into Program Years (PY) with PY1 running from January 1 to June 30, 2017 and consisting of the application process. PY2 is July 1 to December 31, 2017 and is intended to establish baseline data. The remaining three PY will be twelve-month periods running from January 1 through December 31 for 2018, 2019, and 2020.

I. **Referral to WPC Program:** Notification provided to WPC Program of a potentially eligible WPC Program client made by Participating Entity.

J. **Target List:** Aggregated data from referrals received from partners of potential beneficiaries/clients needing outreach.

K. **Target Population:** High utilizers of health care services with repeated incidents of avoidable Emergency Department and/or hospital admissions with significant unmet health care needs and who are homeless or at-risk of homelessness.

L. **Whole Person Care Program Client:** Homeless individual or those at risk of homelessness contacted via outreach, able to locate through outreach efforts, who elected to participate in the Program and meet the eligibility requirements.

M. **Whole Person Care Program Eligibility:** WPC Program participation requires the beneficiary/client meet all of the following: reside in Sacramento County, currently homeless or at risk of homelessness, Medi-Cal enrolled or eligible, not enrolled in Targeted Case Management and have two or more Emergency Department visits or inpatient hospitalizations OR one Emergency Department visit and two or more comorbid conditions requiring care coordination and case management.

N. **Whole Person Care Program Goals:** Reducing avoidable utilization and improving the health outcomes of the Whole Person Care program Clients.
2. **Earning Incentive Payments.**

A. Incentive Payment funds will be paid to the Partner to encourage Partner’s participation in the WPC Program and its implementation of actions critical to achieving the goals of the WPC Program.

B. The City will distribute the Incentive Payment funds as described in Section 4 of this Agreement.

C. The following table identifies the specific Incentive Payment structure identified in the City’s WPC application, whereby City will pay certain funds to the Partner following the Partner’s completion of specified engagement and participation activities to City’s satisfaction. Partner shall earn the payments based upon its satisfaction of specific activities. City shall have sole discretion in determining whether the tasks identified in the table below have been completed by Partner to City’s satisfaction, and issuance of Incentive Payments is contingent upon the City’s receipt of WPC funds through the intergovernmental transfer (IGT) process.

<table>
<thead>
<tr>
<th>Incentive Type</th>
<th>Incentive Detail &amp; Threshold</th>
<th>Maximum Amount Per PY for Hospital</th>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) WPC Governance Participation</td>
<td>All PYs: Participate in Steering Committee meetings (all PYs): 1. 50% attendance of meetings</td>
<td>$10,000 per entity, as follows:</td>
<td>Sign the Steering Committee sign-in sheet or if participating via webinar, sign in to webinar platform.</td>
</tr>
<tr>
<td></td>
<td>2. 75% attendance of meetings</td>
<td>1. $5,000</td>
<td></td>
</tr>
<tr>
<td>(2) Universal Screening Tool Development &amp; Adoption</td>
<td>PY3-5: Use Screening Tool: 1. 50% beneficiaries screened annually</td>
<td>$10,000 per entity as follows:</td>
<td>City or City’s designee will provide documentation.</td>
</tr>
<tr>
<td></td>
<td>2. 75% beneficiaries screened annually</td>
<td>1. $5,000</td>
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<td></td>
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<td>2. $5,000</td>
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</tr>
<tr>
<td>Incentive Type</td>
<td>Incentive Detail &amp; Threshold</td>
<td>Maximum Amount Per PY for Hospital</td>
<td>Required Documentation</td>
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<tr>
<td>---------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
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<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(3) Universal Consent Form Development &amp; Adoption</td>
<td>PY3-5: Use of Consent Form: 1. 50% beneficiaries consented annually 2. 75% beneficiaries consented annually</td>
<td>$10,000 per entity, as follows: 1. $5,000 2. $5,000</td>
<td>City or City's designee will provide documentation.</td>
</tr>
<tr>
<td>(4) WPC Clinical Protocols, Policies &amp; Procedures</td>
<td>PY3-5: Integrate &amp; deploy new protocols, policies &amp; procedures: 1. 50% beneficiaries assessed screened annually 2. 75% beneficiaries screened annually</td>
<td>$10,000 per entity, as follows: 1. $5,000 2. $5,000</td>
<td>Adopt Pathways policies and procedures as outlined in the program manual. Partner will sign an attestation to that extent. Provide an appropriate point of contact to the City or the City's designee who will work with the Pathways program to create expedited access and support care coordination activities at the client-level.</td>
</tr>
<tr>
<td>Incentive Type</td>
<td>Incentive Detail &amp; Threshold</td>
<td>Maximum Amount Per PY for Hospital</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>(5) Referral Support – Target List Development</td>
<td>All PYs: Support target list development</td>
<td>$25,000 per entity, as follows:</td>
<td>If requested, support the development and implementation of a referral process in coordination with the Pathways Enrollment and Eligibility entity, including allocation of staff time and commitment to using the Pathways Referral Form.</td>
</tr>
<tr>
<td></td>
<td>1. Participate in at least 75% of target list workgroup meetings</td>
<td>1. $10,000</td>
<td>Sign the Service Delivery Committee sign-in sheet or if participating via webinar, sign in to webinar platform.</td>
</tr>
<tr>
<td></td>
<td>2. Provide referrals to pilot (minimum 5 per month)</td>
<td>2. $15,000</td>
<td></td>
</tr>
<tr>
<td>(6) Data Sharing (Planning &amp; Adoption)</td>
<td>PY3-5: Adopt &amp; use data sharing framework, including supporting timely submission and data integrity</td>
<td>$35,000 per entity, as follows:</td>
<td>Provide patient data upon request.</td>
</tr>
<tr>
<td></td>
<td>1. Reach 50% of annual goal</td>
<td>1. $17,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Reach 75% of annual goal</td>
<td>2. $17,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual Goals: 50% of WPC pilot patients have data shared in PY3, 60% in PY4, and 75% in PY5</td>
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</tr>
</tbody>
</table>
3. **Specific Considerations for Data Sharing, Expedited Access to Services, and Participation in Care Coordination Activities.** WPC structured the Data Sharing incentive at a higher amount to spur quick action by partners to come to agreement on and support a data sharing approach, as well as support the Program’s ability to identify and resolve issues. Sacramento currently has several nascent and potentially competing health information exchange conversations. Accurate and timely care coordination data submission is extremely critical to WPC program success. Without accurate and timely data, WPC programs will not be able to provide accurate reporting establishing the benefit of the WPC approach. Tracking of data elements and their associated integrity will be extremely labor intensive. Each partner entity is expected to provide data for all enrolled WPC beneficiaries for whom they have data. Employees from all participating entities will work together with the WPC team to verify shared information and coordinate those items needed to provide the best outcome for the participants. For PY3, after the data sharing platform is deployed, each participating organization is expected to maintain data integrity for WPC beneficiary encounters. Incentive Payments will only be made if Partner performs the following:

   a. Provides an appropriate point of contact to the City or the City’s designee to support care coordination and case conferencing; and
   
   b. Has documented participation in a planning meeting with Pathways service providers on how to operationalize expedited services for Pathways enrollees.

4. **Fee Schedule and Manner of Payment.** The total of all Incentive Payments paid to the Partner for the performance of all tasks set forth in this Agreement during Program Year 3 shall not exceed the total sum of $100,000. Eligible payments to Partner shall be made within a reasonable time after receipt of Partner’s invoice and contingent upon the City’s receipt of WPC funds through the IGT process. Partner shall be responsible for the cost of supplying all documentation necessary to verify its invoices to the satisfaction of City. Invoices shall be submitted annually to apinvoices@cityofsacramento.org with a CC to akhlok@cityofsacramento.org.

5. **Compliance with Laws.** In performing all tasks under this Agreement, the Parties shall comply with all laws, regulations, and enactments, including without limitation those related to the confidentiality of health information, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

6. **Reporting Requirements:** Partner agrees to tracking of WPC Clients and outcome reporting, and Partner shall report such information in the format and as required by DHCS. Additionally, Partner shall track and assist with the following reports, as requested by City:

   a. Quarterly Enrollment and Utilization reports;
b. Biannual (twice per year) narrative reports;
c. As part of the biannual narrative, submit a WPC Plan-Do-Study-Act report; and
d. A Mid-Year and Annual WPC Variant and Universal Metrics report.

City will determine the format and due dates of these reports. Partner will work with City or City’s designee to provide the reports in a timely manner and with all required documentation.

7. **Resolving Disputes.** If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator for non-binding arbitration. Any costs and fees other than attorney fees associated with the mediation and arbitration shall be shared equally by the Parties.

8. **Accounting Records.** During performance of this Agreement and for a period of three (3) years after completing all tasks hereunder, Partner shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Partner’s costs for all services performed under this Agreement, in accordance with generally accepted accounting principles, and shall keep and make such records available for inspection and audit by representatives of the City. City shall have the right, at any time upon reasonable advance notice to Partner, to audit Partner’s financial records related to the WPC program to ensure compliance with the Incentive Payment tasks identified in this Agreement.

9. **Insurance.** Partner will carry such liability insurance or self-insurance deemed necessary by Partner for the performance of any tasks under this Agreement. City shall not provide any liability insurance to Partner, and City shall not provide any compensation for Partner’s insurance premiums. Partner’s liability to the City shall not in any way be limited to or affected by the amount of insurance coverage carried by Partner in connection with this Agreement.

10. **Indemnity.** Each Party (hereafter the “Indemnifying Party”) shall defend, hold harmless and indemnify the other Party (hereafter “Indemnified Party”), its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by the indemnifying Party, any agent
or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the Indemnified Party, its agents or servants who are directly responsible to the Indemnified Party, except when such agents or servants are under the direct supervision and control of the Indemnifying Party. A Party’s maintenance of any insurance policies shall not limit the liability of that Party hereunder. The provisions of this section shall survive any expiration or termination of this Agreement.

11. **Representatives.** All communications pertaining to this Agreement shall be referred to the following representatives:

   Partner:
   Trina Gonzalez
   Director, Community Integration
   UC Davis Health
   4800 2nd Avenue
   Sacramento, CA 95817
   tagonzalez@ucdavis.edu

   City:
   Anira Khlok
   Homeless Services Program Analyst
   Office of the City Manager
   City of Sacramento
   915 I Street, 5th Floor
   Sacramento, CA 95814
   akhlok@cityofsacramento.org

12. **Assignment Prohibited.** Partner shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City’s written consent shall be void and of no effect.

13. **Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Parties, subject to the provisions of Section 12 above.

14. **Independent Contractor.** At all times during the term of this Agreement, Partner shall be an independent contractor and no relationship of employer-employee shall exist between
the City and Partner for any purpose whatsoever. Partner shall not be entitled to any benefits payable to employees of the City.

15. **Partner Not Agent.** Except as City may specify in writing, Partner and Partner’s personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Partner and Partner’s personnel shall have no authority, express or implied, to bind City to any obligation whatsoever.

16. **Term; Termination.** This Agreement will continue in effect from the Effective Date specified above through the end of the City’s WPC Program, unless sooner terminated by City. City shall have the right to terminate this Agreement at any time by giving written notice of termination to Partner. If City gives notice of termination, Partner shall immediately cease performing tasks pursuant to this Agreement and City shall pay Partner Incentive Payments for tasks completed to City’s satisfaction prior to termination, if any; provided, however, City shall not in any manner be liable for lost profits that might have been made by Partner had the Agreement not been terminated.

17. **Confidentiality.** During performance of this Agreement, a Party may gain access to and use confidential information belonging to the other Party. The Parties agree to protect all such information and treat it as strictly confidential, and further agree that the Parties shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the other Party.

18. **Entire Agreement.** This Agreement, which includes all attachments and all documents that are incorporated by reference, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Partner, and by City, in accordance with applicable provisions of the Sacramento City Code.

19. **Attorney Fees.** Except as required by the indemnity section above (Section 10), the Parties shall bear their own costs and attorneys’ fees incurred in connection with this Agreement.

20. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

21. **Severability.** If any portion of this Agreement or the application thereof to any
person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. **Waiver.** Neither City acceptance of, or payment for, any tasks performed by Partner, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver shall be effective unless it is in writing and signed by the City.

23. **Authority.** The individuals signing this Agreement for the Parties represent and warrant that they are fully authorized to sign this Agreement on behalf of the Parties and to bind the Parties to the performance of their obligations hereunder.

[Signature Page Follows]
Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: __________________________
Howard Chan, City Manager

APPROVED AS TO FORM:

Maila Hansen
City Attorney

ATTEST:

______________________________
City Clerk

PARTNER

The Regents of the University of California, on behalf of its UC Davis Health

______________________________
Name of Partner

TYPE OF BUSINESS ENTITY (check one):

____ Individual/Sole Proprietor
____ Partnership
____ Corporation (may require 2 signatures)
____ Limited Liability Company
____ Other (please specify: Governmental Entity)

By: __________________________
Annie Wong
Director, UC Davis Health Contracts

EIN: 94-6036494
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): 2017-1528
Supplement/Addendum #: 5
Assessor’s Parcel Number(s):
Contract Effective Date: 12/01/2017
Contract Expiration Date (if applicable): 06/30/2019
$ Amount (Not to Exceed): $1,125,000.00
Adjusted $ Amount (+/-): $100,000.00
Other Party: Healthy Community Forum for the Greater Sacramento Region d.b.a Sacramento Covered
Project Title: Pathways to Health + Home
Project #: 002000939
Bid/RFQ/RFP #: ______________
City Council Approval: YES if YES, Council File ID#: 2019-00536

Contract Processing Contacts
Department: City Manager
Contract Coordinator: Anira Khlak
Project Manager: Emily Halcon
Email: akhloknocityofsacramento.org

Department Review and Routing
Accounting:
Supervisor:
(Signature) (Date) 4/12/19
Division Manager:
(Signature) (Date)
Other:
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Recording Requested ☐ Other Party Signature Required

-----------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----------------------

CC Rev. 12.19.2018
The City of Sacramento ("City") and Healthy Community Forum for the Greater Sacramento Region d.b.a. Sacramento Covered ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2017-1528, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services and Fee Schedule/Manner of Payment for the Agreement are amended as follows:

   The Time of Performance is extended through June 30, 2019. Contractor shall thus perform all services specified in Attachment 1 to Exhibit A and Attachment 2 to Exhibit A through June 30, 2019.

   Section C of Attachment 1 to Exhibit B is amended to allow Contractor to submit two invoices in the amount of $50,000 each for services performed from May 1, 2019 through June 30, 2019.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $100,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

   Agreement's original not-to-exceed amount: $950,000
   Net change by previous contract supplements: $175,000
   Not-to-exceed amount prior to this contract supplement: $1,125,000
   Increase by this contract supplement: $100,000
   New not-to-exceed amount including all contract supplements: $1,225,000

3. Contractor agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

[Signature Page Follows]
Approval Recommended By:

[Signature]
Project Manager

Approved As To Form By:

[Signature]
Maile Hanson
City Attorney

Approved By:

[Signature]
Kelly Bennett
Contractor

Attested To By:

__________________________
City Clerk

Approved By:

__________________________
City of Sacramento
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): __________ Supplement/Addendum #: ______________
Assessor’s Parcel Number(s): _______________________________________________________________
Contract Effective Date: 05/01/2019 Contract Expiration Date (if applicable): 12/31/2019
$ Amount (Not to Exceed): $ 195,000.00 Adjusted $ Amount (+/-): _______________________
Other Party: Cares Community Health dba One Community Health
Project Title: Pathways to Health + Home
Project #: 102000947 Bid/RFQ/RFP #: _______________________
City Council Approval: YES if YES, Council File ID#: 2019-00536

Contract Processing Contacts
Department: City Manager
Contract Coordinator: Anira Khlok
Project Manager: Emily Halcon
Email: akhlok@cityofsacramento.org

Department Review and Routing

Accounting: ____________________________ (Signature) ________________ (Date)
Supervisor: _____________________________ (Signature) ______ 4/12/19 (Date)
Division Manager: ______________________ (Signature) ______________________ (Date)
Other: ____________________________ (Signature) ______________________ (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Recording Requested ☐ Other Party Signature Required

FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE

CC Rev. 12.19.2018
CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of ______________, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Cares Community Health dba One Community Health
1500 21st Street, Sacramento, CA 95811
916-443-3299 | cward@onecommunityhealth.com

("CONTRACTOR"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. Payment. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. Facilities and Equipment. Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

* This form to be used for all professional services, except services performed by architects, landscape architects, professional engineers, or professional land surveyors, or related to a construction project.
4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
8. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**
A Municipal Corporation

By: __________________________

Print name: __________________________

Title: __________________________

For: Howard Chan, City Manager

APPROVED AS TO FORM:

__________________________
City Attorney

ATTEST:

__________________________
City Clerk

**Attachments**

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CONTRACTOR:

Cares Community Health dba One Community Health
NAME OF FIRM

68-0162903
Federal I.D. No.

1619150
State I.D. No.

N/A

TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor

_____ Partnership

X Corporation (may require 2 signatures)

_____ Limited Liability Company

_____ Other (please specify: _____________________________)

____________________
Signature of Authorized Person

Christy Ward, Chief Executive Officer
Print Name and Title

____________________
Additional Signature (If required)

____________________
Print Name and Title
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Anira Khlok, Program Analyst
City of Sacramento, Office of the City Manager
915 I Street, 5th Floor, Sacramento, CA 95814
916.808.7948 | akhlok@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

The CONTRACTOR Representative for this Agreement is:

Christy Ward, CEO
Cares Community Health dba One Community Health
1500 21st Street, Sacramento, CA 95811
916-443-3299 | cward@onecommunityhealth.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. Generally. Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be “consultants” under the Political Reform Act. The term “consultant” generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The CITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

(1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _yes _no [check one]

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;

(2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the CITY’s Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.
Attachment 1 to Exhibit A
Scope of Services – Hub Entity

1. Background:

On June 12, 2017, the CITY was formally accepted into the State of California’s (“State”) Whole Person Care (“WPC”) program, a multi-year, statewide Medi-Cal waiver program that allows local communities to implement initiatives that will coordinate physical health, behavioral health, and social services, for vulnerable Medi-Cal beneficiaries who are high users of multiple health care systems and continue to have poor outcomes, in order to create a system of supportive services to reduce high cost emergency department and inpatient medical services.

The CITY's program runs through December 31, 2020. The CITY is the Lead Entity for the WPC program in Sacramento County, with oversight from the State's Department of Health Care Services (“DHCS”). The CITY’s WPC program is also known as Pathways to Health + Home (“Pathways”). The CITY’s application to DHCS can be found here: http://www.p2hh.com/-/media/P2hh/Files/Resources/SacramentoWPCApplication.pdf?la=en and is incorporated herein by reference.

There are three categories of Pathways Provider Entities: Hub Entities, Assertive Outreach and Referral Entities, and Housing Services Entities, as defined further below.

Up to six (6) interdisciplinary teams will coordinate care for Enrollees that will be managed by “health home” model providers. These interdisciplinary care teams will be known as Pathways Care Teams. Each “health home” provider may field up to two (2) Pathways Care Teams.

This model is consistent with salient trends in service delivery, particularly in Medi-Cal. Further, it creates a strong foundation for future “health home” development in California. Lastly, it creates synergies with DHCS’ announced Medicaid Home and Community-Based Services (HCBS) waiver opportunity (http://www.dhcs.ca.gov/services/ltc/Pages/Home-and-Community-Based-(HCB)-Alternatives-Waiver.aspx). The CITY anticipates close collaboration among the managed care plans and the Pathways Eligibility and Enrollment Entity to promote enrollment strategies to ensure the success of the Pathways model in accordance with this Agreement.

2. Time of Performance. The Services described in this Attachment 1 to Exhibit A shall be provided during the period beginning on May 1, 2019 and ending on December 31, 2019.

3. Definitions:

A. Assigned Enrollee: A person who is enrolled in Pathways and who has been assigned to a Pathways Hub Entity and/or a Pathways Housing Entity by the Pathways Enrollment Entity.

B. At-Risk of Homelessness: An individual’s status or circumstance that indicates significant danger of experiencing homelessness and is supported by documentation that verifies (1) previous bouts of homelessness, or (2) recent exit from an institutional facility.

C. Behavioral Health: Behavioral health encompasses mental health AND substance use conditions, health behaviors (including their contribution to chronic medical illnesses), life stressors and crises, stress related physical symptoms, and ineffective patterns of health care utilization.
D. **Care Coordination:** A core function of the Pathways to Health + Home model, is coordinating expedited access across health, behavioral health, social services, and housing sectors. Care coordination focuses on provider-to-provider activities aimed at creating seamless transitions and care continuity between settings, developing cross-system workflows, and case conferencing on behalf of Enrollee's that encounter barriers to needed services and treatment. Care Coordination involves the deliberate organization of the Enrollee's needs and activities between two or more parties that are involved in the Enrollee's care to facilitate the appropriate delivery of services. Care Coordination occurs between all entities, including Assertive Outreach and Referral Entities, Housing Services Entities, Hub Entities, Participating Partners, and Pathways Provider Entities, to ensure Pathways Enrollees' comprehensive needs are met. The Pathways Care Coordinator (licensed or non-licensed providers, depending on Provider Entity type) leads Care Coordination activities based on treatment goals and needs of the Enrollee.

E. **Engagement Attempt:** A Pathways Care Team organization's attempt to correspond with a Pathways enrollee, either in person or remotely.

F. **Engagement Contact:** A Pathways Care Team organization's correspondence with a Pathways enrollee, either in person or remotely.

G. **Enrollee:** A person who is eligible for, and enrolled in, Pathways.

H. **Community Health Worker:** A non-licensed provider who is accountable for providing field-based service supports and navigation, which includes, but is not limited to: goal setting, assistance with insurance and benefits application, appointment scheduling and accompaniment, transportation, assistance with securing documentation (e.g., birth certificate, ID, Social Security card), initiating appropriate referrals and timely two-way transmission of useful Enrollee information; obtaining reliable and timely information about services other than those provided by the CONTRACTOR; and supporting safe transitions in care for Enrollees moving between settings.

I. **Harm Reduction:** Set of practical strategies and ideas aimed at reducing negative consequences associated with drug use. Harm Reduction is also a movement for social justice built on a belief in, and respect for, the rights of people who use drugs.

J. **Health Home:** A health home offers a care team that provides coordinated care to address individuals with multiple chronic health and behavioral health conditions, as well as the social determinants of health.

K. **Homeless:** Individual(s) or families who—(1) lack a fixed, regular, and adequate nighttime residence, (2) have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) are living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) or resided in a shelter or place not meant for human habitation and is exiting an institution where he or she temporarily resided.

L. **Lead Entity:** As the single point of contact for DHCS, the CITY will coordinate the Pathways Program and serve as the Lead Entity.

M. **Online Toolkit:** An electronic, centralized platform where Pathways Outreach, Hub, and Housing Entity direct service staff can easily access program resources at any time.
N. **Participating Partner:** Partner to Lead Entity in implementing the Pathways Program, including and not limited to hospitals, Medi-Cal managed health care plans; health services, specialty mental health agencies or departments, public agency or departments; substance use disorder programs; human services agencies, housing authorities, public health departments, criminal justice/probation entities and community-based organizations.

O. **Pathways Assertive Outreach and Referral Entity:** Organization(s) that serve as the Assertive Outreach and Referral Entity to provide outreach and referral services in close collaboration with the Pathways Eligibility and Enrollment Entity.

P. **Pathways Care Coordinator:** Individual member of the Pathways Care Team charged with leading the care coordination activities and organizing the rest of the cross-sector team members to ensure services are provided to meet the goals stated in the Shared Care Plan. The Pathways Care Coordinator is responsible for reporting to the Lead Entity and actively participating in quality improvement activities.

Q. **Pathways Care Team:** Community-based team (i.e., comprised of staff from Hub and Pathways contracted Assertive Outreach entity and Housing entities) serving Enrollees to provide intensive care coordination and linkages to necessary services including social services, housing services, and health care services.

R. **Pathways Data Management Entity** – Designated organization that collects and manages all Pathways program data and is responsible for the development of all DHCS data reports on behalf of the CITY.

S. **Pathways Division of Services (DOS):** Tool used to define which services are paid for by WPC and not currently reimbursable under Medi-Cal.

T. **Pathways Eligibility and Enrollment Entity:** Designated organization that provides centralized Pathways eligibility and Pathways enrollment functions for the Pathways Program.

U. **Pathways Housing Services Entity:** Organization(s) that serve as the Housing Services Entity providing housing coordination and support services to Pathways Enrollees.

V. **Pathways Hub Entity:** Organizations that field one or more Pathways Care Teams.

W. **Pathways Outreach and Referral Entity:** Organization(s) that are selected pursuant to a procurement to serve as the Outreach and Referral Entity to provide outreach and referral services in close collaboration with the Pathways Eligibility and Enrollment Entity.

X. **Pathways Program Manual:** Policies and procedures, forms, and program protocols that the Pathways Support Team will develop in collaboration with Participating Partners, update not less than quarterly, and available to providers through the Online Toolkit.

Y. **Pathways Provider Entity:** An entity contracted to provide Pathways services.

Z. **Pathways Support Team:** Team managing and overseeing the Pathways Program on behalf of the City of Sacramento.

AA. **PDSA:** “Plan, do, study, and act” cycles that reflects best practices in quality improvement.

BB. **Program Year:** Whole Person Care Program reporting periods.

CC. **Referral:** Notification provided to Pathways Program of potentially eligible Enrollees.

DD. **Service Supports and Navigation:** Enrollee-centered service encounters provided by Community Health Workers (CHWs) to support Enrollee goals which include, but are not limited to: goal setting, assistance with insurance and benefits application, appointment scheduling and
accompaniment, transportation, assistance with securing documentation (e.g., birth certificate, ID, Social Security card), health and housing system navigation, initiating appropriate referrals and timely two-way transmission of useful Enrollee information; obtaining reliable and timely information about services; and supporting safe transitions in care for enrollees moving between settings.

EE. Shared Care Plan: A shared care plan is an integrated health, behavioral health, social services and housing support plan that incorporates the individual’s primary goals and is designed to facilitate communication among members of the Pathways Care Team, including the patient and providers. The Shared Care Plan exists in the Shared Care Plan Platform provided and maintained by the Pathways team.

4. Target Population and Eligibility

A. The Pathways Eligibility and Enrollment Entity is responsible for determining Pathways eligibility and enrollment status.

B. Target Population: High utilizers of health care services with repeated incidents of avoidable emergency department and/or hospital admissions with significant unmet health care needs and who are Homeless or At-Risk of Homelessness.

C. Pathways Program Eligibility: Pathways Program participation requires the Enrollee meet all the following:
   
   i. Medi-Cal eligible in Sacramento;

   ii. Homeless or At-Risk of Homelessness; and

   iii. Set utilization criteria, which will be established by the Pathways Team

D. Individuals eligible for the Pathways program will consent to participating in the Pathways program before they are enrolled, and Pathways Enrollees with the highest acuity will be accompanied to appointments by CHWs as appropriate.

5. Hub Entity Services. CONTRACTOR shall:

A. Manage up to 125 Enrollees per panel.

B. Create and manage one panel in accordance with the expectations for the teams as set forth below.

C. Ensure that each Hub provides the following staffing for the Pathways Care Team:

   i. Care Coordinator/Team leader (1.0 FTE): Registered Nurse (RN) for comprehensive management and coordination of direct patient care services within and external to One Community Health.

   ii. Licensed Clinical Social Worker (LCSW) (1.0 FTE) for care planning, coordination, and case conferencing activities;

   iii. Community Health Worker (CHW) / Field Worker (1.0 FTE) to arrange, assure delivery of, monitor, and evaluate comprehensive care, treatment, and services to Pathways enrollees.

D. Staff the team with the CONTRACTOR’s primary care and behavioral health providers to provide direct services, as well as active coordination with:
i. Community Health Workers (CHWs), peers or other non-licensed providers with lived experience) who shall be staff from the Pathways Assertive Outreach and Referral Entities; and

ii. Housing Coordinators who shall be staff from the Pathways Housing Services Entities.

E. Receive roster of assigned Enrollees from Eligibility and Enrollment entity.

F. Provide individualized care management services aimed at achieving health, behavioral health, and housing stability with a focus on improving functioning levels, and quality of life of participants, as appropriate and acceptable to enrollees.

G. Provide expedited access to primary health and behavioral health care services for WPC Enrollees within 72 hours of referral for individuals with urgent (non-emergency) needs.

H. Complete a Shared Care Plan within 30 days of Enrollee assignment to the Pathways Hub by the Pathways Eligibility and Enrollment Entity. The CITY will be reviewing documentation through the contract period.

I. The Shared Care Plan shall include health, behavioral health, housing, and social service needs in the centrally hosted Pathways Shared Care Plan Platform. Each Enrollee’s Shared Care Plan will be developed in collaboration with the Enrollee and in coordination with Participating Partners.

J. Coordinate with Pathways Care Team members to assess Enrollee progress in meeting the criteria for Graduation and Dis-Enrollment from WPC Eligibility, as documented in the Shared Care Plan Portal.

K. CONTRACTOR will identify points of contact for the following and such points of contact will have the authority, training, and sufficient resource capacity to manage the applicable Hub entity:

   i. Clinical point of contact.

   ii. Administrative/Operations point of contact.

   iii. IT point of contact.

L. Ensure that designated points of contact:

   i. Participate in Pathways program calls and in-service programs including but not limited to care coordination meetings, learning collaboratives, and operations meetings as set forth by the Pathways program.

   ii. Respond to Pathways Team requests not later than 24 hours after receipt of a request.

M. Collaborate across systems and participate in Pathways Learning Collaboratives.

N. Collaborate with the Pathways team to implement and refine:

   i. Assessment and care planning tools.

   ii. Data collection and sharing protocols.

   iii. Protocols for workflows.

   iv. Protocols for oversight by the Pathways team.

   v. Agreed upon protocols for PDSA cycles.

O. Work collaboratively with Pathways Care Team members who shall be sourced from the Pathways Participating Partners, including:

   i. Pathways Assertive Outreach and Referral Entities;
ii. Pathways Eligibility and Enrollment Entity; and
iii. Pathways Housing Services Entities.
iv. Pathways Hub Entity
v. Pathways Data Management Entity

P. Obtain and manage information from Participating Partners detailing relevant events and
touches with Pathways Enrollees, such as emergency department visits and hospitalizations.
This may require minimal modifications to the CONTRACTOR's electronic health record (EHR)
system to have capacity to receive such information, or develop some other similar electronic
capability.

6. Care Coordination and Service Supports and Navigation. CONTRACTOR will provide services that align
with the California Health Homes Six Core Services: 1) Comprehensive care management; 2) Care
coordination; 3) Health Promotion; 4) Comprehensive transitional care; 5) Individual and family support;
and 6) Referral to community and social support services. Specific care coordination services and
supports to be provided by CONTRACTOR as part of Pathways include, but are not limited to the
following:

A. An individualized, Enrollee-directed, comprehensive Shared Care Plan that includes the
Enrollee’s prioritized goals and the individualized needs identified during the health and psycho-
social-housing assessment (comprehensive Shared Care Plans will be centrally hosted by
Pathways in the Shared Care Plan Platform).
B. Assistance with medication management and treatment regimens.
C. Assistance with substance use disorder services and referrals with a focus on harm reduction;
D. Navigation, linkages, and appointment accompaniment to health, behavioral health, specialty
care, social service, and housing appointments as needed.
E. Monitoring and follow-up with individuals and service providers to confirm timely completion
of referrals and linkages, access to services, and maintenance of services.
F. Education of Enrollees on the appropriate use of crisis intervention services versus 911
emergency calls and the role of primary care provider as a “health home” in lieu of hospital
emergency department.
G. Assistance in navigating and accessing medical, mental health, and substance use disorder
treatment services available through the Sacramento County Department of Health and Human
Services. CONTRACTOR should be able to identify when such linkages are necessary and work
collaboratively to ensure Enrollees obtain needed services.
H. Any other services in the Pathways Program Manual and Pathways DOS.
I. Other services that may be provided directly or through coordination with other Pathways
partners including without limitation:
   i. Assistance with documents application/retrieval – ID, birth certificate, income, etc.
   ii. Assistance with benefits, General Assistance (Welfare), CalFresh, SSI/SSDI.
   iii. Completion and submission of application forms.
   iv. Education on how to navigate the health care system.
   v. Transportation assistance.
   vi. Assistance with domestic violence and safety planning services and referrals.
   vii. Assistance with budgeting and money management; including assistance in obtaining
       representative payee services if needed/desired by Enrollee and assistance in
       overcoming debt, bad credit, and eviction histories.
viii. Assistance in obtaining basic needs, such as clothing and food; gaining, restoring, improving, and/or maintaining independent living; social/leisure, recreation, wellness, and personal hygiene skills.

ix. Other services acting in a care coordination role with any of the Enrollee’s support services.

7. Staffing Capacity and Frequency of Service Contact:

A. CONTRACTOR will ensure it has a Hub team to provide service supports and navigation to 12S Pathways Enrollees as specified in Section 5 above. Each Pathways Enrollee must receive at least one of the identified services from CONTRACTOR in each month of enrollment. CONTRACTOR shall specify the Pathways service(s) provided during the month for each Enrollee in the Specialized Care Management Platform.

B. Frequency of Enrollee contact will be based on acuity level and needs (determined during the initial assessment process conducted by the Pathways Eligibility and Enrollment Entity, and updated based on need by the Pathways Care Team through ongoing and regular contact with the Enrollee), and documented in the Specialized Care Management Platform.

   i. Enrollees receiving “High Care Coordination” bundle services need a minimum of weekly contact in the first 60 days; tapering to contact once every two weeks until the Enrollee stabilizes.

   ii. Enrollees receiving “Low Care Coordination” bundle services need a minimum of twice/monthly contact for the first 60 days, tapering to once/month contact until Enrollees graduate from Pathways.

   iii. Enrollee contacts include primarily face-to-face encounters as well as check in calls by phone or other means of communication agreed upon by the Enrollee and Pathways Care Team.

C. CONTRACTOR will ensure that Enrollees are re-assessed for acuity level on a quarterly basis, or more often as needed, and update the Shared Care Plan accordingly.

D. CONTRACTOR will discuss Enrollee progress and provide updates with Assertive Outreach and Housing Service Entities at a minimum of twice/month to ensure care coordination and support co-management of Enrollees.

8. Training and Evaluation:

A. CONTRACTOR shall:

   i. Participate in standardized Pathways onboarding training to ensure consistency in care coordination, data sharing, and reporting processes;

   ii. Provide on-going training to Pathways Care Team staff ensure services are appropriate and to promote continuous quality improvement.

   iii. Participate in the Pathways Learning Collaborative that will involve appropriate staff from all contracted Pathways organizations.

   iv. Share data (e.g., on caseload progress and outcomes) subject to state and federal laws regarding confidentiality of health information.

   v. Participate in case conferencing among their care team partners and between care teams to not only engage in care planning, but to also share best practices and procedures; identify challenges and barriers; and develop shared philosophies and approaches.
vi. Participate in quality improvement (Plan-Do-Study-Act) testing.

vii. Adopt best practices developed for addressing the needs of the target population.

viii. Communicate on-going technical assistance needs that can be addressed with Learning Collaborative training and consulting resources.

9. Data Sharing, Reporting, and Documentation:

A. CONTRACTOR shall:

i. Use the Shared Care Plan Platform that is centrally hosted by Pathways for the purpose of care coordination, communication and information sharing (as appropriate) across Pathways health and housing partners. In addition, CONTRACTOR shall document housing status information and housing services for Pathways Enrollees in the Homeless Management Information System (HMIS) administered by Sacramento Steps Forward (SSF). The City will work with CONTRACTOR to support data entry into HMIS, pursuant to the data standards required by SSF. CONTRACTOR grants the City of Sacramento HMIS data and report access to the Pathways Program in HMIS.

ii. Share relevant Enrollee information with other entities providing services to the Enrollee as needed for effective care coordination and reporting and subject to state and federal laws regarding confidentiality of health information, including by:

   a. Electronically transmitting referrals of potentially eligible individuals to the Pathways Eligibility and Enrollment Entity.

   b. Implementing a standards-based process to identify and track Pathways Enrollees managed by the Pathways Care Teams.

   c. Obtaining and managing information from Pathways Partners detailing relevant events and touches with Pathways Enrollees, such as emergency department visits and hospitalizations. This may require modifications to the CONTRACTOR’s electronic health record (EHR) or other IT systems to have capacity to receive such information.

      i. Establish and activate capability to query Pathways Partners such as hospitals and other community clinics for clinical data on Pathways Enrollees via national networks including but not limited to Care quality.

      ii. Establish and activate capability to receive structured alerts from hospitals partnering with Pathways using known health IT standards and best practices.

   d. Providing access to relevant data, such as access to the CONTRACTOR’s data system by members of the Pathways Care Team supplied by another organization as appropriate.

   iii. Maintain program and Enrollee records in legally permissible data systems as may be required.

   iv. Create, access, and update Shared Care Plans through the Shared Care Plan Platform that is centrally hosted by Pathways. Enter relevant Enrollee information for shared care planning and Pathways reporting on a timely basis.
v. Share requested data and information with Pathways Partners within 7 days of request and within 10 days for ad hoc requests, and in a format that is consistent with Pathways protocols, or provide a valid justification if request cannot be met within this timeframe.

vi. Submit reports and invoices as requested by the Pathways Enrollment and Eligibility Entity, CITY, and/or Pathways Team in a timely manner and provide all required supporting documentation.

vii. Comply and deliver services in accordance with Agreement deliverables and objectives and the Pathways Program Manual.

iv. Report data on relevant services and outcomes to CITY or designee, as per DHCS reporting requirements (which can be viewed at www.dhcs.ca.gov/services/Pages/WholePersonCarePilots.aspx and includes the following: 1) WPC Deliverables and Payment Schedule, 2) Quarterly Enrollment and Utilization Reporting Template, 3) WPC Mid Year and Annual Narrative Report, 4) WPC PDSA Report Instructions, 5) WPC PDSA Template, 6) WPC Variant and Universal Metrics Reporting Template, and 7) WPC Universal and Variant Technical Metrics Specifications). Regarding Variant and Universal Metrics, CONTRACTOR only reports on 12 metrics required for Sacramento’s WPC program; details on all metrics can be found in the WPC Variant and Universal Metrics Reporting Template and WPC Universal and Technical Metrics Specifications documents. Pathways will work with CONTRACTOR to determine which specific data each CONTRACTOR will be responsible for reporting, depending on services provided and access to data sources.

viii. Support and engage in Pathways communications efforts, both internally with Pathways partner organizations and externally with the public, media, and elected officials, by sharing program outcomes and documenting Enrollee stories (and obtaining and maintaining informing consent forms for any video, written, photographic, or verbal documentation that identifies the Enrollee).

ix. Comply with all applicable state and federal laws, regulations, and enactments related to the confidentiality of Enrollee health information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

10. WPC-Funded Services:

A. WPC funded services include care coordination activities, Enrollee-centered services and supports aimed at improving participant health and housing goals (see Pathways DOS for the comprehensive list).

B. WPC funds cannot supplant funding for Medi-Cal covered services.

C. CONTRACTOR shall leverage its role and the role of the WPC program to ensure that WPC Enrollees receive the benefit of all covered services, including but not limited to services from:

i. The managed care plans, including:
   a. All community-based programs offered by the managed care plans such as Community-based Adult Services.
   b. All non-emergency transportation services covered by the health plans, including the expanded non-medical transportation (NMT) benefit.
   c. Screening and brief intervention (SBRT) services.
   d. Care coordination services, including complex care coordination services.
   e. Health education services.
ii. Medi-Cal fee-for-service (FFS).
iii. Denti-Cal.
iv. Denti-Cal managed care plans.
v. County mental health.
vi. County substance use disorder services.
vii. County Housing/rental assistance (FSRP).
viii. County In-home Supportive Services (IHSS).
ix. Any available Multi-purpose Senior Services program (MSSP).
x. Any available regional center services.

11. Graduation and Dis-Enrollment from WPC Eligibility: A WPC Enrollee shall be deemed to have graduated or dis-enrolled from the WPC program under the following conditions:

A. Graduation: Participant has achieved stability according to key criteria including: achieving health and housing goals, demonstrated ability to self-manage, obtaining benefits that allow for long-term stability in the community.

B. Dis-Enrollment reasons include the following:
   i. Person has Obtained VA Health Benefits
   ii. Enrollment in County Mental Health Plan FSP services
   iii. Medi-Cal changes to Ineligible Aid Code
   iv. 3 months of no contact (demonstrated multiple attempts, including at least one in person attempt to locate)
   v. Moved out of county
   vi. Long term incarceration
   vii. Enrollee Request
   viii. Death

C. Pathways Care Coordinator notifies Eligibility and Enrollment entity of graduation or disenrollment.

D. CONTRACTOR-Initiated Discharge or Transfer: A formal procedure shall be established by the CONTRACTOR and approved by the Pathways Team. As part of the procedure, the Enrollee shall be notified in writing by the CONTRACTOR of the intent to discharge or transfer the Enrollee for cause and allowed a period of no less than 20 calendar days to respond to the proposed action.
   i. CONTRACTOR must submit a written request for discharge or transfer, and the documentation supporting the request to the Pathways Team for approval. The supporting documentation must establish the pattern of behavior and CONTRACTOR's efforts to resolve the problem. The Pathways Team shall review the request and render a decision in writing within 10 working days of receipt of a CONTRACTOR request and necessary documentation. If the CONTRACTOR-initiated request for discharge or transfer is approved by the Pathways Team, the Pathways Team shall work with other Hubs for placement of the Enrollee. CONTRACTOR shall be notified by the Pathways Team of the decision, and if the request is granted, shall be notified by the Pathways Team of the effective date of the discharge or transfer. CONTRACTOR shall notify the Enrollee of the discharge or transfer for cause if the Pathways Team grants the CONTRACTOR-initiated request for discharge or transfer.
ii. CONTRACTOR shall continue to provide Pathways program services to the Enrollee until the effective date of the discharge or transfer.

12. Oversight and Readiness. Pathways Team and CITY may at any time, evaluate the pathways program. CONTRACTOR shall be given opportunities to participate in the evaluation process and to respond.

A. CONTRACTOR shall:
   i. Provide ongoing oversight of the structures, processes, and outcomes of its operations.
   ii. Continually assess its ability to perform required activities through initial reviews, ongoing monitoring, performance reviews, analysis of data, and utilization of benchmarks, if available.
   iii. Maintain documentation of oversight activities.
   iv. Comply and deliver services in accordance with Agreement deliverables and objectives and the Pathways Program Manual.
   v. Emphasize results through its oversight and monitoring activities. To that end, CONTRACTOR shall identify areas requiring improvement and shall monitor these areas to ensure improvement occurs.
   vi. Provide oversight that includes the following:
       a. Document and Process reviews;
       b. Monitoring; and
       c. Continuous improvement activities.

B. Pathways Team shall:
   i. Consult with CONTRACTOR as determined necessary by the Pathways Team to support successful implementation of the Pathways model.
   ii. Monitor compliance with the terms of the Agreement.
   iii. Collaborate and work with the CONTRACTOR to ensure compliance.
   iv. Receive and respond to Pathways program complaints from Enrollees.
   v. Conduct regular meetings with the CONTRACTOR.
   vi. Coordinate requests for assistance from the CONTRACTOR and assign Pathways Team staff with appropriate expertise to provide technical assistance to the CONTRACTOR.
   vii. Make best efforts to resolve any issues applicable to the Agreement identified by the CONTRACTOR, or the Pathways Team.
   viii. Inform the CONTRACTOR of any discretionary action by the Pathways Team under the provisions of the Agreement.
   ix. Conduct site visits as determined necessary by the Pathways Team to verify the accuracy of reported data.

   x. Conduct a Readiness Review of each CONTRACTOR, which will be completed successfully prior to the start of this Agreement.
EXHIBIT B  
PROFESSIONAL SERVICES AGREEMENT  

FEE SCHEDULE/MANNER OF PAYMENT  

1. CONTRACTOR’s Compensation. The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $195,000.  

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.  

3. CONTRACTOR’s Reimbursable Expenses. Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.  

4. Payments to CONTRACTOR.  

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR’s invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.  

B. All invoices submitted by CONTRACTOR shall contain the following information:  

   (1) Job/Project Name  
   (2) CITY’s current Purchase Order Number  
   (3) CONTRACTOR’s Invoice Number  
   (4) Date of Invoice Issuance  
   (5) Work Order Number (if applicable)  
   (6) CITY representative identified on the Purchase Order  
   (7) CONTRACTOR’s remit address for payment  
   (8) Description of services billed under Invoice  
   (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)  
   (10) Total Billed to Date under Agreement  

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR’s failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) CONTRACTOR will compile and submit invoice documentation to the Pathways Team at: pathways@transformhc.com

(2) The Pathways Team will submit the invoices and documentation to the CITY at: apinvoices@cityofsacramento.org

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR’s costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR’s Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR’s compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR’s breach of this Section 7.
Attachment 1 to Exhibit B

Billing Rates & Requirements

A. Subject to availability of sufficient funds in the Pathways program and subject to the maximum not-to-exceed amount specified in Exhibit B, CITY shall pay CONTRACTOR $195 per Enrollee served per month. Both parties agree to periodically review, no less than quarterly, the number of Enrollees referred, the severity of services required, and the impact those considerations may have on future Per Enrollee Per Month payments. To receive payment, CONTRACTOR must submit a de-identified Enrollee list (to be matched with identifiers provided by the outreach enrollment entity) by the 10th calendar day of the following month specifying:

1. For each Pathways Enrollee assigned to the Hub:
   a. All Assigned Enrollees must receive at least one Pathways Service (with the exception of engagement attempt) per payment period or receive one engagement attempt per week following assignment during payment period. Specify the Pathways Service(s). Specify the Pathways service(s) provided to Assigned Enrollees during the month, as documented in the Shared Care Plan Platform.
   b. For Assigned Enrollees receiving “High Care Coordination” bundle services, based on acuity assessment, confirm and specify a minimum of bi-weekly (once every two weeks) Engagement Contact in the first 60 days following assignment, tapering to monthly contact until the Enrollee stabilizes, as documented in the Shared Care Plan Platform.
   c. For Assigned Enrollees receiving “Low Care Coordination” bundle services, based on acuity assessment, specify a minimum of one Engagement Contact service every 30 days for the first 60 days until the Enrollee graduates from Pathways, as documented in the Shared Care Plan Platform.

B. Notwithstanding the foregoing, CITY will not provide payment to CONTRACTOR until CITY is satisfied, in CITY’s sole and reasonable determination, that the requirements of Attachment 1 to Exhibit A have been satisfied for the applicable billing period.
EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] X Not furnish any facilities or equipment for this Agreement;

or

_______ Furnish the following facilities or equipment for the Agreement [list, if applicable]: 
EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform
services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

1. CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

2. CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance or failure to perform this Agreement by CONTRACTOR, any subcontractor, consultant, or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1. Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities
performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” (CONTRACTOR initials)

(3) **Excess Insurance:** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” (CONTRACTOR initials)
(5) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) Insurance:

Is _____ X _____ Is not ________ [check one] required for this Agreement

If required, such coverage must be continued for at least ______ 3 ______ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance
Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including
procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

   (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

   (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

   B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

   C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

   [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)

Form Approved by City Attorney 2-14-2017
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bender Insurance Solutions
516 Gibson Drive
Suite 240
Roseville, CA 95678

INSURED
Cares Community Health dba: One Community Health
1500 21St St
Sacramento, CA 95811

CONTACT
NAME: JRODRIGUEZ
PHONE: (916) 380-5300
FAX: (916) 380-5206
EMAIL:

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Nonprofits Insurance Alliance of California
19682
INSURER B: Hartford Fire Insurance Company
10200
INSURER C: Hiscox Insurance Co. Inc.

COVERAGES
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 201833393NPO
REVISION NUMBER: 6/1/2018

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSCRIBED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR INSCR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>201833393NPO</td>
<td>6/1/2018</td>
<td>6/1/2019</td>
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<td>6/1/2018</td>
<td>6/1/2019</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td>A</td>
<td>UMBRELLA LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>Crime</td>
<td>57 FA0290417-18</td>
<td>6/1/2018</td>
<td>6/1/2019</td>
<td>E.L. EACH ACCIDENT $1,250,000</td>
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<td>Cyber Liability</td>
<td>MPL1749973.18</td>
<td>6/1/2018</td>
<td>6/1/2019</td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT $3,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured per attached endorsement(s): The City of Sacramento, its officials, employees, and volunteers

CERTIFICATE HOLDER
City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM - #35050
New York, NY 10116-4668

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</td>
<td>All insured premises and operations.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   1. In the performance of your ongoing operations; or
   2. In connection with your premises owned by or rented to you.

However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement; or
   2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
## CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**
Edgewood Partners Ins. Center
1765 Challenge Way, Suite 200
Sacramento - P&C Lic #OB29370
Sacramento CA 95815

**INSURED**
Cares Community Health
dba One Community Health
1500 21st Street, Building B
Sacramento CA 95811

**CONTACT**
Josette Williams
PHONE: 916.576.1605
FAX: 916.576.1605
EMAIL: josette.williams@epicbrokers.com

**INSURER(S) AFFORDING COVERAGE**
NAIC #
Josette Williams: 99900
BETA Healthcare Group: 15105
Safety National Casualty: 15105

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>OCCUR</td>
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**OTHER: POLICY | PROJECT | LIMITS**

| AUTOMOBILE LIABILITY | | |
| ANY AUTO | | |
| OWNED AUTOS ONLY | SCHEDULED AUTOS | |
| HIRED AUTOS ONLY | NON-OWNED AUTOS | |
| UMBRELLA LIAB | OCCUR | |
| EXCESS LIAB | CLAIMS-MADE | $ |

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**PER STATUTE | TOTA L | LIMITS**

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<th>STATUTE</th>
<th>TOTAL</th>
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<td>$3,000,000</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**RE: Evidence of Coverage. When required by written contract, waiver of subrogation applies to Workers' Compensation, per the attached endorsement.**

---

**CERTIFICATE HOLDER**
City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668
ECM- #35500
New York, NY 10168-4668

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.
BETA Risk Management Authority ("BETARMA")
A Public Entity
AMENDMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

<table>
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<tr>
<th>Certificate Number:</th>
<th>Amendment No.:</th>
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<tr>
<th>Issued to:</th>
<th>One Community Health</th>
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<tr>
<td>Effective Date:</td>
<td>01/01/2019 at 12:01 a.m.</td>
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<tr>
<td>Expiration Date:</td>
<td>07/01/2019 at 12:01 a.m.</td>
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<tr>
<td>Additional Contribution:</td>
<td>Per Contract</td>
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This amendment changes the contract to which it is attached effective on inception date of the Coverage Contract.

BETARMA has the right to recover payments it makes from anyone liable for an injury covered by this Coverage Contract. BETARMA will not enforce its right against the person or organization named in the Schedule. This amendment applies only to the extent work performed under a written contract requires the Member to obtain this agreement from BETARMA.

This endorsement does not apply to benefits or damages paid or claimed because of injury occurring before the Member entered into such a contract.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization with whom the Member entered into a contract, a condition of which requires the Member to obtain this waiver from BETARMA.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
License # 0757776
HUB International Insurance Services Inc.
3636 American River Drive, Suite 200
Sacramento, CA 95864

CONTACT
Kendra Whitehead
PHONE (AIC, No, Ext):
FAX (AIC, No):
EMAIL: kendra.whitehead@hubinternational.com

INSURER(S) AFFORDING COVERAGE
INSURER A: The Doctors Company, Interinsurance Exchange
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC # 34495

INSURED
Cares Community Health
dba: One Community Health
1500 21st Street
Sacramento, CA 95816

COVERAGES
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>INSR. LTR.</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUBR.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF.</th>
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<th>LIMITS</th>
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<td>CLAIMS-MADE</td>
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WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
 ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)
Y N A

| DESCRIPTION OF OPERATIONS below | | | | | | |
| A Medical Malpractice | HCF0951264 | 6/1/2018 | 6/1/2019 | Per Incident | 5,000,000 |
| A Medical Malpractice | HCF0951264 | 6/1/2018 | 6/1/2019 | Aggregate | 8,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Sacramento, its officials, employees and volunteers are included as Limited Protected Parties as per the attached endorsement #HCF261(07/11).

CERTIFICATE HOLDER
The City of Sacramento, its officials, employees and volunteers
City of Sacramento c/o EXIGIS LLC
PO Box 4668 ECM-33050
New York, NY 10168-4668

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
First Named Insured: Cares Community Health  
Policy Number: HCF0951264  
Additional Premium:  
Endorsement Effective Date: 06/01/2018  
Return Premium:  
Date Issued: 04/25/2018

LIMITED PROTECTED PARTIES

In consideration of the premium charged, it is agreed that the following Entities are added as Additional Protected parties in accordance with Policy Section I: Who is a Protected Party, item i:

County of Sacramento-Dept of Health & Human Services-Suite 1000
County of Sacramento-Dept of Health & Human Services-Suite 500
County of Sacramento-Dept of Health & Human Services-Suite 600
County of Sacramento-Dept of Human Assistance
El Dorado County Public Health Dept UC Davis Health System
The City of Sacramento, its officials, employees and volunteers

The coverage provided by this Endorsement is further limited as follows:

a. In addition to the provisions contained in Policy Section III: When This Policy Will Respond, coverage with respect to the Entities listed above is further limited to Claims that arise out of Professional Services rendered:
   1. on behalf of the First Named Insured; and
   2. by a Healthcare Professional listed as a Protected Party on the Coverage Summary or applicable Endorsement.

b. No coverage is provided by the Policy:
   1. to any Entity listed above for liability arising out of the sole negligence of such Entity, or by those acting on its behalf; and
   2. for any Claim for which coverage is available from any self-insurance, self-insured retention, self-insured trust, or risk transfer instrument of any kind, other than this Policy, that provides defense or indemnity to such entity for any Claim, loss, liability expenses, or damages covered by this Policy.
ALL OTHER TERMS, CONDITIONS, AND LIMITATIONS CONTAINED IN YOUR POLICY REMAIN THE SAME.