

NAHC, Inc. Internal Budget Justification

Date created: 07/17/2013 rev
 Name of Grant: iNative
 Grant Period: September 30, 2013--September 29, 2014

Position Title	Name	Annual Salary	%FTE	Total
1 Program Director	E. Lucero	\$78,249.99	50%	\$ 39,125
2 Evaluator	A. Denning	\$55,620.00	30%	\$ 16,686
3 Peer Specialist	K. Budd	\$49,858.00	100%	\$ 49,858
4 Peer Specialist	N. Gutierrez	\$45,427.00	100%	\$ 45,427
Total Salaries				\$ 151,095
Fringe Benefits @ 28.89%				\$ 43,652
Total Salaries & Fringe				\$ 194,747
OPERATING EXPENSES			<i>Subtotal of Operating =</i>	<i>34,761</i>
TRAVEL				
Travel-local				\$ 1,080
Travel-Out of Town				\$ 3,000
EQUIPMENT				
Furniture & Equipment <\$5K				\$ 1,870
SUPPLIES & MATERIALS				
Janitorial Supplies				\$ 600
Computer Supplies				\$ 600
Office Supplies				\$ 900
Program Supplies				\$ 900
CONTRACTUAL				
Subcontractor				\$ -
CONSTRUCTIONS				
Not applicable / none requested				\$ -
OTHER				
Utilities				\$ 1,200
Advertising				\$ 900
Consultants				\$ 2,000
Equipment Leasing				\$ 1,200
PMS/EHR				\$ 14,000
Training/Workshops				\$ 1,200
Community Events				\$ 3,200
Telephone/fax				\$ 600
Postage/Fed Express/Shipping				\$ 611
Equipment Repair/Maintenance				\$ 300
Printing				\$ 600
Total Direct				\$229,508
INDIRECT Rate @ 22%				\$50,492
TOTAL BUDGET				\$280,000

Native American Health Center, Inc.

SAMHSA—CSAT # TI-13-008

Budget Justification ~ FY 2013-2014

Revised 07.17.2013

A. PERSONNEL**FEDERAL REQUEST**

Position Title	Name	Annual Salary	Level of Effort	Cost
Program Director	E. Lucero, MPP	\$78,249.99	50%	\$ 39,125
Evaluator	A. Denning, MPH	\$55,620.00	30%	\$ 16,686
Peer Specialist	K. Budd	\$49,858.00	100%	\$ 49,858
Peer Specialist	N. Gutierrez	\$45,427.00	100%	\$ 45,427
			TOTAL	\$ 151,095

The Program Director will be Mrs. Esther Lucero, MPP will be on this grant at 50% FTE; she is responsible for project implementation, cross-site communications and site visits, and day-to-day program operations.

Mr. Alex Denning, MPH will be the Evaluator at 30% FTE on this grant; he will be responsible for the implementation and analysis of the local and cross-site evaluation and will provide support to the Project Director.

Two full-time Peer Specialists will be on this grant; and both Ms. Kathryn Budd and Ms. Nina Gutierrez will be responsible for the care coordination of this project.

FEDERAL REQUEST FOR PERSONNEL **\$ 151,095**

B. FRINGE BENEFITS**FEDERAL REQUEST**

Component	Rate	Wage	Cost
FICA	7.65%	\$ 151,095	\$ 11,559
SUI	4.5%	\$ 151,095	\$ 6,799
Workers Compensation	1.78%	\$ 151,095	\$ 2,690
ETT	0.10%	\$ 151,095	\$ 151
Health	12.75%	\$ 151,095	\$ 19,265
TSA (Pension)	2.11%	\$ 151,095	\$ 3,188
		TOTAL	\$ 43,652

The fringe benefit rate for Native American Health Center, Inc. is at 28.89% for .80 FTE or above and 18% for .79 FTE or below. The fringe benefits includes: FICA (Federal Insurance Contribution Act) at 7.65%, SUI (State Unemployment Insurance) at 4.5%, Workmen's Compensation at 1.78%, ETT at 0.10%, Health (Medical/Dental/Vision) at 12.75% and TSA at 2.11%; totaling 28.89%.

FEDERAL REQUEST FOR FRINGE BENEFITS **\$ 43,652**

C. TRAVEL**FEDERAL REQUEST**

Purpose of Travel	Location	Item	Rate	#	Cost
Grantee Mandatory	Washington, DC	Airfare	\$ 500	1	\$ 500
Meeting		Per Diem	\$ 71	4	\$ 284
		Hotel	\$ 205.33	3	\$ 616

	Ground Transport	\$ 100	1	\$100
	Cost for One Trip			\$ 1,500
	Total Staff Per Trip	2		\$ 3,000
Local Travel		\$.50/mi x 2160 mi.		\$ 1,080

Out of town travel costs are included for two staff to travel to attend two SAMHSA grantee meetings in Washington D.C. Travel figures are based on the federal M&IE rates and recent airline flight prices. Local travel is requested for travel between the different agency site locations and to attend local trainings and presentations. Our agency reimbursement rate is at \$0.50 per mile.

FEDERAL REQUEST FOR TRAVEL \$ 4,080

D. EQUIPMENT

FEDERAL REQUEST

Item	Rate	Cost
Computer Equipment (iPad)	\$880 per iPad x 2	\$ 1,760
Mobile WiFi Cards	\$ 55 x 2 cards	\$ 110
	TOTAL	\$ 1,870

Equipment funds are requested to purchase computer and technology equipment to assist in delivering services such as iPads with mobile accessibility and connectivity with two WiFi cards.

FEDERAL REQUEST FOR EQUIPMENT \$ 1,870

E. SUPPLIES

FEDERAL REQUEST

Item	Rate	Cost
Janitorial Supplies	\$ 50/mo x 12 mos	\$ 600
Computer Supplies	\$ 50/mo x 12 mos	\$ 600
Office Supplies	\$ 75/mo x 12 mos	\$ 900
Program Supplies	\$ 75/mo x 12 mos	\$ 900
	TOTAL	\$ 3,000

Janitorial supplies include cost for cleaning supplies and toiletry paper products for maintaining a clean and tidy office space. Funds for computer supplies are requested for ink cartridges and USB memory devices. Office supplies are items needed for the day-to-day office operation, this includes: paper, memo/note-pads/books, writing utensils, tape/adhesives, binders, pushpins, clips, file folders, staplers, paper punchers, scissors, etc. for daily staff use. Program Supplies includes the costs for item needed for outreach, groups/workshops supplies, and strengthen collaborations, i.e., brochures, magazine, DVD, videos, books, promotional materials, including sage and sweetgrass for cultural events.

FEDERAL REQUEST FOR SUPPLIES \$ 3,000

F. CONTRACTUAL \$ -0-

G. CONSTRUCTIONS \$ -0-

H. OTHER

FEDERAL REQUEST

Item	Rate	Cost
Utilities	\$ 100/mo x 12 mo	\$ 1,200
Advertising	\$ 75/mo x 12 mo	\$ 900
Consultants	\$ 100/hr. x 20 hrs.	\$ 2,000

Equipment Leasing	\$ 100/mo x 12 mo	\$ 1,200
PMS/EHR System	\$ 1,166/mo x 12 mo	\$ 14,000
Training/Workshops	First Aid, CPR, Clinical Workshops/classes	\$ 1,200
Community Events	4 x \$ 800/event x 1 per quarter	\$ 3,200
Telephone/Fax	\$ 50/mo x 12 mo	\$ 600
Postage/Fed Express/Shipping	\$ 50.91/mo x 12 mo	\$ 611
Equipment/Building Repair/Maintenance	\$25/mo x 12	\$ 300
Printing	\$ 50/mo x 12 mo	\$ 600
	TOTAL	\$ 25,811

- Utilities are shared monthly cost for all programs occupying the building at 3124 International; monthly utilities is requested and it will include cost for electricity (PG&E), gas (PG&E), water (East Bay Mud), drinking water service (Arrowhead), pest control (Terminix), security alarm (Bay Area Alarm Company), and garbage (Waste Management) at \$100 per month.
- Advertising funds in the amount of \$75 per month are requested to support the development of social marketing materials that will be distributed for this program.
- Consultant funds (professional and Traditional) are requested to pay for 20 traditional consultant hours at \$100 per hour over the course of the year. They provide service at events, staff trainings, and directly with community members.
- Equipment leasing covers the annual shared cost for the Xerox scanner/copier machines, and fax machines at \$100 per month.
- PMS/EHR (Practice Management System/ Electronic Health Record) funds are requested, and these includes costs for acquisition of appropriate hardware and software, conversion of data and staff training and is in compliance with federal mandates.
- Trainings/workshop funds are requested; these will include cost for project staff's CPR and First Aid training; plus workshops for the Peer Specialist to stay abreast of the latest trends and care coordination materials; averaging \$100 per month x 12 mo.
- Four Community Events are planned at \$800 each (1 per quarter); with smaller events/groups in months in between. These events and groups provide community cohesion, and an important component of working with the Native American population.
- Communication funds are requested; this is monthly shared cost for all programs occupying the building at 3124 International; communication include cost for telephone (hard and wireless), Internet (WiFi and broadband) connectivity, and fax expenses at \$50 per month.
- Postage & Shipping monies are requested in the amount of \$50.91 per month; this is a monthly shared cost for postage and overnight carrier services (i.e., FedEx) to communicate with funders and dissemination the community.
- Funds to support equipment maintenance and building maintenance are requested; this includes cost for minor repairs due to normal wear & tear, plus the upkeep for the building located at 3124 International Blvd., i.e., broken windows, waxing floors, troubleshooting the office equipment/furniture.
- Printing funds in the amount of \$50 per month are requested to publish the social marketing materials.

FEDERAL REQUEST FOR OTHER **\$ 25,811**

I. TOTAL DIRECT COST FOR FY 2013-2014 (Year 1) **\$ 229,508**

J. INDIRECT COSTS @ 22% **\$ 50,492**

Native American Health Center, Inc.'s indirect rate of 22% of direct costs (excluding subcontracts). A copy of the signed agreement is attached.

K. TOTAL FEDERAL REQUEST **\$ 280,000**

PROPOSED PROJECT PERIOD

Start Date: 09/30/13	End Date: 09/29/16
----------------------	--------------------

BUDGET SUMMARY

Category	Year 1	Year 2	Year 3	Total Project Cost
Personnel	\$ 151,095	\$ 151,095	\$ 151,095	\$ 453,285
Fringe Benefits	\$ 43,652	\$ 43,652	\$ 43,652	\$ 130,956
Travel	\$ 4,080	\$ 4,080	\$ 4,080	\$ 12,240
Equipment	\$ 1,870	\$ 1,870	\$ 1,870	\$ 5,610
Supplies	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Contractual	\$ 0	\$ 0	\$ 0	\$ 0
Constructions	\$ 0	\$ 0	\$ 0	\$ 0
Other	\$ 25,811	\$ 25,811	\$ 25,811	\$ 77,433
Total Direct Costs	\$ 229,508	\$ 229,508	\$ 229,508	\$688,524
Indirect Costs	\$ 50,492	\$ 50,492	\$ 50,492	\$ 151,476
Total Project Costs	\$ 280,000	\$ 280,000	\$ 280,000	\$ 840,000

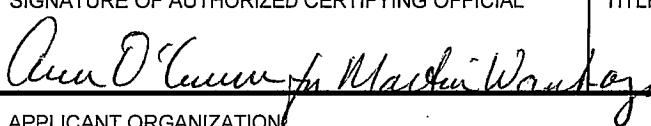
**ASSURANCE
of Compliance with SAMHSA Charitable Choice
Statutes and Regulations
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
NATIVE AMERICAN HEALTH CENTER, INC.	07/12/2013

Foster, Alania (SAMHSA)

From: Esther Lucero [EstherL@nativehealth.org]
Sent: Thursday, June 20, 2013 6:57 PM
To: Foster, Alania (SAMHSA)
Subject: Re: TI024765 - TCE-TAC - Application Review - Response Requested
Attachments: TI024765_TCE-TAC_NAHC_6.20.13.pdf

Hello Ms. Foster,
Thank you for your clarifying voicemail. Please find the follow existing resources and other support document attached. Feel free to contact me with any further questions.
Best,
Esther Lucero

From: <Foster>, "Alania (SAMHSA)"
Alania.Foster@samhsa.hhs.gov<<mailto:Alania.Foster@samhsa.hhs.gov>>>
Date: Monday, June 17, 2013 11:03 AM
To: Esther Lucero <estherl@nativehealth.org<<mailto:estherl@nativehealth.org>>>
Cc: Martin Waukazoo <MartinW@nativehealth.org<<mailto:MartinW@nativehealth.org>>>
Subject: TI024765 - TCE-TAC - Application Review - Response Requested

Dear Esther,

My name is Alania Foster from the Division of Grants Management at SAMHSA.

Your organization recently applied to the FY 2013 Grants to Expand Care Coordination through the Use of Technology-Assisted Care in Targeted Areas of Need announcement, RFA # TI-13-008. I have started the financial review of your application, and the following items need to be addressed before I can complete the review:

1. It was noted that your organization does not provide an adequate description of existing resources and other support it expects to receive for the proposed project. Provide a detailed description of existing resources and other support you expect to receive for the proposed project.

The requested items should be submitted to me via e-mail as one PDF attachment by COB on June 21, 2013. If you have questions regarding this request, do not hesitate to contact me.

Please be informed that funding decisions have not been made; however, these are items that needs to be addressed before your application can be further reviewed.

Please note: Any correspondence/response must be sent from the Project Director, Business Official or Authorizing Representative of your organization. If prepared by someone other than those individuals listed above, the correspondence/response must be forwarded to the Project Director, Business Official, or Authorizing Representative then sent to this office with their comments.

Thank you,
Alania Foster
Alania Foster, M.S.
Grants Management Specialist
U.S. Department of Health and Human Resources (DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA) Office of Financial Resources (OFR), Division of Grants Management (DGM)

1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857
(240) 276-1409 (phone)
(240) 276-1430 (fax)
alania.foster@samhsa.hhs.gov
www.samhsa.gov



Regarding:
TI024765 - TCE-TAC-Application Review
iNative

June 20, 2012

Ms. Alania Foster,

NAHC has a strong foundation of existing resources that provide the necessary infrastructure to support iNative as an enhancement project. These leveraged resources fall into four NAHC service areas: Media, Clinical, Information Technology (IT), and Medical.

NAHC is proud to have developed the NAHC Media Center where all of our networks are managed in-house. The NAHC Media Team has recently redesigned the agency website and is ready to implement the patient portal enhancement. In addition all Social Media networks have already been established and are also managed by NAHC Media. NAHC Media staff time becomes a valuable leveraged resource for this project.

NAHC has a very strong Clinical Training program for Psych. D., and MFT students. All Clinical Trainees are volunteer positions. They provide a variety of clinical services including substance abuse treatment, counseling, and after care. These interns could provide clinical support in the social media substance use support groups. In addition, NAHC's Clinical Director will provide clinical supervision to the Peer Support Specialists who will be leading these online groups. Since only the Peer Support Specialist is funded by this project, trainees will provide an in-kind match, and the clinical supervision will become a leveraged resource.

IT is responsible for all equipment delivery, set up and network compatibility. Any Electronic Health Record (EHR) enhancements are performed by the IT Department. The EHR Team will be responsible for training and implementation associated with the new patient portal. Also, advertising costs to communicate the enhanced technology to the clients and patients will be supported partially by the EHR budget.

Finally, it is impossible to implement Tele-health services without leveraging Medical Provider time. This may come in the form of Medical Social Workers, Primary Care Providers, Psychiatrists, Nutritionists, etc. There time is compensated through Third Party Billing.

Sincerely,

Esther Lucero, MPP
Project Director

OAKLAND CENTER

2950 International Blvd.
Oakland, CA 94601
Medical/Dental
PH (510) 535-4400

OAKLAND CENTER

3124 International Blvd.
Oakland, CA 94601
Medical/Dental
PH (510) 434-5421

SAN FRANCISCO CENTER

160 Capp Street
San Francisco, CA 94110
Medical
PH (415) 621-8051
Dental
PH (415) 621-8056
Family & Child Guidance Clinic
PH (415) 621-4371
Women, Infants & Children
PH (415) 621-7574

RICHMOND CENTER

260 23rd Avenue
Richmond, CA 94804
PH (510) 232-7020

ADMINISTRATIVE OFFICES

1151 Harbor Bay Pkwy.
Suite 201-Fiscal
Suite 203-Administration
Alameda, CA 94502
PH (510) 747-3030

Dayhoff, Sarah (SAMHSA)

From: Angelena Tsosie [AngelenaT@nativehealth.org]
Sent: Tuesday, June 04, 2013 5:29 PM
To: Dayhoff, Sarah (SAMHSA)
Cc: Serena Wright; Esther Lucero
Subject: RE: TI024765 TI13-008 TCE-TAC- NATIVE AMERICAN HEALTH CENTER, INC.

Hello Sarah,

Our DUNS number and our SAM account has been updated.

I just received an email confirmation from SAM Admin.gov stating everything has been updated, active & approved.

Thank you.

Respectfully,

A. Tsosie

Angelena Tsosie, CWD Administrator
Community Wellness Department

Native American Health Center, Inc. / 3124 International Blvd, 4th Floor / Oakland, CA 94601
tel: 510.434.5421 / efax: 510.437.9574 / angelenat@nativehealth.org

Visit us @ www.nativehealth.org

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.



Please consider the environment before printing this e-mail

From: Dayhoff, Sarah (SAMHSA) [mailto:Sarah.Dayhoff@samhsa.hhs.gov]
Sent: Monday, June 03, 2013 7:05 AM
To: Angelena Tsosie
Cc: Serena Wright; Esther Lucero
Subject: RE: TI024765 TI13-008 TCE-TAC- NATIVE AMERICAN HEALTH CENTER, INC.

Hi Angelena,

I just checked SAM again this morning for the status on your DUNS, **078760501** and it still reflects the expired status as of 5/10/2013. If you successfully established your account in SAM last month than I'm not sure why it would show expired status. This is something you would have to bring up with the SAM helpdesk which can be reached at 866-606-

8220. I also understand that this could possibly take more than a couple days but please keep me posted on the issue and let me know when it's been resolved.

If you have any questions please feel free to ask me.

Thank you,

Sarah Dayhoff
Grants Technical Assistant
SAMHSA, Division of Grants Management
1 Choke Cherry Road, Room 7-1079
Rockville, MD 20857
Sarah.Dayhoff@samhsa.hhs.gov
240-276-0276 (Office)
240-276-1430 (Fax)

From: Angelena Tsosie [<mailto:AngelenaT@nativehealth.org>]
Sent: Friday, May 31, 2013 7:58 PM
To: Dayhoff, Sarah (SAMHSA)
Cc: Serena Wright; Esther Lucero
Subject: FW: TI024765 TI13-008 TCE-TAC- NATIVE AMERICAN HEALTH CENTER, INC.

Hello Sarah,

My name is Angelena Tsosie and I am the CWD Administrator at Native American Health Center, Inc. in Oakland, CA.

I also left you message re: this too. Kindly give me a call back when you can at 510-434-5421.

I am responsible for managing our SAM account on behalf of our agency and I did establish our agency's SAM account last month in April. I am a bit confused of your email.

I will also contact the Help Desk at System for Award Management in re: to our SAM account and the re-activation of our DUNS number

It's now 5:00p.m. PST, and you may have left your office already, however please call me back when you can at 510-434-5421. You can reach anytime on Monday.

Have a good weekend!

Thank you.

Respectfully,

a. Tsosie

Angelena Tsosie, CWD Administrator

Native American Health Center, Inc. / 3124 International Blvd, 4th Floor / Oakland, CA 94601
tel: 510.434.5421 / fax: 510.437.9574 / angelenat@nativehealth.org

Visit us @ www.nativehealth.org

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.



Please consider the environment before printing this e-mail

From: Frank Zamora
Sent: Friday, May 31, 2013 12:07 PM
To: Martin Waukazoo
Cc: Serena Wright; Esther Lucero; Angelena Tsosie
Subject: RE: TI024765 TI13-008 TCE-TAC- NATIVE AMERICAN HEALTH CENTER, INC.

From: Martin Waukazoo
Sent: Friday, May 31, 2013 11:51 AM
To: Frank Zamora
Cc: Serena Wright; Esther Lucero
Subject: Fwd: TI024765 TI13-008 TCE-TAC- NATIVE AMERICAN HEALTH CENTER, INC.

Frank:

Urgent!

Please activate our DUNS number ASAP:

The DUNS number you provided, **078760501**, is currently expired in the System for Award Management (SAM). Please re-activate this DUNS number in the SAM system no later than C.O.B, Tuesday, June 4, 2013.

Begin forwarded message:

From: "Dayhoff, Sarah (SAMHSA)" <Sarah.Dayhoff@samhsa.hhs.gov>
Date: May 31, 2013, 11:43:06 AM PDT
To: "EstherL@nativehealth.org" <EstherL@nativehealth.org>, "Waukazoo, Martin (IHS Contact)" <martinw@nativehealth.org>

Cc: "Foster, Alania (SAMHSA)" <Alania.Foster@samhsa.hhs.gov>
Subject: TI024765 TI13-008 TCE-TAC- NATIVE AMERICAN HEALTH CENTER, INC.

Hello,

My name is Sarah Dayhoff from the Division of Grants Management at SAMHSA.

Please be informed that funding decisions have not been made; however, there is an item that needs to be addressed before your application can be further reviewed.

While reviewing your application, I noticed the following discrepancy:

- The DUNS number you provided, **078760501**, is currently expired in the System for Award Management (SAM). Please re-activate this DUNS number in the SAM system no later than C.O.B, Tuesday, June 4, 2013.

Thank you,

Sarah Dayhoff
Grants Technical Assistant
SAMHSA, Division of Grants Management
1 Choke Cherry Road, Room 7-1079
Rockville, MD 20857
Sarah.Dayhoff@samhsa.hhs.gov
240-276-0276 (Office)
240-276-1430 (Fax)

NATIVE AMERICAN HEALTH CENTER, INC.

DUNS: 078760501 CAGE Code: 35AG5

Status: Active

2950 INTERNATIONAL BLVD.

OAKLAND, CA, 94601-2902 ,

UNITED STATES

Entity Overview

Entity Information

Name: NATIVE AMERICAN HEALTH CENTER, INC.

Business Type: Business or Organization

POC Name: None Specified

Registration Status: Active

Expiration Date: 06/04/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

WWW4

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<input type="text"/>
* 3. Date Received:		4. Applicant Identifier:
<input type="text" value="04/10/2013"/>		<input type="text"/>
5a. Federal Entity Identifier:		5b. Federal Award Identifier:
<input type="text"/>		<input type="text" value="TI-13-008"/>
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="NATIVE AMERICAN HEALTH CENTER, INC."/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="23-7135928"/>		* c. Organizational DUNS: <input type="text" value="0787605010000"/>
d. Address:		
* Street1:	<input type="text" value="3124 INTERNATIONAL BLVD ."/>	
Street2:	<input type="text"/>	
* City:	<input type="text" value="OAKLAND"/>	
County/Parish:	<input type="text" value="ALAMEDA"/>	
* State:	<input type="text" value="CA: California"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="94601-2902"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="COMMUNITY WELLNESS DEPARTMENT"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="MRS ."/>	* First Name: <input type="text" value="ESTHER"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="LUCERO"/>		
Suffix: <input type="text" value="MA"/>		
Title: <input type="text" value="PROJECT DIRECTOR, iNative"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="(510) 434-5421"/>		Fax Number: <input type="text" value="(510) 437-9574"/>
* Email: <input type="text" value="EstherL@nativehealth.org"/>		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

K: Indian/Native American Tribally Designated Organization

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Substance Abuse & Mental Health Services Adminis.

11. Catalog of Federal Domestic Assistance Number:

93.243

CFDA Title:

Substance Abuse and Mental Health Services_Projects of Regional and National Significance

* 12. Funding Opportunity Number:

TI-13-008

* Title:

Grants to Expand the Use of Technology-Assisted Care in Targeted Areas of Need

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

SF 424 Face Page Question No 14.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

iNative

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant CA-009

b. Program/Project CA-009

Attach an additional list of Program/Project Congressional Districts if needed.

SF 424 Face Page Question No 16b_Additiona

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 09/30/2013

* b. End Date: 09/29/2014

18. Estimated Funding (\$):

* a. Federal	280,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	280,000.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on 04/08/2013.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Martin

Middle Name:

* Last Name: Waukazoo

Suffix:

* Title: Chief Executive Officer

* Telephone Number: (510) 747-3059 Fax Number: (510) 748-0116

* Email: MartinW@nativehealth.org

* Signature of Authorized Representative: Chirag Patel * Date Signed: 04/10/2013

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. iNative	93.243	\$ []	\$ []	\$ 280,000.00	\$ []	\$ 280,000.00
2.		[]	[]	[]	[]	[]
3.		[]	[]	[]	[]	[]
4.		[]	[]	[]	[]	[]
5. Totals		\$ []	\$ []	\$ 280,000.00	\$ []	\$ 280,000.00

Standard Form 424A (Rev. 7- 97)

Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) iNative	(2)	(3)	(4)	
a. Personnel	\$ 151,095.00	\$	\$	\$	\$ 151,095.00
b. Fringe Benefits	43,652.00				43,652.00
c. Travel	4,080.00				4,080.00
d. Equipment	1,870.00				1,870.00
e. Supplies	3,000.00				3,000.00
f. Contractual	0.00				
g. Construction	0.00				
h. Other	25,811.00				25,811.00
i. Total Direct Charges (sum of 6a-6h)	229,508.00				\$ 229,508.00
j. Indirect Charges	50,492.00				\$ 50,492.00
k. TOTALS (sum of 6i and 6j)	\$ 280,000.00	\$	\$	\$	\$ 280,000.00
 7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)

Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.		\$ []	\$ []	\$ []	\$ []
9.		[]	[]	[]	[]
10.		[]	[]	[]	[]
11.		[]	[]	[]	[]
12. TOTAL (sum of lines 8-11)		\$ []	\$ []	\$ []	\$ []

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	13. Federal	\$ []	\$ []	\$ []	\$ []
14. Non-Federal	\$ []	[]	[]	[]	[]
15. TOTAL (sum of lines 13 and 14)	\$ []	\$ []	\$ []	\$ []	\$ []

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. iNative	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00	\$ []
17.	[]	[]	[]	[]
18.	[]	[]	[]	[]
19.	[]	[]	[]	[]
20. TOTAL (sum of lines 16 - 19)	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00	\$ []

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	[]	22. Indirect Charges:	[]
23. Remarks:	[]		

NATIVE AMERICAN HEALTH CENTER, INC.

iNative

Abstract

iNative will enhance and strengthen Native American Health Center's (NAHC) current substance abuse treatment, recovery, and support services through integration of technology for underserved American Indian and other local urban underserved populations. Goals include increased patient access, engagement, and individual empowerment surrounding health literacy and recovery, inclusion of cultural tools, and an enhancement of NAHC's current Electronic Health Record (EHR) implementation.

The program will utilize health technology: messaging, electronic health records, web-based patient portals, tele-medicine, peer-to-peer support groups, and social media as essential components in the development of innovative substance abuse programming for those with limited access. Services will be provided to those with socioeconomic and/or psychosocial issues, including challenging living conditions, financial situations, and family responsibilities. Patients will experience an increase in their ability to monitor and track their individual health status, access to substance abuse and mental health treatment, recovery, and support services, patient/ provider access to case management information, and greater care coordination and peer support. ***iNative*** will serve 650 unduplicated patients over three years.

NAHC has provided medical care, mental health, and substance abuse services to AI/AN families for twenty-five years. Thirty percent of NAHC's AI/AN clients suffer from two or more chronic health conditions, diabetes, obesity, CVD, depression, and 38% living with one chronic medical condition. Of 295 clients receiving ongoing counseling services in 2011, 36% had co-occurring mental health and substance abuse disorders, 56% substance abuse only, 18% PTSD, 8% depression.

NAHC has developed a culturally-competent, client-centered, family-driven system of care in the San Francisco Bay Area through the Federal Center for Mental Health Services, State of California, Indian Health Service, and County funds. This 'Holistic System of Care for Native Americans in an Urban Environment' has been identified as an evidence-based practice based in peer reviewed journals and is validated as a Best Practice by the Indian Health Service, State of California Department of Mental Health and the National Center for Urban Indian Health.

NAHC currently integrates services through the use of technology through active implementation of EHR. NAHC has a contract with NextGen, a certified Practice Management and Electronic Health Records system. Previous integration of technology has provided NAHC with a prior platform for and knowledge of technological enhancements.

Table of Contents

Abstract	1
Table of Content	2
Section A: Population of Focus and Statement of Need	3
Section B: Proposed Evidence-Based Service/Practice	8
Section C: Proposed Implementation Approach	11
Section D: Staff and Organizational Experience	21
Section E: Data Collection and Performance Measurement	234
Section F: Electronic Health Record (EHR) Technology	27
Section G: Literature Citations.....	29
Section H: Biographical Sketches and Job Descriptions.....	32
Section I: Confidentiality & SAMSHA Participant Protection/Human Subject	42
Attachment One: (a) Identification of Treatment Provider Organizations	45
Attachment One: (b) List of Direct Services Provider Organizations	45
Attachment One: (c) Statement of Assurance (Appendix D)	46
Attachment One: (d) Letters of Commitment/Support	47
Attachment Two: Web Link to Data Instrument/Protocol.....	68
Attachment Three: Sample Consent Forms	69
Attachment Four: Letters to SAA and SPOC	73
Attachment Five: Copy of Signed, Executed EHR Vendor Contract.....	75
Assurances	139

Section A: Population of Focus and Statement of Need

Demographic Profile: The Native American Health Center (NAHC) located in the San Francisco (SF) Bay Area provides medical, dental, integrated mental health, WIC, and nutrition services to both the American Indian/ Alaska Native (AI/AN) population as well as the diverse and underserved community members within the neighborhoods surrounding the clinic. The surrounding neighborhoods include the Fruitvale District in Oakland and the Mission District in San Francisco. These two neighborhoods consist predominantly of minority and poverty stricken populations. Furthermore, both the Fruitvale and Mission Districts have been shown to have worse health outcomes when compared to their respective cities as a whole (US Censuses, 2010). The residents of these neighborhoods, because of proximity, attend NAHC for all available services. The scope of this program will include these people even if they do not identify themselves as AI/AN.

Additionally, NAHC serves the mental health needs of the AI/AN community in the SF Bay Area through its Community Wellness Department (CWD). CWD provides specialty mental health services targeting the urban AI/AN community inclusive of culturally based treatment and prevention, traditional AI/AN healing services, and peer support.

The target population of this program includes AI/AN and other individuals who reside around the health center with or at risk for SMI in the San Francisco Bay Area. The local AI/AN population is an urban Indian community representing Tribes from across the continent. Native Americans live throughout the various districts and counties. Unlike many other ethnic groups, there have been no specific neighborhoods formed by urban AI/AN populations; as a result, a urban AI/AN health centers a responsible for the provision of health services and serve as community centers. The proposed program will serve individuals who reside in the San Francisco Bay Area. This proposed program will have a strong Native and Indigenous contingent, however it intends to honor the diversity of NAHC's surrounding communities and will not be specifically limited to Native and Indigenous populations.

In the 1950s, Native people from various tribes began migrating in significant numbers from the reservations to major urban areas like the SF Bay Area during the federally mandated Bureau of Indian Affairs (BIA) Relocation Program. The BIA's repetition of a failed promise of transitional assistance furthered the development of a chronically disenfranchised urban AI/AN population. Mass relocation has created unique identities and acculturation experiences for urban AI/AN, including increases in inter-tribal and inter-racial marriages and children, isolation from tribal-specific practices and social support, and invisibility to non-Indians (Walters, 1999). This invisibility is apparent in published urban health statistics, where due to racial misclassification, AIAN individuals may be unreported, omitted, or lumped into an 'other' category.

The broad mix of Native cultures present in urban areas is due to both historic and current pressures on AI/ANs to relocate away from tribal lands. California has the largest AI/AN population of any other State with well over half a million AI/ANs, two-thirds of which live in urban cities (Nebelhopf & Phillips, 2004). This results in the San Francisco (SF) Bay Area having one of the largest and most diverse urban Indian populations in the US. The SF Bay Area is home to 80,000 AI/AN, who represent more than a hundred tribes. There are approximately 54,289 AI/AN alone or in combination with other races in Alameda, Contra Costa and San

Francisco counties, where most of Native American Health Center's (NAHC) clients reside (U.S. Census, 2010). Notably, the AI/AN population of the East Bay (that includes the City of Oakland), is triple that of San Francisco (US Census, 2010).

The urban AI/AN culture of the SF Bay Area is a blend of tribes, cultures, and ethnicities, as can be demonstrated through language usage. English is the dominant language for urban AI/AN, followed closely by Spanish. Many AI/AN also speak their traditional language that includes: Navajo, Blackfoot, Lakota, Muskogee, Apache, Kiowa, and Ojibway. AI/ANs in California show sustained inequities compared to Whites. Table 1 depicts AI/AN socioeconomic status in comparison to Whites.

Table 1. Socioeconomic status of AI/ANs compared to Whites living in California

Socioeconomic Indicator	AI/ANs Population	White Population
Owner Occupied Homes	47%	62.5%
High School Degrees	74%	83.3%
Bachelor's Degrees	15.5%	29.8%
Rate of Unemployment	6.4%	3.6%
Living below poverty line	21.4%	12%
Median Annual Household Earnings	\$38,764	\$51,279

Source: US Census, 2010

These socioeconomic factors contribute to health disparities and co-morbidity in this population. These factors include elevated rates of mental health and substance abuse problems; the highest rates of suicide among young people; child welfare issues including the lowest rates of family reunification; juvenile delinquency; teen pregnancy; sexually transmitted infections; domestic violence and diabetes. Despite the federal trust responsibility of the United States to provide health care to all AI/AN, Urban Indian Health Program (UIHP) funding has remained only 1% of the total Indian Health Service funds (Forquera, 2001).

In 2011, 93% of NAHC's 11,607 clients were below 100% of the Federal Poverty Level. English, Spanish and some Native languages are spoken among our clinic population. Of NAHC's 2011 AI/AN clients, the majority were adults (70% v 26% youth & 4% elders) and female (62% v 39%) with a higher proportion of women as age increased (52% youth, 64% adult, 68% elder).

Due to several of the social conditions mentioned above, the AI/AN community are a cultural group underserved by mainstream services, undercounted by the U.S. Census, and misunderstood because of prevailing stereotypes and misinformation about the extent of their unmet needs. Urban AI/ANs are largely invisible, as evidenced by systematic undercounts or even omissions from institutional data systems. Small population size is often used as

justification to dismiss the high prevalence of mental health disorders and great health disparities.

Some of these disparities can be viewed as symptoms of an over arching problem ground in history. Something Maria Yellow Horse Braveheart calls Historical Trauma, which is defined as a “cumulative, emotional, psychological wounding over the lifespan and across generations, emanating from massive group trauma experiences.” For AI/ANs, trauma is a unique individual experience associated with a traumatic event or enduring conditions, which can involve an actual death or other loss, serious injury, or threat to a child’s well-being, often related to the historical trauma that has accumulated in AI/AN communities through centuries of exposure to racism, warfare, violence, and catastrophic disease (BigFoot, Bonner et al., 2007; BigFoot, Willmon-Haque et al., 2008). Trauma in Indian Country is experienced as: a single event (car accident, rape); prolonged experience (removal from homelands, ongoing sexual abuse); personal events that impact several generations (boarding schools, massacres, forced relocation); violent deaths (homicide, suicide) and multiple victimization (two or more different types of victimization). Historical trauma heavily impacts physical, mental, and economic health of AI/AN communities.

As a form of resilience, the SF Bay Area urban AI/AN have created spaces for intertribal social bonding and sharing cultural activities. These cultural activities take place without the traditional requirement of a geographically-defined center, such as a village or ceremonial area. These urban spaces are hubs of the urban, multi-tribe AI/AN community in which they are found. In these spaces it is not uncommon to see AI/AN representing over two hundred tribes that include blends of the sub-populations formed through shared identities or like behaviors such as those we focus on here: adult and youth MSM, Transgender women, and their male and female sexual and drug-sharing partners.

Sub-population disparity: Mass relocation has created unique identity and acculturation experiences for urban AI/ANs, including increases in inter-tribal and inter-racial marriages and children, isolation from tribal-specific practices and social support, and invisibility to non-Indians (Walters, 1999). This invisibility is apparent in published urban health statistics, where due to racial misclassification, AI/AN individuals may be unreported, omitted or lumped into an ‘other’ category. This invisibility coupled with the perpetual dehumanization and misrepresentation of AI/AN in the media attaches stigma to AI/AN identity.

“At school the other day when I said I was an Indian, a kid in my class said that he thought all Indians were dead.” –Community Youth, 3rd Grade

Relocation to urban areas has also created a broad mix of Native Cultures which is present in urban areas is due to both historic and current pressures on AI/ANs to relocate away from tribal lands. This diversity extends far beyond tribal affiliation. Urban AI/AN identities are complex, with varying levels of tribal identity and cultural connection. One aspect of this complexity is in relation to both sexuality and gender identity. Within the population of Lesbian, Gay, Bisexual, Transgender, and Two Spirit (LGBT2S) AI/ANs, 7% identify as Transgender (TG); half of the remainder identify as Men who have sex with Men (MSM). More commonly the term Two Spirit is used as an umbrella term to capture the multifaceted, fluid gender identities and sexualities found in Urban AI/AN communities. The overarching similarity across tribes is that Two Spirit individuals have historically held revered positions in traditional societies; often healers, leaders,

counselors or name-givers for their tribal communities. The urban AI/AN community, and the services provided by NAHC, represent and reflect the amazing diversity and come together using an integrated, holistic approach based on traditional Native values.

“Traditionally, everybody had a place in the circle. It’s time that we invite our Two Spirit people back into our circle so that we can begin healing as a balanced community.”-
Community Elder

Another important condition is the military enlistment rates for AI/ANs. With triple the enlistment rates of non-natives, AI/ANs return in large numbers from military service to both tribal and urban society. It is estimated that 10 percent of all AIAN today are military veterans. The result is often combat-related psychological problems include sexual dysfunction, aggression, and other interpersonal issues.

Nature of the Problem: AI/AN people have long experienced lower health status when compared with other Americans. Lower life expectancy and the disproportionate disease burden exist perhaps because of inadequate education, disproportionate poverty, discrimination in the delivery of health services and cultural differences. These are broad quality of life issues rooted in economic adversity and poor social conditions. Although AI/ANs make up 1.5% of the U.S. population they account for a disproportionate percentage of chronic diseases and other health and socio-economic disparities. Research on AI/AN populations shows increased costs of treatment for adults with diabetes; higher rates of diabetes and cardiovascular disease (CVD); high rates of co-occurring diabetes and depression among elders; lower quality of life among those with diabetes and hypertension; and elevated rates of numerous co-occurring chronic health conditions, especially around alcohol use (Michaud, McKenna et al., 2006; Tann, Yabiku et al., 2007; Sahota, Knowler et al., 2008; Jiang, Beals et al., 2009; Bell, Andrews et al., 2010; Calhoun, Beals et al., 2010; Goins and Pilkerton, 2010; Kritharides, Brown et al., 2010; O'Connell, Yi et al., 2010; O'Connell, Wilson et al., 2012). Nationally, AIANs die at higher rates from tuberculosis (500% higher); alcoholism (514% higher); diabetes (177% higher); unintentional injuries (140% higher); homicide (92% higher) and suicide (82% higher)(IHS, 2011).

“Sometimes just being an Indian means you are unhealthy.”-Community Elder

The 2008 Surgeon General reported increased risk among AI/ANs for depression and substance abuse in the US. Furthermore, AI/ANs are overrepresented among high-need populations for mental health services. The report states elevated rates of homelessness (8% versus 2%); substance abuse (70% versus 11-32%) and incarceration of 1 in every 25 adults in the criminal justice system among AI/ANs (USDHHS, 2008). Depression is the most serious emerging mental health disorder in the AIAN population. One of the more troubling indicators of the toll depression takes is reflected in suicide rates, which continue to escalate at 190% of the general population rate. The highest suicide rate is found in 15-34 year olds and is the second leading cause of death for 15-25 year old AI/AN (ARQH, 2004). AI/AN populations also have higher rates of PTSD (22% compared with 8%), due to rates of violent victimization that are twice the national average and also have disproportionately high rates among of PTSD among veterans (USDHHS, 2008).

Substance abuse is serious problem among AI/AN populations and it often goes hand-in-hand with untreated mental health disorders and other risky behaviors. National data show the serious impact of substance use and its consequences among AI/ANs, with higher rates of use, greater frequency and intensity of use, earlier first use, and much higher alcohol-related mortality than other racial groups (UCCCR, 2004; SAMHSA, 2006; Szlemko, Wood et al., 2006; SAMHSA, 2007; CDC, 2008). State of California alcohol and drug data mirrors national trends; AI/AN adults, youth and pregnant women show more intense and frequent alcohol use than non-AI/AN (Wright, Nebelkopf et al., 2007). Of the 11,607 clients NAHC saw in 2011, over 22% (2,607) were AI/AN and over 38% of AI/AN had co-occurring health issues; see Table 2.

Table 2. NAHC Client Visits/ Conditions, 2011

Condition	Number of Clients	Prevalence
Total Clients	11,607	
AI/AN Clients	2,607	100.0%
One Chronic Condition	999	38.3%
Two Chronic Conditions	760	29.1%
Overweight/Obese	477	18.3%
Active Diabetes	88	3.4%
Cardiovascular Disease	260	10.0%
Asthma	284	10.9%
Hospitalization/ ER	33	1.3%
Brief MH Visit (3-mo data)	101	3.9%
Depression	128	4.9%
Substance Abuse	389	14.8%
Mental Illness with Substance Abuse	106	4.1%

Source: NAHC, 2011

Service Gaps: Notably, NAHC serves both the Bay Area urban AI/AN population, as well as other underserved local populations. NAHC is located in the Fruitvale District of Alameda County in Oakland, California. The Fruitvale District has disproportionately lower socioeconomic status in comparison to the rest of Alameda County. 42% of residents learn less than \$30,000 annually compared to 28% for the rest of the County. 34% of residents participate in either the CalWORKS or MediCal programs compared to 9.4% of the rest of the County. Furthermore, mental health disorders, including substance abuse, was the leading cause of hospitalization and 5th leading cause of death for Whites in the District; and 3rd leading cause of hospitalization for African Americans. Notably, 31% of Fruitvale District residents are Spanish-Speaking (Alameda County Public Health Department, 2011).

Limited data are available on health statistics in the urban AI/AN populations we serve. While the majority of Native people today live in urban areas, they remain largely invisible in mainstream datasets Based on NAHC's direct daily experience as the primary provider of choice to underinsured AI/AN population, the following areas have been identified as service gaps that iNative will strengthen.

- Care coordination and treatment services provided directly to behavioral health clients.
- Greater aftercare and transitional support.
- Clients managed through integrated cross-discipline case management.

- Electronic health records to improve overall integration, data tracking, referral, and follow up.
- Greater access to treatment, counseling, and support services.
- Peer-to-peer support system.

Section B: Proposed Evidence-Based Service/Practice

Project Goals: iNative will provide expanded access to substance abuse treatment for underserved AI/AN and other local urban underserved populations. Services will be provided to those with socioeconomic and/or psychosocial issue, including challenging living conditions, financial situations, and family responsibilities. The program will utilize health technology: messaging, electronic health records, web-based patient portals, telemedicine, and social media as essential components in the development of innovative substance abuse programming for those with limited access.

The goals of iNative are as follows:

1. Enhance and strengthen NAHC's current substance abuse treatment, recovery, and support services infrastructure through integration of technology.
2. Increase patient engagement and individual empowerment surrounding health literacy and substance abuse recovery (partially through the integration of cultural tools).
3. Improve upon web-based substance abuse treatment provision models among health service providers.
4. Enhance NAHC's electronic health record (EHR) implementation by expanding web-based portals for patient record.

Specific program objectives include:

1. Provide wrap-around substance abuse services (30/yr) that include an emphasis on the integration of cultural practices and approaches.
2. Implement web-based substance abuse treatment, recovery, and support services through:
 - On-line peer-to-peer support groups provided through social media tools for substance abuse and after-care. Elements include:
 - Formalize role of peer supports through a peer-to-peer training program (5/yr)
 - Develop and expand volunteer peer-to-peer recovery/support groups (100/yr).
 - Integrate cultural practices surrounding individual empowerment.
 - Expand agency capacity to provide tele-health and tele-psychiatry services. Elements include:
 - Collaboration between NAHC, Friendship House, and UC Davis to provide tele-psychiatry services.
 - Implement web-based interactive portal for patient health records
 - Implement electronic text messaging for patient appointment reminders.
 - Integrate Peer Support Specialists into NAHC's care coordination team.
 - Develop and implement strengths-based care coordination services and integrated care plans.

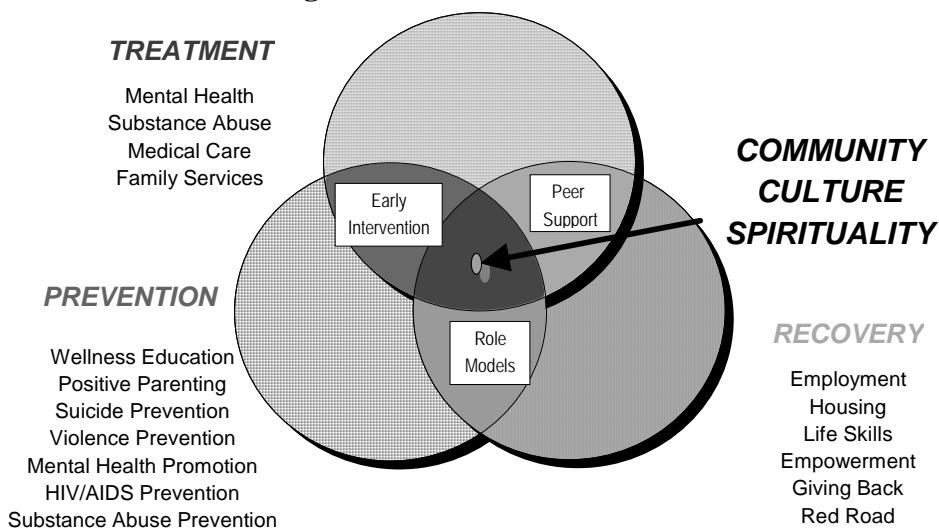
These program objectives will result in the following outcomes that relate to the goals and objectives of this RFA:

- Increase in patient ability to monitor and track individual health status.
- Increased patient access to substance abuse and mental health treatment, recovery, and support services.
- Increased patient and provider access to case management information.
- Increased collaboration between health care providers and services.

Evidence Based Practice: iNative will use the Holistic System of Care for Native Americans in an Urban Environment (HSOC), which includes linkages to Native American cultural practices, integrated care, and social media. NAHC in collaboration with the Friendship House Association of American Indians; a local AI/AN prevention, treatment, and recovery service center; developed a Holistic System of Care for Native Americans in an Urban Environment (HSOC). HSOC is a community-focused intervention that provides behavioral health care, promotes health, and prevents disease. HSOC integrates mental health, substance abuse, medical care, and HIV/AIDS services. This integrated approach is based on a community strategic planning process (1998-2001) that honors AI/AN culture and relationships (Nebelkopf & King, 2003); (Nebelkopf & King, 2004; Nebelkopf & Penagos, 2005); (Wright, Nebelkopf et al., 2011).

In the HSOC mental illness, substance abuse, homelessness, poverty, crime, physical illness, and violence are symptoms of historical trauma, family dysfunction, and spiritual imbalance. When individuals, families, and societies are out of balance, problems are identified depending upon the social institutions—school, criminal justice, health care, mental health, welfare, and housing systems—that have come into contact with the “identified client.” Figure 1 shows HSOC’s Holistic Model.

Figure 1. The Holistic Model



Source: NAHC, 2011

The HSOC approach deals with the whole person and emphasizes self-help, empowerment, and building a healthy community. This model links treatment, prevention, and recovery. Treatment includes mental health, substance abuse, medical care, family services, and traditional AI/AN medicine. Prevention includes wellness education, HIV/AIDS prevention, substance abuse prevention, mental health promotion and positive parenting training. Recovery includes employment, housing and giving back to the community. The link between prevention and treatment is early intervention. Peer support is the link between treatment and recovery. Recovering individuals serve as role models for peer support and link recovery to prevention. Culture and spirituality build a strong and resilient foundation for recovery (Wright, Nebelkopf et al., 2011). HSOC is an institution-focused intervention as opposed to a problem-focused intervention (Gone & Alacantra, 2005).

The HOSC has generated selective interventions to reduce substance abuse among adult AI/AN women, men, reentry, and homeless populations; reduce substance abuse among AI/AN adolescents; reduce HIV/AIDS high-risk behavior among AI/AN men, women, and adolescents; and increase social connectedness and quality of life for AI/AN adults with HIV/AIDS and mental illness.

The HSOC has been identified as a best practice in health promotion and disease prevention for urban Indians at high-risk of HIV/AIDS by the Indian Health Service in 2007. In 2008, the California Department of Mental Health lists HSOC as a Best Practice in dealing with Trauma-Exposed Individuals. The holistic model was chosen in 2009 by the National Consortium of Urban Indian Health Programs for inclusion in the Compendium of Best Practices for Indigenous American Indian/Alaska Native and Pacific Island Populations (Echo Hawk. 2011). This Compendium has been compiled by the First Nations Behavioral Health Association in conjunction with the Pacific Substance Abuse and Mental Health Collaborating Council.

Disparities in subpopulations: The urban AI/AN community is inherently diverse representing several tribes and languages. This urban culture is a blend of tribes, cultures, and ethnicities, as demonstrated through language. NAHC has a long history of serving this community. The HSOC links the clients' individual needs for substance abuse, medical, mental health, and family services with community events based on AI/AN culture and spirituality. While English is a second language for many AI/AN, it is the dominant language, followed closely by Spanish. The HSOC is the most relevant treatment model for the community in the SF Bay Area, where this practice has a good track record given the paucity of well-documented evidence-based practices developed by, and for AI/ANs. The essence of these practices is flexibility, therefore, implementation will retain fidelity. These practices are designed for AI/ANs, many of whom live in multi-ethnic families. Practices will be implemented with sensitivity towards the distinct needs of youth, men and women, and will be implemented in Spanish for Spanish-speaking families, and tailored to include the needs of all family members, regardless of age, sexual orientation, disability, and literacy.

EBP Modifications: HSOC includes strong care coordination as a central hub to integration of behavioral health with primary medical care. The HSOC as currently practiced will be modified to include the use of technology to enhance the model. Each of the additions will enrich the HSOC model as it is currently used.

- Direct behavioral health treatment: mental health and substance abuse counseling, brief intervention therapy, counselor of the day crisis intervention, warm hand-offs, co-located services and integrated panel management and care coordination. This element will be modified to include tele-health as a direct behavioral health treatment.
- Community services: HIV prevention, family health & wellness, community events. This element will be modified to include on-line, peer-to-peer counseling, and social media health and wellness support.
- Culturally-based services: talking circles, ceremony, sweat lodge, traditional counseling, beading/drumming/quilting/regalia-making/dance class. This element will be modified to include on-line, peer-to-peer, and social media health and wellness support.
- Care coordination: wrap-around service provision; linkages to more intensive or supportive services; increased communications amongst providers; support with tribal enrollment and researching indigenous roots and housing support. This element will be modified to include electronic text messaging reminders for patient appointments and interactive patient records portal. These additions will enhance current care coordination.
- Social media: an integrated, user friendly website with the ability to make on-line appointments and e-mail service providers; marketing of improved services through creation of short films that target urban AI/AN community; culturally-adapted digital storytelling to promote digitized peer mentorship and Facebook promotion to over 15,000 friends and subscribers. This element will be expanded to include recovery and support services through the creation of peer led social media recovery support groups.

Section C: Proposed Implementation Approach

HIT Support: Since NAHC currently participates in a Community Health Clinic Network (CHCN) in Alameda County that has implemented the NextGen Electronic Health Record system; several of SAMHSA's HIT initiatives are currently utilized and supported. The current EHR system result in the following outcomes which are in alignment with SAMHSA's Strategic Initiative #6:

1. An increase in access to health information technology: iNative has identified that the following program objectives will result in an increase in access to health information technology:
 - Web-based interactive portal for patient health records.
 - On-line, social media, and peer-to-peer support groups including after-care.
 - Tele-health.
 - Electronic text messaging for patient appointment reminders.

The above mentioned objectives will also result in:

- Improvement in the overall quality of health care provided.
- An increase in administrative efficiency including the inclusion of privacy and confidentiality.
- Integration of behavioral health care including prevention (particularly through the use of social media and peer to peer support groups).
- Expansion in substance abuse and mental health services provided.
- Inclusion of data standards and performance management including capacity for data sharing and analysis among service providers.

2. *Support for EHR training and use:* NAHC has a contract with NextGen, a certified Practice Management and Electronic Health Records system. NAHC went live with NextGen's Practice Management system on March 27, 2012 and is the planning process to implement their Electronic Health Record system in March of 2013. NAHC has contracted directly with NextGen and is working with the CHCN consortium of community health clinics to develop a structured system to manage client-level, clinical information. NAHC's has developed an implementation plan to revisit clinical processes to prepare for NextGen go-live.

NAHC is planning on implementing EHR through a staged approach, beginning with behavioral health and following with other specialties. NAHC aims to achieve Meaningful Use Standards by the end of the first contract year as described here:

- **Submission of prescriptions electronically:** NAHC will implement electronic prescriptions in March of 2013 and by June of 2013 100% will be electronic.
- **Receive structured lab results electronically:** NAHC already receives all lab results electronically. Lab results will be programmed to be communicated to clients by phone via NextGen's appointment reminder system.
- **Share a standard continuity of care record between behavioral health providers and physical health providers:** NAHC is deciding how information will be shared between providers to establish a shared continuity of care record. This process will be determined well before the March 2013 EHR implementation.
- **Participate in the regional extension center program:** NAHC is already signed up with the Community Health Center Network (CHCN), a local extension center of CalHIPSO, the local regional extension center.

Experience with technology: NAHC currently integrates technology through the use of the EHR. NAHC has a contract with NextGen, a certified Practice Management and Electronic Health Records system. NAHC went live with NextGen's Practice Management system on March 27, 2012 and is the planning process to implement their Electronic Health Record system in March of 2013. NAHC has contracted directly with NextGen and is working with the CHCN consortium of community health clinics to develop a structured system to manage client-level, clinical information. NAHC's has developed an implementation plan to revisit clinical processes to prepare for NextGen go-live. As mentioned above, NAHC is planning on implementing EHR through a staged approach, beginning with behavioral health and following with other specialties.

EHR implementation will allow for much improved assessment of NAHC's service delivery and care coordination. NAHC will use wireless client technology in improving care coordination, management of care, and client adherence to recommendations. Information will be monitored by our EHR Project Manager, who has a deep understanding of the currently disparate and soon to be integrated systems. She will provide regular reports on outcomes and standards of care. In addition, NAHC's recently hired Chief Medical Officer is committed to overseeing the and understanding the improvements in service delivery and care coordination.

Secondly, NAHC is widely involved in outreach through the use of Social Media tools in order to assist with our health care objectives of enhanced coordination of treatment and recovery

services. NAHC's CWD has a heavy social presence on Facebook, YouTube, and Twitter by provides a platform for discussion, as well as information on community events, videos and pictures from past events, educational updates, blogs, podcasts, and connecting community members to one another and the Center itself. Social Media objectives will be expanded to involve peer guided support groups which is a direct response to the community initiated efforts to develop specialized groups through NAHC's Facebook page. It will allow NAHC to leverage our current social media network while creating a structure for online recovery circles to be led by staff Peer Specialists. Lastly, infrastructural development of the introduction of web-based portals for patient records, electronic text messaging reminders, and tele-medicine have had preliminary analysis of their feasibility, feature comparison, and cost.

NAHC has thoroughly examined the infrastructural and organizational changes required of continual health care improvements through technology. Responses to the challenges of health care reform include the development of an Executive Leadership Team (ELT) comprised of CEO, COO, CHO, CFO, and other key leadership staff. The development of an ELT will ensure that agency goals and objectives are met. The development of an ELT will enhance the efficiency of NAHC and support integration towards joint goal setting.

Organizational Factors: Organizational factors will be addressed through the identification of key staff. Expert staffs have been identified to focus on EHR implementation. Backfill staffs have been hired to replace the day-to-day operational roles of expert staffs. Expert staffs will focus on redesign of workflows, assessing scope and ability of practice, and redesigning day-to-day operations of practice. NAHC's Behavioral Health Director will also focus on the day-to-day operations of the practice and workflow design in order to ensure that organizational capacity and efficiency are met.

NAHC is in the process of redesigning all clinical processes in the agency as part of the implementation of electronic health records. Existing workflows have been mapped and are being evaluated for effectiveness. NAHC will work to determine process changes that will improve the effectiveness, efficiency, and collaboration of all clinical systems and workflows. Key staffs in each program area are currently creating straw cases for proposed redesigned workflows, which will be reviewed and vetted by program-specific, cross-disciplinary clinical implementation teams. Once reviewed and revised, this process will be designed into the NextGen workflow and tested during pilot implementation. The overall goal of is to provide successfully managing integrated and coordinated care.

Provider Training: Training workshops and protocol have been developed which focus on varying levels of IT dexterity within our staff. This includes needs assessments and one-on-one training. Training and competence includes the following:

- Staff involvement in determining needed skills.
- Utilizing staff knowledge as a training resource.
- Incorporation of common problems and issues that may occur.
- A safe and supportive learning environment.

Relationship Factors: NAHC providers identify individualized strengths, resources, and needs through a client-centered plan which incorporates health promotion, wellness, family, and

individual support Plans are driven by the client voices and choices and are community-based, culturally competent, individualized, strengths-based, and outcome-based. Plan of Care templates have been developed and will be adapted and utilized for planning services to address the needs of the whole person and family. Templates include all clinical and non-clinical health-care related needs and services including technology literacy and access. Non-clinical items will include recovery, housing, vocational support, social services, community events and cultural groups. Care plans will be reviewed quarterly by staff in order to map progress and make any needed adjustments as a peer reviewed quality improvement mechanism. Additionally, Peer Support Specialists will be trained by Substance Abuse Counselors in order to integrate client needs within our health services.

Technical Factors: NAHC participates in a Community Health Clinic Network (CHCN) in Alameda County, which has chosen the University of Washington Advanced Integrated Mental Health Solutions (AIMS) Center model of service delivery in conjunction with the implementation of NextGen Electronic Health Records. AIMS has developed a set of client-centered Integrated Behavioral Health Care Principles & Tasks that was created in consultation with a group of national experts of integrated behavioral health care with support from the John A. Hartford Foundation; the Robert Wood Johnson Foundation; Agency for Healthcare Research and Quality and California HealthCare Foundation. These core principles of effective integrated behavioral health care include a client-centered care team that provides evidence-based treatments for a defined population of clients using a measurement-based, treat-to-target approach. This approach is sufficiently adaptable to provide the level of care needed for each client in order to meet their needs right where they are, yet based on evidence-based practices to ensure successful outcomes:

- **Patient-centered Care:** Primary care and behavioral health providers collaborate effectively using shared care plans.
- **Population-based Care/Panel Management:** Care team shares a defined group of clients tracked in a registry. Practices track and reach out to clients who are not improving and mental health specialists provide caseload-focused consultation, not just ad-hoc advice.
- **Measurement-based Treatment to Target:** Each client's care plan clearly articulates personal goals and clinical outcomes that are routinely measured. Treatments are adjusted if clients are not meeting or exceeding benchmarks.
- **Evidence-based Care:** Clients are offered treatments for which there is credible research and evidence to support efficacy in treating the target condition.
- **Accountable Care:** Providers are held accountable and reimbursed for quality care and outcomes.

NAHC's new Chief Health Officer (CHO) will lead integration efforts in collaboration with the Chief Operating Officer (COO) and Director of the Community Health. Our CHO has expertise in both physical medicine and psychiatric care that lays the foundation for increased care coordination and comprehensive case management within NAHC. iNative will enhance NAHC's capacity by increasing collaboration within NAHC among Behavioral Health and Substance Abuse providers. This includes monthly interdisciplinary case conferences with a psychiatric consultant where solutions to challenges can be created collectively. High quality care coordination including case management interventions will increase the likelihood of client

follow-through with appointments and provider recommendations and progress towards positive health outcomes. NAHC will also develop care teams who will be assigned a specific client; team meetings will be arranged and facilitated by the Care Coordinators.

Additionally, NAHC's EHR Program Manager works with 3 other staffs to support technology implementation, maintenance, and system operations. NAHC also has 4 full time IT staff members, which will aid in the facilitation and maintenance of iNative's technological objectives.

Financial Factors: NAHC has developed an agency-wide strategy that supports costs associated with project implementation and maintenance. This is a multi-pronged strategy that includes the following:

- 5% of all NAHC grant revenue goes directly to the support of EHR implementation and maintenance;
- Acquisition of grants that directly support components or the entirety of EHR implementation;
- Partnership with the Community Health Clinic Network (CHCN) allowing for greater purchasing power through partnership with 8 other Alameda County clinics. Through CHCN NAHC is able to leverage greater support and purchasing power for EHR related costs and support services. This included the initial purchasing of the NextGen system but also includes technical consultant, programming, integration, and other types of support through direct grant and combined clinic funding to CHCN and will continue well past system implementation.
- IT support is an additional cost that comes from agency overheads and all revenue.

Effective Consent: Consent to participate in services is obtained upon enrollment in services. NAHC has modified consent procedures to ensure that it is updated to reflect changes in health care and integration of practices as we move towards Patient Centered Health Home. Consent is taken on an annual basis and is tracked through NextGen, the agency's electronic health record software. Consent conforms to special conditions dictated by State law and 42 CFR part 2. In accordance to 42 CFR part 2 NAHC has procedures surrounding the following topics which are applicable to this RFA:

- Patient desires to give and revoke consent.
- Transfer of patient information among treatment providers, billing, and program management for quality improvement purposes.
- Release of patient information in case of emergency.

Goals Achievement: Implementation of iNative will result in the following program objectives:

- Increase in patient ability to monitor and track individual health status.
- Increased patient access to substance abuse and mental health treatment, recovery, and support services.
- Increased patient and provider access to case management information.
- Increased collaboration between health care providers and services.

Achievement of these objectives will result in an overall increase in health care access, availability, prevention, outreach, and treatment, and support. Additionally, iNative will initiate individual, program, and systems level changes. Individual changes will include an increase in patient access to health care treatment and support services and an increase in substance abuse abstinence. Community level outcomes will include: a date-driven needs assessment and plan surrounding treatment service enhancement, increase in social connectedness, and an increase in peer-to-peer counseling. Program level changes will be evident in an increased ability to provide treatment and support services as well as an increase in care coordination. Systems level changes will be evident through the development of an integrated system of health care for our target population.

Co-occurring mental and substance use disorders: The ability to screen, assess, treat, and support clients for the presence of co-occurring mental and substance abuse use disorders is inherent within NAHC's EBP focus on holistic care and inclusion of cultural practices. AI/AN cultural practices have been increasingly used in effective delivery of services for AI/ANs (Buchwald, Beals, & Manson, 2000; Garrouette, Goldberg, Beals, Herrell, & Manson, 2003; Stiffman et al., 2006; Stone, Whitbeck, Chen, Johnson, & Olson, 2006; K. L. Walters, Simoni, & Evans-Campbell, 2002). The holistic approach deals with the whole person. The emphasis is on self-help, empowerment, and building a healthy community. The holistic model links treatment, prevention, and recovery. Peer support is the link between treatment and recovery. Recovering individuals serve as role models linking recovery to prevention. Culture and spirituality build a strong and resilient foundation for recovery. Therefore, NAHC overall health goals incorporate the ability to identify and treat multiple health issues.

Identify, Recruit, Retain Population: NAHC conducts community outreach using a variety of techniques. Community-based outreach is conducted in a range of local settings to access and engage high-risk substance abuse users. Currently, the CWD outreach staff has been working with community informants to map the streets and homeless camps complete with sub-population identities and documenting disorders and risk behaviors of each group. With the support of a graduate student intern, they are in the process of entering this information into a database that is connected to a GIS mapping system to help them create maps and tools to inform the agency and community partners on how to engage the target population in services, provide treatment information, education, and assistance with daily living.

“Two people I never thought would get help are now getting health care at NAHC and entered into treatment at Friendship House just because I visited them every week where they lived under that bridge.” –Laura Cedillo (HIV services staff)

Outreach is also done at NAHC's medical and dental departments, pow-wows, health fairs and other community gatherings and events. Those who express interest in obtaining treatment are assisted in accessing available services. For clients who indicate they are not ready for substance abuse treatment, education and resources are provided to help minimize the harmful effects of substance use. NAHC works in coordination with Friendship House Association of American Indians, an eighty bed in patient substance use treatment facility, to conduct community outreach and trust building.

Lastly, NAHC utilizes social media tools such as Facebook, YouTube, and Twitter to expand our current outreach techniques. Our CWD utilized social media to connect community members and provide information on events. NAHC's social media reach is expansive through Facebook alone, there is an audience of over fifteen thousand Friends and subscribers. Some community members have referred to the NAHC Facebook page as the "**Digital Rez**," meaning that it has become a place where AI/AN connect through technology and share Native Pride.

Increased communication options, care coordination and relationship building is the key to retaining this population in services. In the 2010 HIV Prevention Plan it was noted that even homeless populations in San Francisco have cell phones. The improvements in the text message reminder system will improve return visits, while the support with care coordination, warm hand offs and the relationships established through case management will greatly strengthen retention.

"I love my case manager, she is like my Auntie! It was because of her I stayed straight and now I am going to school to become a case manager like her."-Community Member

Implementation Timeline: The following Table depicts iNative's implementation timeline.

Table 3. iNative Proposed Implementation Timeline

Implementation	Staff	0-2 Mo	2-4 Mo	4-6 Mo	6 Mo – 1 Yr	1–2 Yrs	2-3 Yrs
Staff Training	All						
Organizational planning for technological enhancements	PD, E						
Operational Restructuring	PD, E						
Increase technological capacity	PD, E						
Identify and build interactive web portal	PD, E						
Enhance and develop use of appropriate cultural elements	PD						
Work with collaborators to ensure proper implementation	PD						
Begin development for patient training, education, and outreach	PD, PSS						
Identify community members to become digital mentors	PD, PSS						
Facilitate Digital Storytelling workshop with mentors	PD, PSS						
Begin development for peer-to-peer support groups	PSS						
Implement peer-to-peer support groups							
Enhance current social media tools/strategies	PD						
Patient training, education, and outreach	PSS						
Launch electronic text messaging	PD, E						
Launch tele-health services	PD, E						
Project evaluation and data analysis	E						
Project assessment by patients	E						
Evaluatory Progress Reports	E						

PD=Project Director; PSS=Peer Support Specialist; E=Evaluator

Client input: NAHC conducted a survey of clients in the past year to learn about priorities in service and experiences around care at the health center. Key lessons from this survey included the desire for improved access to appointments, including ability to connect via telephone and through text messaging, increased support with system navigation which will be addressed through increased care coordination, improved patient communication and education.

NAHC also routinely incorporates program satisfaction and needs assessment surveys to our patients. Needs assessments include program improvement, strengths weaknesses, staffing, cultural incorporation and perspective, support, and empowerment. Once services are implemented, satisfaction surveys will be conducted at regular intervals in order to garner feedback and specific suggestions for changes to service delivery. The CWD also has Community Advisory Council in place, which is an excellent forum to have in depth discussion on what is working, and what requires adjustments. iNative will also incorporate feedback from peer counselors in order to determine efficient and effective service delivery.

Collaboration: NAHC operates through in collaboration with other agencies to provide services. This collaborative network is existing and ongoing and functions to support the work of NAHC and will feed into iNative. Letters of support and collaboration are included in Attachment 1. All of these collaborations include an intersection with the Holistic System of Care and substance abuse issues that are important when working with families, mental health, integration, care coordination, medical, and HIV. The California Department of Alcohol and Drug Program supports NAHC's Holistic System of Care and has a contract with NAHC to provide training and technical assistance to Native-serving agencies throughout the State. The California Department of Mental Health provides support to NAHC and partners to address mental health disparities for Native people throughout the state. In Alameda County NAHC partners with Behavioral Health Care Services, Health Care Services, Medical Center to provide coordinated services to the community. The Community Health Center Network in Alameda County provides support in numerous aspects of clinic management, planning and operations, and is a partnership of 8 community clinics that work together to identify resources, prepare for upcoming changes with health care reform, purchase electronic health record programs and supports, and develop integration plans. In Alameda, NAHC is also part of the Bay Area Indian Child Welfare Collaborative – a group of local agencies aligned to address issues that affect Native families in the Bay Area. In San Francisco, NAHC partners with the San Francisco Department of Public Health, San Francisco Community Clinic Consortium, San Francisco Unified School System, San Francisco Probation Department, Friendship House Association of American Indians and the Department of Veterans Affairs. NAHC is also part of the Urban Trails San Francisco collaborative that comes together to address issues that affect Native families in San Francisco. NAHC is also engaging various partners to develop tele-health and tele-psychiatry services including and exploratory approach with University of California, Davis.

Number Served: iNative proposes to serve the following unduplicated number of clients per year:

Figure 2. iNative Logic Model

Target Population	Project Objectives	Program Components	Program Outcomes
<p>1. AI/AN Bay Area Urban adult population with substance abuse and mental health needs.</p> <p>2. AI/AN Bay Area Urban adult population at risk for substance abuse and mental health needs.</p> <ul style="list-style-type: none"> • Serve 30 patients annually; 90 patients over 3 years • 65%/33%/2% Male/Female/Trans • 20% Two-Spirit; 80% Not • 60% AI/AN • 25% Latino • 10% African American • 5% Mixed Race 	<p>1. Implement web-based interactive portal for patient health records.</p> <p>2. Implement web-based treatment, recovery, and support services through:</p> <ul style="list-style-type: none"> • Tele-Health. • On-line, Social Media, and peer-to-peer support groups for substance abuse and after-care. • Electronic text messaging for patients. 	<p>1. Outreach/ Recruitment through use of social media and web-based support groups. (100 served annually, 300 over 3 years).</p> <p>2. Treatment/ Counseling Services through Tele-Health.</p> <p>3. Prevention/ Recovery/ Support Services through use of web-based peer-to-peer substance abuse and after-care groups. (5 served annually, 15 over 3 years).</p> <p>4. Integration of Cultural Practices surrounding individual empowerment through peer-to-peer counseling web-based patient health records, and electronic messaging.</p> <p>5. Collaboration between Friendship house and UC Davis to provide sustainable treatment and recovery services.</p> <p>6. Development and expansion of volunteer peer-to-peer recovery/support groups.</p>	<p>1. Increase in patient ability to monitor and track individual health status.</p> <p>2. Increased patient access to substance abuse and mental health treatment, recovery, and support services.</p> <p>3. Increased patient and provider access to case management information.</p> <p>4. Increased collaboration between health care providers and services.</p>
Project Goals			
<ol style="list-style-type: none"> 1. Enhance and strengthen NAHC's current health treatment, recovery, and support services infrastructure through integration of technology. 2. Increased patient engagement and individual empowerment surrounding health literacy and recovery. 3. Improvement in web-based treatment provision models among AI/AN health service providers. 			

Per Unit Program Cost: iNative will target 650 cumulative unduplicated clients over three years. NAHC is requesting \$280,000 annually for a total of \$840,000 over three years. 80% of this will go to providing direct services, less 20% for data, equals \$672,000. This figure divided by 650 yields a unit cost of \$1,033.85. This is a reasonable cost given the level of service provided and the time period that it is provided, and lastly that it is an average based on a general target number. NAHC is also dedicated to ensuring services are billable and sustainable through third-party payer sources.

iNative proposes to serve the following numbers of clients each year:

Table 4. iNative Proposed Number of Clients Served

Unduplicated Clients	300	300	300
Direct Services	90	90	90
On-line Services	300	300	300
Race	180 AI/AN	180 AI/AN	180 AI/AN
Gender	45%/55%/1% Male/Female/Trans	45%/55%/1% Male/Female/Trans	45%/55%/1% Male/Female/Trans
Cumulative Clients	300	450	650

Section D: Staff and Organizational Experience

Experience: The mission of the Native American Health Center (NAHC) is to assist American Indians and Alaska Natives to improve and maintain their physical, mental, emotional, social, and spiritual well being with respect for cultural traditions, and to advocate for the needs of all Indian people, especially the most vulnerable members of our community. The NAHC has a long history of being a primary point of contact with AI/AN, who return again and again for culturally competent services. NAHC serves over 11,000 unduplicated medical and dental clients annually providing over 37,000 visits. NAHC will work with another long-standing Native-serving agency, the Friendship House Association of American Indians, to provide community services.

NAHC is a community-based organization rooted in urban AIAN culture. The agency has a Board of Directors that consists of AIANs who represent a variety of tribal and professional affiliations and is currently managed and staffed by diverse individuals, many of AIAN ancestry that represent the broad range of experience and diversity that exists among urban AIAN populations today. NAHC has a credible and long standing history with the range of clientele that come in for services and is sensitive to the diversity of this community in a way that other mainstream and public agencies are not. NAHC has mental health and substance abuse programs in Oakland and San Francisco. NAHC operates under the leadership of Martin Waukazoo, who has brought visionary direction and sustainability to the agency in his 30-year tenure as CEO. Under his leadership since 1983, NAHC has been recognized by the Indian Health Service as an Outstanding Urban Indian Health Program. In 2004 Martin Waukazoo received a Certificate of Special Congressional Recognition for his work as an advocate for urban Indians, and a Certificate of Honor from the San Francisco Board of Supervisors.

The Community Wellness Department (CWD) – formerly called the Family & Child Guidance Clinic – of NAHC provides outpatient mental health and substance abuse prevention and treatment services, certified outpatient substance abuse services, youth services programs, traditional AIAN cultural programs, and Native American holistic wellness and prevention centers at 3 locations throughout the SF Bay Area for youth and adults. The Community Wellness Department is managed under the leadership of Serena Wright, MPH. Her public health background brings expertise in addressing social problems from a broad-based systems approach. She has successfully written numerous federal grants that were funded based on the Holistic System of Care while working for NAHC during the past 5 years and authored articles exploring the role of indigenous-based thought and evidence in addressing healing in the AIAN community. The Director of Community Wellness will work closely with the NAHC Chief Health Officer, Dr. Linda Aranaydo, and the Chief Operating Officer, Ana O'Connor, to implement coordinated medical and behavioral health services that are operationally supported.

CWD has 50 staff, 37 interns and a \$6.5 million annual operating budget with 17 separate contracts from CMHS, CSAP, CSAT, Administration for Native Americans, State of California Department of Alcohol and Drugs, State of California, Alameda County, Contra Costa County, City & County of San Francisco, Indian Health Service, City of Oakland, and California Department of Social Services. A list of current or recently funded SAMHSA projects is in Table 5 below. NAHC served 11,265 clients in 2011; 2,607 (23%) were AIAN. In 2011, CWD served 1,177 unduplicated clients (81% AIAN) and generated a total of 12,343 client visits for many programs including: individual therapy, family therapy, group therapy, case management, positive Indian parenting, talking circles, and cultural events. Diagnoses include major depressive disorder, PTSD, substance abuse, and adjustment disorder. Clients were 70% adult and 30% youth. Of all clients, 10% were ages 11 and under; 20% were 12-22.

Table 5. Current and Recent Federal Projects Managed by NAHC

Project Title	Funding Source	Annual Budget	Ending Date	Service and Target Population
Sweetgrass	CMHS	\$400,000	2016	Integration of Primary Care into the Behavioral Health setting
Ekwahness	CSAT	\$480,000	2017	Treatment Capacity Expansion, Substance Abuse Treatment, HIV, and Hepatitis C Testing and Care Coordination
Urban Native Center for Life Empowerment II	CMHS	\$400,000	2016	Provide trauma-informed mental health services for AIAN youth using culturally adapted models
Native Youth Wellness	CSAP	\$480,000	2014	Suicide Prevention, Intervention, and Postvention services for AIAN youth
Strong Families	ANA	\$554,000	2016	Urban Tribal Home Visiting Program
Red Vision	CSAP	\$600,000	2012	Statewide AIAN Substance Abuse & Mental Health Prevention
2 Spirits	CSAP	\$300,000	2015	HIV & Substance Abuse Prevention Services for Native American LGBT and other high risk populations
Urban Trails SF	CMHS	\$1,275,000	2015	Provide wraparound system of care services to AIAN youth
Urban Native Center for Life Empowerment	CMHS	\$400,000	2012	Provide trauma-informed mental health services for AIAN youth using culturally adapted models
Native Women's Circle	CSAT	\$450,000	2013	Substance Abuse Treatment and HIV Services for AIAN women
Native Families	CSAT	\$250,000	2011	Mental Health & Substance Abuse Treatment for AIAN and their families
One With All	CSAP	\$1,400,000	2011	Substance Abuse Strategic Prevention Framework for northern CA urban AIAN
Native Voices	CSAP	\$250,000	2010	HIV/Hepatitis prevention among Native youth
Shake the Feathers	Office of Minority Health	\$200,000	2009	HIV prevention among AIAN Two-Spirits & LGBTQ2-S
Urban Trails	CMHS	\$999,000	2009	Implement system of care for AIAN SED children and their family
Circle of Healing	CDC	\$400,000	2009	HIV Services, Rapid Testing, Prevention, Case Management among AIAN
Native Women	CSAT	\$500,000	2008	Substance Abuse Treatment and HIV Services for AIAN women
Native Men	CSAT	\$500,000	2008	Substance Abuse Treatment for AIAN Men
Holistic Native Network	HRSA (SPNS)	\$250,000	2007	Study of coordinated HIV, medical, dental, mental health, substance abuse services for AIANs
Native Circle	CMHS	\$450,000	2006	Mental Health HIV Service Collaboration for AIAN with mental illness and AIDS
Native Youth Circle	CSAT	\$499,600	2006	Substance abuse and HIV services for high-risk AIAN youth.
SF Bay Area Red Road	CSAT	\$484,482	2004	Strengthening substance abuse services by developing a web-based MIS system.
All My Relations	CMHS	\$275,000	2003	Strategic planning to meet unmet AIAN MH needs
Circles of Care	CMHS	\$330,000	2002	Planning grant to develop system of care for high-risk Native children and their families.

Friendship House Association of American Indians, (FH) Inc. is a 501(c)(3), tax-exempt organization, incorporated in 1973 to serve American Indians who relocated from their reservations to the SF Bay Area. The mission of FH is to promote healing and wellness in the American Indian community by providing a continuum of substance abuse prevention, treatment, and recovery services that integrate the traditional American Indian healing practices and state-of-the-art substance abuse treatment methods. Friendship House currently operates two facilities:

the Friendship House American Indian Healing Center, an 80-bed adult men and women residential facility located at 56 Julian in San Francisco, California, and the Friendship House American Indian Lodge, an 11-bed facility for women and their children located in Oakland, California. Friendship House staff and Board of Directors represent various tribes and have professional affiliations that connote commitment to substance abuse recovery for AI/AN. The Friendship House has collaborated with NAHC on the majority of SAMHSA grants (Table 5).

Key Staff: iNative is rooted in the target population and the staffs are experienced individuals with backgrounds in public health, suicide prevention, and mental health. In addition, all staff have received requisite training, including cultural competency adapted specifically for the target population, including language, age, gender, sexual orientation, disability, literacy, and other cultural factors. Key staffs have extensive experience serving the target population. The following list is the proposed staff positions, including level of effort:

- Program Director (0.50 FTE), Esther Lucero, MPP (Navajo)
- Evaluator (0.30 FTE), Alex Denning
- Peer Specialist (1.0 FTE), Kathryn Budd (Cherokee)
- Peer Specialist (1.0 FTE), Nina Gutierrez

Key staff has extensive experience serving the target population, have worked with the AI/AN community for many years, and are familiar with the culture of the target population. The following describes how iNative key staff has demonstrated experience in serving the target population and their qualifications:

Esther Lucero (Navajo), MPP, Program Director has worked in NAHC's Community Wellness Department for the past 3 years. In her capacity she has been instrumental in preparing the department for health care reform. She has a key role in developing and integrating programs and providing quality improvement measures for the department. She has many years of experience providing direct services in the urban Indian community, is a Professor of Native American Studies at San Francisco State University, and leads all the social media outreach and program development activities in the department. She will have primary responsibility for implementation, day-to-day management and oversight.

Alex Denning, MPH, Evaluator, has a Master's Degree in Public Health and is a talented data analyst. He was placed at NAHC through SAMHSA's Internship Program and was eventually hired onto the agency to support the department's Evaluation and Research work. He is passionate about community participatory research and the uses of the latest technology to advance culturally relevant evaluation methods.

Kathryn Budd (Cherokee), Peer Specialist, is also a Certified Substance Abuse Counselor (CSAC) and has provided direct services at NAHC for over a decade. She is an experienced facilitator for groups and is passionate about relapse prevention. She also provides and coordinates various CWD community events.

Nina Gutierrez, Peer Specialist, is a Certified Substance Abuse Counselor (CSAC) and has provided direct services at NAHC for over a decade. She is an experienced facilitator for groups. She is also bilingual in Spanish and develops groups and programs for the Native families who are also Spanish speaking. Nina provides leadership in helping to plan and coordinate various CWD community events.

Section E: Data Collection and Performance Measurement

Performance Measurements: NAHC has a proven track record collecting and reporting on the GPRA performance measures as well as National Outcome Measures (NOMS.) NAHC has an exemplary history of GPRA follow-up rates consistently over 80% and numerous successful outcome measures for each program since 2001 across 14 programs. See Table 6.

Table 6. Current GPRA/NOMs Reporting Programs

Project Name	Follow-up Rates	Award Dates
Urban Native Center for Life Empowerment	90%	2009-2012
Native Women's Circle	80%	2008-2013
Urban Trails San Francisco	100%	2009-2015

NAHC is adopting the NextGen Practice Management and Electronic Health Records system that will allow NAHC to have greater capacity to effectively collect and report health information. NAHC currently tracks medical, dental, behavioral health, and prevention data through multiple systems that will have stronger integration under NextGen implementation. i2i Tracks is used for medical information; Dentrix for dental data; Accucare for mental health data and the Bay Area Red Road (BARR) for prevention data. The integration of i2i, Dentrix, Accucare and BARR into NextGen will streamline the data system infrastructure, and improve communication and coordination within a comprehensive system of care.

The i2i and BARR web-based database was designed in-house, is extremely flexible and facilitates coordination of care, intake, data collection and analysis, GPRA reporting, performance assessment, as well as community event, outreach, and training data. Data items that need to be tracked through a separate mechanism until Electronic Health Records are will be documented in i2i and BARR. Both these databases are compliant with all confidentiality, contractual obligations, state license and certification standards and HIPAA regulations.

NAHC has strong existing in-house capacity to report on the required indicators for iNative. I2i, BARR, and NextGen have the capacity to track the following requirements for this RFA:

- Performance Measures, including: abstinence from use, housing status, employment status, criminal justice system involvement, access to services, retention in services, social connectedness.
- Number of persons in treatment who have access to and use using technology tools, e-apps, web-based programs and services.
- Number of persons in treatment trained on how to effectively use technology tools, e-apps, web-based programs and services.
- Number of expanded or enhanced technologies integrated into the provider infrastructure.

Quality Improvement Process: iNative will monitor changes in sub-population access, use, or outcomes disparities through the use of NAHC's BARR database, i2i tracks, and once implemented, NextGen. Monitoring will be easily achieved through reports run from i2i, BARR

or NextGen systems, where staffs have the ability to track individual client indicators, run reports by provider, and obtain population based reports. The i2i System will tap into the information already in our EHR system, practice management, lab and other provider systems. Through advanced reporting, information will transform into valuable insights on the quality of client care and client health. Population level reports will be drawn from this information. i2i will be programmed to generate automatic alerts to providers, schedule follow-up tasks and perform other routines based on the information in individual health records of all clients'. This system will also enable providers to coordinate care at the population level; proactively manage care at both population and individual levels and meet targeted standards of care.

The i2i system provides advanced reporting pulling from both clinical data and care plans. Findings from these reports will be addressed in iNative's regular CQI meetings. Project staff will work collaboratively to identify and address issues, and progress will be tracked. NAHC will monitor changes, control outcomes and record the efficacy of proposed solutions. Strategies implemented will be summarized annually and disseminated within the agency, to system partners and collaborating agencies to facilitate a cross pollination of strategies across the care continuum.

Continuous quality improvement informs organizational decision-making and program operation by conducting high quality, consumer-centered performance assessment activities. One main feature of the CQI program is the Project Status Meeting (PSM). The CQI process is designed to be immediately responsive to changes in access and use. Any negative changes in access or use are identified, strategies are implemented to address these issues, and progress is tracked. Strategies that unsuccessful after a reasonable amount of time are documented and ended, and new strategies are implemented all within the CQI process. Outcome data will be used to assess the short and long-range effects of program interventions for clients. By actively pursuing follow-up contact with clients at 6 months, it is possible to look at clients' progress over time. Indicators include standard GPRA measures such as: alcohol and drug use (both lifetime and in the past 30 days); physical and mental health status; level of self-sufficiency, including employment, income, and public assistance status; and legal status. We may also assess social support and functioning, including family and community relationships, as well as asking some Native specific questions about tribal affiliation, acculturation, and the importance of a client's culture in her/his healing. These measures are culturally appropriate to the AI/AN population and are sensitive to age, race/ethnicity, culture, language, sexual orientation, disability status, literacy, and gender characteristics. Outcome data will be analyzed using the statistical software SPSS allowing NAHC to determine the effect of implementation on clients, as well as factors associated with both positive and negative outcomes. This will allow for redirection of ineffective activities. In tracking outcomes, the performance assessment plan addresses treatment effectiveness and treatment efficiency in order to get a broader view of interrelated social factors contributing to the recovery process. Key outcome indicators will be reviewed and monitored to assess whether or nor project aims are being met.

During implementation project staff meet more frequently to plan for reporting on client outcomes to staff; formulate communications plans and reporting on project progress. This allows for tight monitoring, control of project performance, a clear communications process for QI recommendations, and tracking of QI initiatives. The PSM is a time for review of the program timeline, performance, addressing new QI opportunities, confidentiality and privacy policy

monitoring, tracking the status of previously identified QI issues, and to address changes in access/use/outcomes disparities within the sub-population. All project staff and providers are encouraged to submit suggestions, findings, and highlights to the PSM agenda, increasing the collaborative benefits of this status and quality improvement meeting. Each QI issue will be assigned an owner, or staff member who is responsible for solving, or posing solutions to the QI issue, and following the issue through to resolution. Minutes, follow-ups, timeline amendments, and QI tracking serve as the basis for reporting progress.

Local Performance Assessment: i2i Tracks is a population management database that allows for review of population level indicators in the assessment and targeting of identified subpopulations. For example, a data report can be run on all clients who are both diabetic and experiencing depression so that care coordinators can provide greater support to those individuals, targeting them for review to determine if they are receiving appropriate care, and linking them to a full range of services. i2i also allows for assessment of improvements in outcomes, based on simple programming to review changes over time. Experience of care outcomes will be assessed through BARR; clients will be surveyed after their encounters and also 6 months later. This information will be relayed to the project team at appropriate meetings to ensure there is adequate response to issues raised.

Central to this process is a well-maintained Management Information System (MIS), adept at tracking the numbers and types of activities held each month, numbers of unduplicated clients, and a breakdown of staff caseloads of direct and indirect services. A monthly data matrix is produced that indicates the number of activities held each month; types of activities; dates; topics and number of participants. Through our coordinated intake system, we have an established means of collecting baseline data to track project objectives. Project and activities are tracked by MIS and monitored by the Evaluator on a monthly basis. The Evaluator reviews data on a regular basis to assess progress on recruitment, retention, and performance measures. Additionally, the Evaluator will measure outcome data.

The data management approach is designed to identify program strengths, weaknesses, and interventions for improvement. Data systems will be used to track client demographics and service utilization from initial admission through program discharge. Data is reviewed by project staff on a monthly basis in Project Status Meetings, and health indicators and outcomes at the individual level are also discussed. The Evaluator meets directly with project staff monthly to listen to feedback on how to improve the data system to better support the team's ability to provide excellent quality of services, minimize outcome disparity, and strategize about program development.

Quality assurance is maintained by the Evaluator who assesses process questions, particularly in the early months of the project, to ensure that implementation is successful. The Evaluator will assess any changes that need to be made and report back to the appropriate contributors, and the project staff. As the project progresses, the Evaluator will review data to ensure appropriate progress has been made in terms of the outcome questions. The Evaluator is experienced with IPP indicators and is prepared to document and report on the following types of data: Infrastructure, Prevention, and Promotion performance measures on a quarterly basis: Policy Development; Workforce Development; Financing; Organizational Change;

Partnership/collaborations; Accountability; Types/Targets of Practices; Awareness; Training; Knowledge/Attitudes/Beliefs; Screening; Outreach; Referral and Access.

Process questions will be addressed through close dialogue with project implementation staff and through participatory assessment activities with participants. These measures are communicated to staff through PSM updates, quarterly reports, and community collaboration events. Fidelity factors will be tracked, such as how closely implementation corresponded to the proposal's objectives and adhered to the implementation plan. When deviations occur, the Evaluator assesses what types of deviations occurred, whether they were planned or arbitrary, and what impact the deviation had on the planned intervention and evaluation. Treatment efficiency indicators such as utilization, retention, and completion rates are tracked and measured for reporting and project management purposes.

Section F: Electronic Health Record (EHR) Technology

EHR: NAHC participates in a Community Health Clinic Network (CHCN) in Alameda County, which has chosen the University of Washington Advanced Integrated Mental Health Solutions (AIMS) Center model of service delivery in conjunction with the implementation of NextGen Electronic Health Records (EHR). AIMS has developed a set of client-centered Integrated Behavioral Health Care Principles & Tasks that was created in consultation with a group of national experts of integrated behavioral health care with support from the John A. Hartford Foundation; the Robert Wood Johnson Foundation; Agency for Healthcare Research and Quality and California HealthCare Foundation. These core principles of effective integrated behavioral health care include a client-centered care team that provides evidence-based treatments for a defined population of clients using a measurement-based, treat-to-target approach. This approach is sufficiently adaptable to provide the level of care needed for each client in order to meet their needs right where they are, yet based on evidence-based practices to ensure successful outcomes:

- **Patient-centered Care:** Primary care and behavioral health providers collaborate effectively using shared care plans.
- **Population-based Care/Panel Management:** Care team shares a defined group of clients tracked in a registry. Practices track and reach out to clients who are not improving and mental health specialists provide caseload-focused consultation, not just ad-hoc advice.
- **Measurement-based Treatment to Target:** Each client's care plan clearly articulates personal goals and clinical outcomes that are routinely measured. Treatments are adjusted if clients are not meeting or exceeding benchmarks.
- **Evidence-based Care:** Clients are offered treatments for which there is credible research and evidence to support efficacy in treating the target condition.
- **Accountable Care:** Providers are held accountable and reimbursed for quality care and outcomes.

NAHC, Inc. Internal Budget Justification

Date created: March 25, 2013
Name of Grant: iNative
Grant Period: September 30, 2013--September 29, 2014

Position Title	Name	%FTE	Total
1 Program Director	E. Lucero	50%	\$ 39,125
2 Evaluator	A. Denning	30%	\$ 16,686
3 Peer Specialist	K. Budd	100%	\$ 49,858
4 Peer Specialist	N. Gutierrez	100%	\$ 45,427
Total Salaries			\$ 151,095
Fringe Benefits @ 28.89%			\$ 43,652
Total Salaries & Fringe			\$ 194,747
OPERATING EXPENSES			<i>Subtotal of Operating = 34,761</i>
TRAVEL			
Travel-local			\$ 1,080
Travel-Out of Town			\$ 3,000
EQUIPMENT			
Furniture & Equipment <\$5K			\$ 1,870
SUPPLIES & MATERIALS			
Janitorial Supplies			\$ 600
Computer Supplies			\$ 600
Office Supplies			\$ 900
Program Supplies			\$ 900
CONTRACTUAL			
Subcontractor			\$ -
CONSTRUCTIONS			
Not applicable / none requested			\$ -
OTHER			
Utilities			\$ 1,200
Advertising			\$ 900
Consultants			\$ 2,000
Equipment Leasing			\$ 1,200
PMS/EHR			\$ 14,000
Training/Workshops			\$ 1,200
Community Events			\$ 3,200
Telephone/fax			\$ 600
Postage/Fed Express/Shipping			\$ 611
Equipment Repair/Maintenance			\$ 300
Printing			\$ 600
Total Direct			\$229,508
INDIRECT Rate @ 22%			\$50,492
TOTAL BUDGET			\$280,000

Native American Health Center, Inc.
iNative
SAMHSA—CSAT # TI-13-008

Budget Justification ~ FY 2013-2014

A. PERSONNEL

FEDERAL REQUEST

Position Title	Name	Level of Effort	Cost
Program Director	E. Lucero, MPP	50%	\$ 39,125
Evaluator	A. Denning, MPH	30%	\$ 16,686
Peer Specialist	K. Budd	100%	\$ 49,858
Peer Specialist	N. Gutierrez	100%	\$ 45,427
		TOTAL	\$ 151,095

The Program Director will be Mrs. Esther Lucero, MPP will be on this grant at 50% FTE; she is responsible for project implementation, cross-site communications and site visits, and day-to-day program operations. Mr. Alex Denning, MPH will be the Evaluator at 30% FTE on this grant; he will be responsible for the implementation and analysis of the local and cross-site evaluation and will provide support to the Project Director. Two full-time Peer Specialists will be on this grant; and both Ms. Kathryn Budd and Ms. Nina Gutierrez will be responsible for the care coordination of this project.

FEDERAL REQUEST FOR PERSONNEL **\$ 151,095**

B. FRINGE BENEFITS

FEDERAL REQUEST

Component	Rate	Wage	Cost
FICA	7.65%	\$ 151,095	\$ 11,559
SUI	4.5%	\$ 151,095	\$ 6,799
Workers Compensation	1.78%	\$ 151,095	\$ 2,690
ETT	0.10%	\$ 151,095	\$ 151
Health	12.75%	\$ 151,095	\$ 19,265
TSA (Pension)	2.11%	\$ 151,095	\$ 3,188
		TOTAL	\$ 43,652

The fringe benefit rate for Native American Health Center, Inc. is at 28.89% for .80 FTE or above and 18% for .79 FTE or below. The fringe benefits includes: FICA (Federal Insurance Contribution Act) at 7.65%, SUI (State Unemployment Insurance) at 4.5%, Workmen's Compensation at 1.78%, ETT at 0.10%, Health (Medical/Dental/Vision) at 12.75% and TSA at 2.11%; totaling 28.89%.

FEDERAL REQUEST FOR FRINGE BENEFITS **\$ 43,652**

C. TRAVEL

FEDERAL REQUEST

Purpose of Travel	Location	Item	Rate	#	Cost
Grantee Mandatory	Washington, DC	Airfare	\$ 500	1	\$ 500
Meeting		Per Diem	\$ 71	4	\$ 284
		Hotel	\$ 205.33	3	\$ 616
		Ground	\$ 100	1	\$100

		Transport		
		Cost for One Trip		\$ 1,500
		Total Staff Per Trip	2	\$ 3,000
Local Travel		\$.50/mi x 2160 mi.		\$ 1,080

Out of town travel costs are included for two staff to travel to attend two SAMHSA grantee meetings in Washington D.C. Travel figures are based on the federal M&IE rates and recent airline flight prices. Local travel is requested for travel between the different agency site locations and to attend local trainings and presentations. Our agency reimbursement rate is at \$0.50 per mile.

FEDERAL REQUEST FOR TRAVEL **\$ 4,080**

D. EQUIPMENT

FEDERAL REQUEST

Item	Rate	Cost
Computer Equipment (iPad)	\$880 per iPad x 2	\$ 1,760
Mobile WiFi Cards	\$ 55 x 2 cards	\$ 110
	TOTAL	\$ 1,870

Equipment funds are requested to purchase computer and technology equipment to assist in delivering services such as iPads with mobile accessibility and connectivity with two WiFi cards.

FEDERAL REQUEST FOR EQUIPMENT **\$ 1,870**

E. SUPPLIES

FEDERAL REQUEST

Item	Rate	Cost
Janitorial Supplies	\$ 50/mo x 12 mos	\$ 600
Computer Supplies	\$ 50/mo x 12 mos	\$ 600
Office Supplies	\$ 75/mo x 12 mos	\$ 900
Program Supplies	\$ 75/mo x 12 mos	\$ 900
	TOTAL	\$ 3,000

Janitorial supplies include cost for cleaning supplies and toiletry paper products for maintaining a clean and tidy office space. Funds for computer supplies are requested for ink cartridges and USB memory devices. Office supplies are items needed for the day-to-day office operation, this includes: paper, memo/note-pads/books, writing utensils, tape/adhesives, binders, pushpins, clips, file folders, staplers, paper punchers, scissors, etc. for daily staff use. Program Supplies includes the costs for item needed for outreach, groups/workshops supplies, and strengthen collaborations, i.e., brochures, magazine, DVD, videos, books, promotional materials, including sage and sweetgrass for cultural events.

FEDERAL REQUEST FOR SUPPLIES **\$ 3,000**

F. CONTRACTUAL **\$ -0-**

G. CONSTRUCTIONS **\$ -0-**

H. OTHER

FEDERAL REQUEST

Item	Rate	Cost
Utilities	\$ 100/mo x 12 mo	\$ 1,200
Advertising	\$ 75/mo x 12 mo	\$ 900
Consultants	\$ 100/hr. x 20 hrs.	\$ 2,000

Equipment Leasing	\$ 100/mo x 12 mo	\$ 1,200
PMS/EHR System	\$ 1,166/mo x 12 mo	\$ 14,000
Training/Workshops	First Aid, CPR, Clinical Workshops/classes	\$ 1,200
Community Events	4 x \$ 800/event x 1 per quarter	\$ 3,200
Telephone/Fax	\$ 50/mo x 12 mo	\$ 600
Postage/Fed Express/Shipping	\$ 50.91/mo x 12 mo	\$ 611
Equipment/Building Repair/Maintenance	\$25/mo x 12	\$ 300
Printing	\$ 50/mo x 12 mo	\$ 600
	TOTAL	\$ 25,811

- Utilities are shared monthly cost for all programs occupying the building at 3124 International; monthly utilities is requested and it will include cost for electricity (PG&E), gas (PG&E), water (East Bay Mud), drinking water service (Arrowhead), pest control (Terminix), security alarm (Bay Area Alarm Company), and garbage (Waste Management) at \$100 per month.
- Advertising funds in the amount of \$75 per month are requested to support the development of social marketing materials that will be distributed for this program.
- Consultant funds (professional and Traditional) are requested to pay for 20 traditional consultant hours at \$100 per hour over the course of the year. They provide service at events, staff trainings, and directly with community members.
- Equipment leasing covers the annual shared cost for the Xerox scanner/copier machines, and fax machines at \$100 per month.
- PMS/EHR (Practice Management System/ Electronic Health Record) funds are requested, and these includes costs for acquisition of appropriate hardware and software, conversion of data and staff training and is in compliance with federal mandates.
- Trainings/workshop funds are requested; these will include cost for project staff's CPR and First Aid training; plus workshops for the Peer Specialist to stay abreast of the latest trends and care coordination materials; averaging \$100 per month x 12 mo.
- Four Community Events are planned at \$800 each (1 per quarter); with smaller events/groups in months in between. These events and groups provide community cohesion, and an important component of working with the Native American population.
- Communication funds are requested; this is monthly shared cost for all programs occupying the building at 3124 International; communication include cost for telephone (hard and wireless), Internet (WiFi and broadband) connectivity, and fax expenses at \$50 per month.
- Postage & Shipping monies are requested in the amount of \$50.91 per month; this is a monthly shared cost for postage and overnight carrier services (i.e., FedEx) to communicate with funders and dissemination the community.
- Funds to support equipment maintenance and building maintenance are requested; this includes cost for minor repairs due to normal wear & tear, plus the upkeep for the building located at 3124 International Blvd., i.e., broken windows, waxing floors, troubleshooting the office equipment/furniture.
- Printing funds in the amount of \$50 per month are requested to publish the social marketing materials.

FEDERAL REQUEST FOR OTHER **\$ 25,811**

I. TOTAL DIRECT COST FOR FY 2013-2014 (Year 1) **\$ 229,508**

J. INDIRECT COSTS @ 22% **\$ 50,492**

Native American Health Center, Inc.'s indirect rate of 22% of direct costs (excluding subcontracts). A copy of the signed agreement is attached.

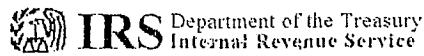
K. TOTAL FEDERAL REQUEST **\$ 280,000**

PROPOSED PROJECT PERIOD

Start Date: 09/30/13	End Date: 09/29/16
----------------------	--------------------

BUDGET SUMMARY

Category	Year 1	Year 2	Year 3	Total Project Cost
Personnel	\$ 151,095	\$ 151,095	\$ 151,095	\$ 453,285
Fringe Benefits	\$ 43,652	\$ 43,652	\$ 43,652	\$ 130,956
Travel	\$ 4,080	\$ 4,080	\$ 4,080	\$ 12,240
Equipment	\$ 1,870	\$ 1,870	\$ 1,870	\$ 5,610
Supplies	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Contractual	\$ 0	\$ 0	\$ 0	\$ 0
Constructions	\$ 0	\$ 0	\$ 0	\$ 0
Other	\$ 25,811	\$ 25,811	\$ 25,811	\$ 77,433
Total Direct Costs	\$ 229,508	\$ 229,508	\$ 229,508	\$688,524
Indirect Costs	\$ 50,492	\$ 50,492	\$ 50,492	\$ 151,476
Total Project Costs	\$ 280,000	\$ 280,000	\$ 280,000	\$ 840,000



Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248674152
Feb. 08, 2011 LTR 4168C E0
23-7135928 000000.00
00013821
BODC: TE

NATIVE AMERICAN HEALTH CENTER INC
1151 HARBOR BAY PKWY STE 201
ALAMDEDA CA 94502-6533

03134

Employer Identification Number: 23-7135928
Person to Contact: MS IVEY
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Jan. 28, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in NOVEMBER 1971.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

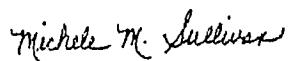
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248674152
Feb. 08, 2011 LTR 4168C EO
23-7135928 000000 00
00013822

NATIVE AMERICAN HEALTH CENTER INC
1151 HARBOR BAY PKWY STE 201
ALAMEDA CA 94502-6533

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Section G. Literature Citations

- Alameda County Public Health Department. (2013). "Fruitvale: Community Information Book 2001." Retrieved March 26, 2013, from <http://www.acphd.org/media/53462/fruitvale.pdf>
- ARQH (2004). Justification for Budget Estimates for Appropriations Committees, Fiscal Year 2005. Rockville, MD, Agency for Healthcare Research and Quality.
- Bell, R. A., J. S. Andrews, et al. (2010). "Depressive symptoms and diabetes self-management among rural older adults." *Am J Health Behav* **34**(1): 36-44.
- BigFoot, D. S., B. L. Bonner, et al. (2007). Trauma in Native Children. C. o. C. A. a. N. Indian Country Child Trauma Center. Oklahoma, University of Oklahoma Health Sciences Center.
- BigFoot, D. S., S. Willmon-Haque, et al. (2008). Trauma Exposure in American Indian/Alaska Native Children. C. o. C. A. a. N. Indian Country Center
- Buchwald, D., Beals, J., & Manson, S. M. (2000). Use of traditional health practices among Native Americans in a primary care setting. *Med Care*, **38**(12), 1191-1199.
- Calhoun, D., J. Beals, et al. (2010). "Relationship between glycemic control and depression among American Indians in the Strong Heart Study." *J Diabetes Complications* **24**(4): 217-222.
- CDC (2008). National Center for Health Statistics, Center for Disease Control.
- Echo Hawk, H. (2011). Compendium of Best Practices for Indigenous American Indian/Alaska Native and Pacific Island Populations, A Description of Selected Best Practices and Cultural Analysis of Local Evidence Building, First Nations Behavioral Health Association.
- Forquera, R. (2001). *Urban Indian Health*. : The Henry J. Kaiser Foundation.
- Garrouette, E. M., Goldberg, J., Beals, J., Herrell, R., & Manson, S. M. (2003). Spirituality and attempted suicide among American Indians. *Soc Sci Med*, **56**(7), 1571-1579.
- Goins, R. T. and C. S. Pilkerton (2010). "Comorbidity among older American Indians: the native elder care study." *J Cross Cult Gerontol* **25**(4): 343-354.
- Gone, J., & Alacantra, C. (2005). Practice Makes Perfect? Identifying Effective Psychological Treatments for Mental Health Problems in Indian Country. In H. E. a. W. R.D. (Ed.), *Best Practices in Behavioral Health for American Indians and Alaska Natives*. Portland, Oregon: One Sky National Resource Center for American Indian and Alaska Native Substance Abuse Prevention and Treatment Services.
- IHS. (2011). "IHS Fact Sheets: Indian Health Disparities." Retrieved June 3, 2011, from <http://www.ihs.gov/PublicAffairs/IHSBrochure/Disparities.asp>
- Jiang, L., J. Beals, et al. (2009). "Health-related quality of life and help seeking among American Indians with diabetes and hypertension." *Qual Life Res* **18**(6): 709-718.
- Kritharides, L., A. Brown, et al. (2010). "Overview and determinants of cardiovascular disease in indigenous populations." *Heart Lung Circ* **19**(5-6): 337-343.
- Michaud, C. M., M. T. McKenna, et al. (2006). "The burden of disease and injury in the United States 1996." *Popul Health Metr* **4**: 11.
- Nebelkopf, E. and J. King (2003). "A holistic system of care for Native Americans in an urban environment." *J Psychoactive Drugs* **35**(1): 43-52.

- Nebelkopf, E. and J. King (2004). A Holistic System of Care for Native Americans in the San Francisco Bay Area. Healing and Mental Health for Native Americans: Speaking in Red. E. Nebelkopf and M. Phillips. Walnut Creek, Altamira Press.
- Nebelkopf, E. and M. Penagos (2005). "Holistic Native network: integrated HIV/AIDS, substance abuse, and mental health services for Native Americans in San Francisco." J Psychoactive Drugs **37**(3): 257-264.
- Nebelkopf, E., & Phillips, M. (Eds.). (2004). *Healing and Mental Health for Native Americans: Speaking in Red*. Walnut Creek: Altamira Press.
- O'Connell, J., R. Yi, et al. (2010). "Racial disparities in health status: a comparison of the morbidity among American Indian and U.S. adults with diabetes." Diabetes Care **33**(7): 1463-1470.
- O'Connell, J. M., C. Wilson, et al. (2012). "The costs of treating American Indian adults with diabetes within the Indian Health Service." Am J Public Health **102**(2): 301-308.
- Sahota, P. K., W. C. Knowler, et al. (2008). "Depression, diabetes, and glycemic control in an American Indian community." J Clin Psychiatry **69**(5): 800-809.
- SAMHSA (2006). Native Americans/American Indian in California and Nationwide: Substance Use Prevalence and Comparison With Other Ethnic Groups. Office of Applied Research and Analysis, Substance Abuse and Mental Health Services Administration.
- SAMHSA (2007). Substance Use and Substance Use Disorders among American Indians and Alaska Natives. The NSDUH Report. Office of Alcohol Studies, Substance Abuse and Mental Health Services Administration.
- Stiffman, A. R., Freedenthal, S., Dore, P., Ostmann, E., Osborne, V., & Silmere, H. (2006). The role of providers in mental health services offered to American-Indian youths. Psychiatr Serv, **57**(8), 1185-1191.
- Stone, R. A., Whitbeck, L. B., Chen, X., Johnson, K., & Olson, D. M. (2006). Traditional practices, traditional spirituality, and alcohol cessation among American Indians. J Stud Alcohol, **67**(2), 236-244.
- Szlemko, W. J., J. W. Wood, et al. (2006). "Native Americans and alcohol: past, present, and future." J Gen Psychol **133**(4): 435-451.
- Tann, S. S., S. T. Yabiku, et al. (2007). "triADD: the risk for alcohol abuse, depression, and diabetes multimorbidity in the American Indian and Alaska Native populations." Am Indian Alsk Native Ment Health Res **14**(1): 1-23.
- UCCCR (2004). Broken Promises: Evaluating the Native American Health Care System, US Commission on Civil Rights.
- USDHHS (2008). Surgeon General's Report on Native American Indians. Mental Health: Culture, Race, Ethnicity, U.S. Department of Health and Human Services, Office of the Surgeon General, SAMHSA.
- US Census Bureau. Available at: www.census.gov. Accessed February 17, 2013.
- Walters, K. (1999). "Urban American Indian Identity Attitudes and Acculturation Styles." Journal of Human Behavior in the Social Environment **2**: 1-2.
- Walters, K. L., Simoni, J. M., & Evans-Campbell, T. (2002). Substance use among American Indians and Alaska natives: incorporating culture in an "indigenist" stress-coping paradigm. Public Health Rep, **117 Suppl 1**, S104-117.

Wright, S., E. Nebelkopf, et al. (2007). Epidemiological Profile of California American Indian Substance Abuse Consequences and Consumption Patterns. Oakland, California, Native American Health Center.

Wright, S., E. Nebelkopf, et al. (2011). "Holistic System of Care: Evidence of Effectiveness." Journal of Substance Use & Misuse: Special Issue on Native Americans **47**.

Esther Lucero
3124 International Blvd. • Oakland, CA 94601 • (510) 434.5482
estherl@nativehealth.org

Education:

Mills College
MA Public Policy
Spring 2010

Mills College
BA Native American Studies/Chemistry minor
Fall 2006

Experience:

Native American Health Center • Oakland, CA • **Director of Policy and Programs** • 2/2010 - present

- Ensure high quality, effective behavioral health programming and culture-based prevention and treatment services are available to the San Francisco Bay Area urban Native American community.
- Assist with departmental strategic planning and management in the areas of grant funding, department development, performance management, and team building.
- Oversee Community Wellness Department's (CWD) specialty programs, including day-to-day program operations, performance management, project hiring, and human resources management and ensuring effective spending.
- Provide input on plans to operationalize integration of behavioral health services with medical services, as the integration relates to CWD's program areas.
- Advocate, develop, and implement departmental funding initiatives. Write grants, and promote the expansion of integrated funding initiatives that span all sites.
- Act as a policy advocate for urban Indian behavioral health on local, state and national levels.
- Coordinate activities across departments, sites and with collaborating agencies to ensure that program areas are meeting goals and objectives.
- Coordinate activities across internal CWD functional areas (i.e., clinical behavioral health treatment, data management and analysis, and administration) ensuring specialty program areas meet community needs and are in compliance with department, agency, and funding agency regulations.
- Conduct presentations on CWD programs at the local, state, and national level and ensure dissemination of information to NAHC staff and community, as appropriate.
- Actively participate in, and represent CWD at agency-wide management meetings and in agency-wide planning processes as requested by supervisor. Ensure appropriate distribution of information at both the departmental and organizational level.
- Actively participate in internal quality improvement teams and work with members proactively to drive quality improvement initiatives in accordance with the mission and strategic goals of the organization, federal and state laws and regulations, and accreditation standards, when assigned.
- Design, establish, and manage the NAHC's Media Center, a social enterprise within the CWD.

Native American AIDS Project • San Francisco, CA • **HIV Case Manager** • 04/2007-02/2009

- Act as a liaison between clients diagnosed with HIV and all San Francisco City resources.
- Advocate for clients in the realms of healthcare, general assistance, food support, emergency assistance, housing, psychological support, and spiritual health.
- Have received CSTEP case management training, harm reduction training and HIV 101.
- Have participated in street outreach and education, given workshops on culturally competent end of life services, abstinence policies and lack of cultural competency at the National Conference on AIDS.
- Have given guest lectures on Meth and the Native Community. Sit on the POI council to provide a linkage between HIV prevention services and HIV care services.
- I also sit on the Casey Programs committee to plan for better use of the Indian Child Welfare act within social services.
- Was successful at creating partnerships with the AIDS Health Project and UCSF to provide better case management support for women and Native Americans. Through this I have exceeded my contracted client base by double.

UCSF San Francisco, CA • **Admin II** • 4/2003-11/2003

- Patient service and assistance.
- Basic office responsibilities.
- Trained in HIPPA, IDX, On-Trac, Insurance verification
- Managed Urgent Care Check in and emergency calls.

Bebe Stores Inc. San Francisco, CA • Store Manager • 3/2001- 4/2003

- Responsible for a \$1.5 million business including operations, human resources, and visual presentation.
- Recruit, interview, hire, train, and manage all new associates. Prepare and administer monthly development plans for subordinate managers and sales staff. Manage staff performance from counseling to termination. Develop motivational tools to maximize sales potential and to develop staff into next level positions. Train fellow store managers and their new employees.
- Prepare and manage store procedures, including client service, sales, employee development and loss prevention. Conduct management meetings with staff. Report daily, weekly, monthly statistics to corporate management. Prepare and manage scheduling, payroll and trainings. Plan and organize client events. Create and maintain an excellent customer service environment.
- Responsible for analyzing product to improve sales. Follow company directives and execute floor changes.

Sunglass Hut Inc. San Francisco, CA • 2/1994-7/2000 • Senior District Manager

- Supervised 14 retail stores (including West Coast flagship store) totaling \$6 million in business.
- Responsible for recruiting, interviewing and hiring all associates, including store managers.
- Developed and administered training program on performance management.
- Developed and administered training program on successful recruiting.
- Led and motivated sales team to 16% increase in sales over the previous year.
- Monitored daily sales performance, set annual budgets, adjusted monthly budgets, and communicated operational, visual and sales expectations and company standards to the district. Performed daily store visits to monitor performance. Trained and developed store managers, and conducted monthly manager meetings. Served as a liaison between regional manager, all corporate office departments and store managers.
- Responsible for sales performance, visual standards, operational standards, loss prevention, profit and payroll management, and staff development.
- Toured stores corporate representatives.

Achievements, Honors and Awards:

Mills:

Graduate Student of the Year 2009

Alumnae Scholarship 2008-2010

Best Senior Thesis 2007

Graduation Speaker 2007

President/Founder of Pre Med Club 2005-2007

Co-Chair Native American Sisterhood Alliance 2005-2007

Womanist Publication 2006

Deans Scholarship 2004-2006

AAIP Pre Med Shadowing Program Scholarship 2006

AAIP Pre Med Conference Scholarship 2005

SMEP Scholarship 2004

UCSF: 2 Superstar Service Awards

Bebe: #1 Store, 2002 (SF district)

Sunglass Hut:

#1 Manager in Sales Performance (over 200 districts, including 2000 stores), 1999

Selected to Presidents 100 Club, 1999 (management organization composed of 25 of the top-performing individuals in the company)

Double-digit Sales Increase Award, 1999

Highest Contribution Award, 1998

Best People Development Award, 1998

Best Loss Prevention Results Award, 1998

Most Personal Growth Award, 1997

Superstar Service Award, 1996

Alex D. Denning

3124 International Blvd., Oakland CA 94601

510.434.5462 - alexd@nativehealth.org

Educational Background

Bachelors of Science, Biological Sciences

University of Missouri, Columbia, Missouri

Graduation Date: May 2010

Master of Public Health

University of Missouri, Columbia, Missouri

Graduation Date: May 2012

Professional Experience

Data Analyst

Native American Health Center

Oakland, California

October 2012- Present

- Managed data collection and analysis for multiple projects
- Created clinical and behavioral health reports for board of directors, clinicians, staff, and the public
- Wrote epidemiologic data profiles, research papers, and on-going grant reports

Evaluation Intern

Substance Abuse and Mental Health Administration- Native American Health Center

Oakland, California

June 2012- August 2012

- Conducted chart audits on patients with HIV/AIDs and substance abuse issues
- Frontline epidemiology experience with underserved populations
- Use of best practice for substance abuse methodology with experts in the field
- Developed evaluation plans for many large grants

Graduate Research Assistant- Health Statistician

Health Communication Research Center, University of Missouri

Columbia, Missouri

August 2011-June 2012

- Researched health related and ensure data is statically appropriate as well as clinically relevant
- Performed literature reviews on tobacco policy in Missouri and health literacy efforts across the United States
- Used both SPSS and SAS for data analysis on many health related topics
- Assisted leaders in the health communication field to create reports and present data both written and verbally

Student Intern/Practicum

Pettis County Health Center

Sedalia, Missouri

May 2011-December 2011

- Used epidemiological methods to create a community assessment and assisted in the accreditation process
- Community assessment has been submitted to NACCHO as a method of best practices

Abstracts

- *Missouri Farm to School*, submitted to American Public Health Association National Conference, 2012
- *Understanding Self-Efficacy's Role in Mediating Healthy Food Choices and Polices in Missouri Parks*, submitted to Centers for Disease Control and Prevention National Conference on Health Communication, 2012

Qualifications

- 17 years of experience working in the behavioral health field in the Bay Area.
- California State Certified HIV and Hepatitis-C Counselor and Rapid Tester.
- Responsible and dedicated professional who is productive and maintains a diligent work ethic.
- Possess an extensive catalog of resources to assist the recovery community, specializing in family resources for the Native community.
- Ability to multitask in a fast-paced environment, while maintaining emphasis on quality.
- Computer skills include Windows, Microsoft Office, Internet, Electronic Health Records and e-mail.

Education

Internationally Certified Alcohol and Drug Counselor	January 2007
Indian Alcoholism Commission Certification CSAC II	December 2004
Substance Abuse Certificate , Merritt College	September 2004

Employment History

Care Coordinator /Substance Abuse Counselor Native American Health Center	September 2007-present
---	------------------------

- Project Director for Native Women's Circle TCE/HIV treatment grant serving Native Women with Substance Abuse issues. Integrating HIV testing, education pre and posttest counseling, early intervention, and prevention for women and their partners.
- Providing individual sessions to clients, maintaining weekly documentation with charting.
- Collaborating with a multidisciplinary team, including other community agencies.
- Transporting clients to and from the clinic and other collaborating agencies.
- Provides Alcohol & Drug education and peer support for ongoing Recovery Circle and assisting with up-dating current resources.
- Participating in weekly case conferencing and clinical supervision.
- Assisting in planning and coordinating various client and community events.
- Counselor of the Day and works with her caseload of assigned clients.

Substance Abuse Counselor Friendship House Association of American Indians	May 2006-September 2007
--	-------------------------

- Maintaining a caseload of 19 clients at a residential substance abuse program.
- Facilitating group counseling, individual counseling sessions, and Talking Circles.
- Coordinating client financial benefits with CalWORKS, Native TANF, and other sources.
- Scheduling medical and dental and appointments for women and their children.
- Coordinating with other service providers, agencies, and staff to provide wrap around services.
- Participating in the multidisciplinary team on a daily basis.

Family Advocate Native American Health Center	July 2004-May 2006
---	--------------------

Kathryn M. Budd

3124 International Blvd • Oakland, CA • (510) 434-5421

- Providing family advocacy for children at risk for severe emotional disturbances and their families within the Systems of Care.
- Facilitating care coordination with family members and providing resources and referrals.
- Maintaining a caseload of those in need of substance abuse services.
- Facilitating the Positive Parenting Group and the Children's Talking Circle at Hintil Kuu CA.
- Transporting clients to and from the clinic and other collaborating agencies.

Substance Abuse Case Manager

2003-June 2004

Native American Health Center

- Managing a State grant CalWORKS grant, including preparing quarterly reports.
- Providing individual sessions to clients, maintaining weekly documentation with charting.
- Collaborating with a multidisciplinary team, including other community agencies.
- Transporting clients to and from the clinic and other collaborating agencies.
- Serving as a relief facilitator for ongoing groups, and assisting with up-dating resources.
- Participating in weekly case conferencing and clinical supervision.
- Assisting in planning and coordinating various client and community events.
- Facilitating Family Health Circle, Relapse Prevention Group, and Children's Talking Circle.

Case Manager

November 2002-2003

Native American Health Center

- Coordinating with the WIC Department on the Breastfeeding Project.
- Providing individual sessions and home visits, maintaining weekly documentation.
- Collaborating with a multidisciplinary team, including other community agencies.
- Transporting clients to and from the clinic and other collaborating agencies.
- Serving as a relief facilitator for ongoing groups, and assisting with up-dating resources.
- Participating in weekly case conferencing and clinical supervision.
- Assisting in planning and coordinating various client and community events.
- Facilitating the Family Health Circle Groups.

Community Organizer

2001-2002

Native American Health Center

- Assisted in the Circle of Care grant with Community surveying, and Focus Groups.
- Assisting in planning and coordinating various client and community events.
- Participated in the Medical Departments, High Risk Case Conference for referrals to FCGC.
- Briefly conducted the Intakes for FCGC.

Health Educator

July 2000- 2001

Native American Health Center

- Provided group support and Co-Facilitation of On site groups
- Assisting in planning and coordinating various client and community events.

Nina M. Gutierrez

3124 International Blvd., Oakland, CA 94601
Ph: (510) 434-5421 ~ Email: NinaG@nativehealth.org

Objective

To work in a position where I can serve and help the community

Summary of Qualifications & Skills

- 15 years of experience working in the Community of Alameda County as a Case Manager and Substance Abuse Counselor
- Working with a diversity of community by providing: Counseling Services and Case Management to people with Dual Diagnosis, Alcohol & Drug Addiction, Domestic Violence, Mandated Cases, and CPS cases
- Experienced in working with Social Workers and Probation Officers
- Experienced with: Intakes, Assessments, Orientations, Treatment Plans, Progress Notes, Crisis Intervention, Counseling and Educational Groups, Individual Sessions, Family Sessions, Referrals, Pre-planning calendars, events & ceremonies
- A genuine and dynamic Group Leader / Facilitator
- Experienced in mediating with clients and external agencies
- Knowledgeable of a variety of office equipment and computer programs
- Ability to deal effectively with a diverse community, and co-workers, in a prompt and courteous manner
- Excellent and professional customer service, telephone, & interpersonal skills
- Very responsible, proactive team player, punctual, dependable, open to learning, and self-starter
- Experienced in translating all kind of forms and topics from English to Spanish
- EXTRA SKILL: BILINGUAL - ENGLISH/SPANISH

Education

AA College Degree in Community Social Services and Substance Abuse Counseling. – Merritt College

Counselor CSACII Certificate by IACC certification; HIV Prevention & Testing certified
Master Degree on Medical Hypnotherapy- Palo alto School of Hypnotherapy
Psychology Courses, Human Development, Ethnic Studies and Humanities, Computer Programs,
Travel Agency School, Business Administration

TRAININGS in: Best Practices in Substance Abuse Treatment for Native Americans and Alaska Natives

Bipolar Disorders and Co-occurring disorders. Domestic Violence-Assessment, Detection and Intervention. Multiple and Dual Diagnosis, Substance Abuse and Mental Health, Physiology and Pharmacology and Tobacco Cessation.

Employment

Dates: Dec 2003—Present

NATIVE AMERICAN HEALTH CENTER, Inc. – Community Wellness Department

3124 International Blvd. ,Oakland, CA 94601 - Phone:(510) 434-5421

Position: Counselor CSACII, Case Manager

DUTIES:

- Crisis Intervention
 - Provide Counseling / Individual Sessions
 - Facilitate different type of groups (Substance Abuse, Health Education,
 - Relapse Prevention, Domestic Violence, Codependency, Self-Esteem,
 - Stress Reduction and Parenting)
 - Facilitate Parenting Groups at community schools
 - Assessments, Treatments and Documentation related to clinical services
 - Referrals and Mediator Service
 - Assist with planning/organizing/developing for projects, events, activities and ceremonies
-

Dates: Oct 2002—Present (Part Time)

BI-BETT CORPORATION - D.U.I. Program

21192 Hesperian Blvd., Hayward, CA – Phone (510) 783-8708

Position: Counselor D.U.I.

DUTIES:

- Responsible for Intakes, Orientation, Assessments and Documentation
 - Education, Counseling Groups and One on One Sessions
 - All of the above in Spanish or English as required by the program
-

Dates: Aug 2000—July 2002

NARCOTIC EDUCATION LEAGUE.

3315 International Blvd., Oakland, CA 94601 – Phone (510) 535-2303

Position: Substance Abuse Counselor / Group Educator on AOD, HIV,
Domestic Violence, Codependency, Parenting and Life Skills

DUTIES:

- Responsible for: Intakes, Orientation, Assessments, Referrals and Treatment Plan
- Counseling and Education Group process, One-on-one sessions, Crisis Intervention
- Documentation (Caseload), Weekly and Monthly Reports, Activities calendars
- event planning and Development of projects
- All of the above in Spanish or English as required by the program



JOB DESCRIPTION

TITLE:
REPORTS TO:

Project Director, iNative
Director of Community Wellness Department

Duties and Responsibilities

1. Provides leadership and direction to ensure the project meets all goals and objectives.
2. Provides daily operational and administrative supervision to iNative project staff.
3. Maintain regular communication with the federal program officials through e-mail, telephone calls and site visits.
4. Ensure the iNative program budget is spent appropriately, and that all supporting paperwork and documentation is submitted timely to Fiscal, and Grants and Contracts.
5. Work in concert with the Program Evaluator, Peer Specialist and Data Analyst to ensure that all required data strategies, collection, and documentation of program objectives and outcomes occurs in a timely manner.
6. Establish and provide leadership on the development and implementation of iNative's health technologies including: electronic health records, web-based patient portals, tele-medicine, peer-to-peer support, and social media.
7. Provide oversight for patient development training and education on utilizing electronic services.
8. Represents iNative at all funder and stakeholder meetings.
9. Actively participate in internal quality improvement teams and work with members proactively to drive quality improvement initiatives in accordance with the mission and strategic goals of the organization, federal and state laws and regulations, and accreditation standards, when assigned.
10. Work extremely well under pressure including meeting multiple and often competing deadlines; and shall demonstrate cooperative behavior with supervisors, colleagues, clients and the community at all times.
11. Other duties as assigned by department head.

Qualifications

1. Masters degree in Social Work or related human service field.
2. Knowledge of the San Francisco Bay Area American Indian community and Community organizing experience.
3. Familiarity with historical trauma and its effects on individuals, families and communities.
4. Ability to work with a diverse array of people (youth and families, system leaders, community and cultural leaders), including indigenous healers and knowledge of tribal beliefs and practices.
5. Demonstrated leadership and understanding of electronic health records and technology enhanced services.
6. Minimum of 7 years experience in human services, e.g. mental health and substance abuse.

OAKLAND CENTER	OAKLAND CENTER	SAN FRANCISCO CENTER	RICHMOND CENTER	ADMINISTRATIVE OFFICES
2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	3124 International Blvd. Oakland, CA 94601 Community Wellness PH (510) 434-5421	160 Capp Street San Francisco, CA 94110 Medical / Dental PH (415) 621-8051 PH (415) 621-8056 Community Wellness Dept. PH (415) 621-4371 PH (415) 503-1046 Women, Infants & Children PH (415) 621-7574	260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	1151 Harbor Bay Pkwy. Suite 201–Fiscal Suite 203–Administration Alameda, CA 94502 PH (510) 747-3030



JOB DESCRIPTION

TITLE: Evaluator, iNative
REPORTS TO: Manager of Research and Evaluation

POSITION SUMMARY: The Evaluator will work as part of a larger team to ensure high quality data management and reporting. All work is part of a larger grant-based evaluation program in a community clinic that provides prevention and treatment services in mental health and substance abuse with an emphasis on community health.

DUTIES AND RESPONSIBILITIES

1. Work closely with project staff to develop evaluation plans and data reports, and to interpret evaluation findings of federal, state, and local grants.
2. Analyze findings and prepare data reports; include results in local reports, presentations, and applications for supplemental funding.
3. Ensure meaningful participation by family, youth, and community members in all evaluation processes via design, interpretation, and dissemination of findings.
4. Coordinate activities with collaborating agencies involved in federal, state and local projects.
5. Develop and review quarterly reports and renewals for funding agencies, plus attend funder, grantee, and collaborative meetings for cross-site evaluation.
6. Responsible for process and outcome evaluations, qualitative and quantitative data collection for various NAHC projects, and analysis of data as needed.
7. Design and lead internal data management and evaluation planning processes; and administration of contracts in terms of contract compliance.
8. Responsible for presenting and disseminating evaluation results at grantee meetings, community gatherings, for NAHC Administration and the Board of Directors when requested.
9. Assist Evaluation Team in determining data needs to assess program progress outcomes.
10. Actively participate in internal quality improvement teams and work with members proactively to drive quality improvement initiatives in accordance with the mission and strategic goals of the organization, federal and state laws and regulations, and accreditation standards, when assigned.
11. Work extremely well under pressure, meet multiple and often competing deadlines, and demonstrate cooperative behavior with supervisors, direct reports, colleagues, clients and the community at all times.

QUALIFICATIONS

1. Master's degree in public health, epidemiology, human services, administration or related field; or Master's degree with equivalent experience in nonprofit agencies.
2. Experience working within Native American communities.
3. Advanced training in conducting research to guide the effort, maintain research integrity, and capitalize on collected data.
4. Ability to conduct statistical analyses and create local data reports.
5. Understanding principles of data collection and analysis, evaluation, planning, databases, and knowledge of how to develop confidential computerized information systems.
6. Understanding principles of process, outcome, impact, and formative evaluation and how to apply these principles for non-profit human services agencies.
7. Expertise with Windows 2000, Microsoft Office, Excel & Access and Word software, plus statistical packages like SPSS.

OAKLAND CENTER	OAKLAND CENTER	SAN FRANCISCO CENTER	RICHMOND CENTER	ADMINISTRATIVE OFFICES
2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	3124 International Blvd. Oakland, CA 94601 Community Wellness PH (510) 434-5421	160 Capp Street San Francisco, CA 94110 Medical / Dental PH (415) 621-8051 PH (415) 621-8056 Community Wellness Dept. PH (415) 621-4371 / (415) 503-1046 Women, Infants & Children PH (415) 621-7574	260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	1151 Harbor Bay Pkwy. Suite 201–Fiscal Suite 203–Administration Alameda, CA 94502 PH (510) 747-3030



JOB DESCRIPTION

POSITION: Peer Specialist, iNative
REPORTS TO: Project Director, iNative

DUTIES AND RESPONSIBILITIES

1. Develop and implement individual plans of care to assist patients and families to cope and/or restore social, emotional, financial and environmental factors that affect and/or are affected by illness.
2. Provide intake, assessment and health screening services.
3. Provide patient and system navigation services, including documented linkages to internal and external systems of care.
4. Conduct individual substance abuse counseling, case management and social support/education group sessions.
5. Provide peer-to-peer social, emotional, and practical to support to individuals to improve their clinical and non-clinical health related needs. Act as a hub in the coordination of additional services.
6. Refer participants and their families to appropriate community agencies or facilities; acts as liaison with such organizations and advocates for patients and/or their families.
7. Responsible for meeting goals as specified by grant funding.
8. Provide emergency services as needed, as well as ongoing case management, which may include interacting with police, psychiatric services, hospital, and other community agencies and staff.
9. Facilitate substance use prevention and treatment groups and activities.
10. Actively participate in internal quality improvement teams and work with members proactively to drive quality improvement initiatives in accordance with the mission and strategic goals of the organization, federal and state laws and regulations, and accreditation standards, when assigned.
11. Work extremely well under pressure, meet multiple and often competing deadlines.
12. At all times demonstrate cooperative behavior with supervisors, subordinates, colleagues, clients and the community.
13. Other duties as assigned by direct supervisor.

QUALIFICATIONS

1. Experience providing care coordination services, counseling, or case management services.
2. High school diploma or GED equivalency.
3. Licensure as a Certified Substance Abuse Counselor.
4. Knowledge of the Bay Area Native American community with a commitment to serving Native Americans and other vulnerable patient populations.
5. If in recovery, 3 or more years of sobriety.
6. Must have a valid state issued ID/License.

OAKLAND CENTER	OAKLAND CENTER	SAN FRANCISCO CENTER	RICHMOND CENTER	ADMINISTRATIVE OFFICES
2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	3124 International Blvd. Oakland, CA 94601 Community Wellness PH (510) 434-5421	160 Capp Street San Francisco, CA 94110 Medical / Dental PH (415) 621-8051 PH (415) 621-8056 Community Wellness Dept/ Healing Circle PH (415) 621-4371 / (415) 503-1046 Women, Infants & Children PH (415) 621-7574	260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	1151 Harbor Bay Pkwy. Suite 201–Fiscal Suite 203–Administration Alameda, CA 94502 PH (510) 747-3030

Section I. Confidentiality and SAMHSA Participant Protection/Human Subjects

Native American Health Center, Inc. holds participant protection as a high priority within our organization. Policies and procedures for assuring client confidentiality are in place and closely monitored. Protection of study participants is the shared responsibility of the Project Director, Evaluator, and project staff. Before any program activities are conducted by NAHC or any of our collaborative partners, clients are informed of the scope of the project, client rights and responsibilities, and the legal mandates protecting their confidentiality. We use standardized consent forms that have been reviewed by an independent IRB and that are HIPAA compliant.

1. Protection of Clients and Staff from Potential Risks

NAHC does not foresee any physical, medical, social, legal, or other risk to project participants. However, emotional and physical stressors are often associated with our target population. Potential risks associated with the project include:

- Distressing emotions resulting from answering sensitive questions regarding use of alcohol or illegal drugs, involvement with the criminal justice system, housing, or sexual risk behavior, as part of the assessment process, evaluation, or counseling/therapy sessions
- Distressing emotions resulting from answering questions about physical, emotional, or sexual abuse that the client may have experienced in the past or may be currently experiencing, as part of the assessment process, evaluation, or counseling/therapy sessions;
- Distressing emotions resulting from discussion of relationships with family members and friends or clinical staff;
- Risk of harm from another study participant that acts out because of emotion distress or instability, or who is under the influence of alcohol or drugs.

Procedures to minimize risk to study participants:

- During the first session, project participants will engage in an informed consent process, during which details of the treatment will be explained. During this initial session, the risks will be explained and discussed with the potential participant, and intake staff will be trained and prepared to answer questions related to treatment and evaluation. Participants will sign a form that explains the nature of evaluation and follow-up and how confidentiality will be protected.
- All staff associated with treatment are professionals and have the appropriate clinical certifications. The project director and evaluator will review confidentiality issues and procedures designed to protect confidentiality and to reduce risk to program participants.
- Integrated case conferences occur on a weekly? basis where a team of providers come together to plan, assess and adapt treatment to most effective for clients.
- The clinical team will monitor the progress and emotional stability of participants in an effort to identify individuals that are adversely affected by treatment. Individuals that pose potential risks will be monitored closely and referred for appropriate intensified therapy or to our in-house primary care providers if the Clinical Coordinator believes that the individual poses a physical risk to other participants or staff.
- Trained clinicians will be available to program participants and other staff. Our clinicians are sensitive to the psychosocial dynamics and adverse effects that can result from working with troubled clients. The Clinical Director will provide support for staff through weekly case conferencing and clinical supervision.

2. Fair Selection of Participants

The target population of this program includes AI/AN and other individuals ages 18 and older in the San Francisco Bay Area with or at risk for substance abuse or co-occurring disorders who have been underserved because of lack of access to treatment. The Native American Health Center recruits homeless populations through outreach strategies and works with justice departments and other agencies, such as the San Francisco Department of Public Health, the San Francisco Unified School District, Alameda County Department of Mental Health, American Indian Child Resource Center, Tribal TANF, Friendship House Association of American Indians, and other programs. We also accept referrals from concerned family members, as well as other informal community liaisons. We have a strong referral system in place with regional service providers.

While we aim to serve AI/AN populations and our surrounding community, we are committed to providing services to the most needy, so we will not exclude participation in the *iNative project* for participants of any ethnic background that can benefit from our services. As well, we do not discriminate on the basis of gender, physical disability, sexual orientation, national origin, or socioeconomic status. As we are an outpatient treatment facility, if a client needs more intensive services, including residential substance abuse treatment, we will refer that individual to the appropriate agency or organization.

3. Absence of Coercion

Participation in the project is voluntary. Participants referred for substance abuse or mental health services through a collaborating agency have the right to refuse to participate in evaluation activities and may still receive treatment at the agency. This will be explained in the consent form and discussed in person with the client and family.

Clients will not be paid for participation in the program. Clients will receive incentives in the form of snacks, bus tokens, and/or coupons for goods and services, such as food vouchers, for GPRA follow-up data. For participants court-ordered to treatment, participation in the project will remain independent of that mandate.

4. Data Collection

Data will be collected from program participants on a voluntary basis by project staff per procedures outlined in the evaluation plan and according to Community Wellness Department protocol. Staff will be trained to collect intake, discharge, and follow-up data in a standardized manner, to assure consistent data quality and to protect the client's rights and confidentiality. Data will be collected in one-on-one interview sessions, drawing from their own experience with substances, mental health, family issues, and other important indicators that will directly affect the treatment plan. The Evaluator will be responsible for managing the data collection system related to outcome and process evaluation, as well as for assisting the Clinical Coordinator determine the clinical assessment process..

5. Privacy and Confidentiality

The privacy and confidentiality of individuals involved in the project are minimally at risk due to the following protocols and procedures being in place:

- The Evaluator has experience protecting data, both in the physical storage of data and electronic data management. The Evaluator will develop a detailed data collection protocol specific to this project.

- NAHC has undergone a HIPAA risk-assessment and has organizationally adjusted our policies and procedures to conform to the latest HIPAA mandates for protecting client privacy and confidentiality.
- Hard copies of all client information will be maintained in separate folders. Data is maintained in locked file cabinets in locked offices. Access is limited to project staff.
- Data collected will be identified only by an assigned client id and will not contain personal identifying information that could compromise a client's privacy.
- A strict code of confidentiality is required for all staff and all agencies, conforming with the provisions of Title 42 of the Code of Federal Regulations, Part 2, (42CFR, Part 2).

6. Adequate Consent Procedures

At the intake interview, potential participants will be informed about the nature of the project and the voluntary nature of participation. Clients have a right to withdraw from the project at any time, and they are informed of this right on the client informed consent form, as mandated by HIPAA. Once a client (when appropriate) signs the Informed Consent forms, they will be provided with copies of the forms.

This project includes follow-up interviews as part of the evaluation, so participants will be presented with a Consent to Follow-up form to sign. This informs clients that while their participation is voluntary, they maybe contacted after treatment is concluded and be asked to participate in a follow-up interview where we will collect confidential evaluation data on client behavior and program satisfaction. In consenting to be contacted for follow-up evaluation, the client will be assured that the information will be kept confidential and anonymous.

With all consent procedures, consent will be obtained for all populations regardless of reading ability or language ability. Documents will be read aloud if literacy is an issue. Participants will be asked to communicate their understanding of the expectations of the program and of their rights as clients. All questions and concerns will be addressed immediately to the participant's satisfaction.

7. Risk/Benefit Discussion

iNative is intended to enhance and strengthen Native American Health Center's (NAHC) current substance abuse treatment, recovery, and support services through integration of technology for underserved AI/AN and other local urban underserved populations. Risks associated with project participation are minimal and will be explained at the first intake session. Positive protective factors associated with treatment far outweigh the associated risks. As previously noted, foreseeable risks are minimal and clients will be assured that information collected is anonymous and kept confidential. Treatment of mental health disorders and substance abuse, integrated with city social services, will improve family relationships and will be evidenced through improved social functioning.

NAHC accepts as a basic principle that, in the scope of this project, no human being will be exposed to unreasonable risk to health or well being. All evaluation activities will be conducted to keep risk to health or well being of participants to a minimum. Program risks are believed to be outweighed by the potential benefits of treatment. The agency will do everything in its power to assure that a client's rights and confidentiality are respected and maintained as a top priority throughout the project.



**Identification of
Licensed Mental Health/Substance Abuse
Treatment Provider Organization
&
List of Direct Service Providers**

1. State of California – Health and Human Services Agency – Department of Alcohol and Drug Programs
2. Alameda County – Behavioral Health Care Services
3. Friendship House Association of American Indians, Inc.
4. Community Health Center Network
5. San Francisco Community Clinic Consortium
6. San Francisco Department of Public Health – Community Behavioral Health Services – Child, Youth & Family System of Care
7. San Francisco Department of Public Health – HIV Prevention Section
8. Alameda County Health Care Services Agency
9. Department of Veterans Affairs Northern California Health Care System and the Department of Veterans Affairs Medical Center San Francisco
10. City and County of San Francisco Department of Public Health/Community Behavioral Health Services
11. Bay Area Collaboration of American Indian Resources
12. Bay Area Indian Child Welfare Collaborative
13. California Department of Mental Health
14. Alameda County Medical Center

OAKLAND CENTER	OAKLAND CENTER	SAN FRANCISCO CENTER	RICHMOND CENTER	ADMINISTRATIVE OFFICES
2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	3124 International Blvd. Oakland, CA 94601 Community Wellness PH (510) 434-5421	160 Capp Street San Francisco, CA 94110 Medical / Dental PH (415) 621-8051 PH (415) 621-8056 Community Wellness Dept PH (415) 621-4371 PH (415) 503-1046 Women, Infants & Children PH (415) 621-7574	260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	1151 Harbor Bay Pkwy. Suite 201–Fiscal Suite 203–Administration Alameda, CA 94502 PH (510) 747-3030



Appendix D – Statement of Assurance

As the authorized representative of Native American Health Center, Inc., Mr. Martin Waukazoo, I assure SAMHSA that all participating service provider organizations listed in this application meet the two-year experience requirement and applicable licensing, accreditation, and certification requirements. If this application is within the funding range for a grant award, we will provide the SAMHSA Government Project Officer (GPO) with the following documents. I understand that if this documentation is not received by the GPO within the specified timeframe, the application will be removed from consideration for an award and the funds will be provided to another applicant meeting these requirements.

- a letter of commitment from every mental health/substance abuse treatment service provider organization listed in **Attachment 1** of the application that specifies the nature of the participation and the service(s) that will be provided;
- official documentation that all mental health/substance abuse treatment provider organizations participating in the project have been providing relevant services for a minimum of 2 years prior to the date of the application in the area(s) in which services are to be provided. Official documents must definitively establish that the organization has provided relevant services for the last 2 years; and
- official documentation that all mental health/substance abuse treatment provider organizations: 1) comply with all local (city, county) and state requirements for licensing, accreditation, and certification; OR 2) official documentation from the appropriate agency of the applicable state, county, other governmental unit that licensing, accreditation, and certification requirements do not exist.¹ (Official documentation is a copy of each service provider organization's license, accreditation, and certification. Documentation of accreditation will not be accepted in lieu of an organization's license. A statement by, or letter from, the applicant organization or from a provider organization attesting to compliance with licensing, accreditation and certification or that no licensing, accreditation, certification requirements exist does not constitute adequate documentation.)
- for tribes and tribal organizations only, official documentation that all participating mental health/substance abuse treatment provider organizations: 1) comply with all applicable tribal requirements for licensing, accreditation, and certification; OR 2) documentation from the tribe or other tribal governmental unit that licensing, accreditation, and certification requirements do not exist.

Aun O'neen for Martin Waukazoo
Signature of Authorized Representative

4/4/13
Date

OAKLAND CENTER 2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	OAKLAND CENTER 3124 International Blvd. Oakland, CA 94601 Community Wellness PH (510) 434-5421	SAN FRANCISCO CENTER 160 Capp Street San Francisco, CA 94110 Medical PH (415) 621-8051 Dental PH (415) 621-8056 Community Wellness PH (415) 621-4371 PH (415) 503-1046 Women, Infants & Children PH (415) 621-7574	RICHMOND CENTER 260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	ADMINISTRATIVE OFFICES 1151 Harbor Bay Pkwy. Suite 201-Fiscal Suite 203-Administration Alameda, CA 94502 PH (510) 747-3030
--	--	---	---	---

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

1700 K STREET
SACRAMENTO, CA 95811-4037
TTY/TDD (800) 735-2929
(916) 445-1943



July 12, 2012

Ms. Serena Wright, MPH
Director of Community Wellness Department
Native American Health Center, Inc.
3124 International Boulevard
Oakland, CA 94601

RE: Native American Health Center SAMHSA Grant TI-12-007

Dear Ms. Wright:

I am writing in support of the Native American Health Center's (NAHC) application for a federal grant to help expand outpatient and residential substance abuse services focusing on American Indian and Alaska Native people throughout the San Francisco Bay Area at high risk for HIV infection.

As the Native American technical assistance contractor for the Department of Alcohol and Drug Programs, NAHC has consistently worked to improve alcohol and other drug (AOD) prevention, treatment, and recovery services to Native people in California. Through statewide campaigns, NAHC has increased the accessibility and quality of AOD services to the Native community, including specialized services for Native women of child bearing age and their families.

I especially applaud NAHC's work to provide vital HIV counseling, testing, and referral; Hepatitis testing; and substance abuse treatment and recovery services and resources for a population that has been historically under represented and under funded. NAHC has helped to alleviate the shortage to the Native community by providing culturally competent and coordinated systems of care. The effort to expand these services throughout the San Francisco Bay Area for Native people at high risk of HIV infection will help to ensure the health and safety of all Californians.

With kindest regards,

A handwritten signature in black ink.

MICHAEL S. CUNNINGHAM
Acting Director

MSC:RD



DO YOUR PART TO HELP CALIFORNIA SAVE ENERGY
For energy saving tips, visit the Flex Your Power website at
<http://www.fypower.org>



ALCOHOL, DRUG & MENTAL HEALTH SERVICES
MARYE L. THOMAS, M.D., DIRECTOR

2000 Embarcadero Cove, Suite 400
Oakland, California 94606
(510) 567-8100 / TTY (510) 533-5018

January 31, 2011

Ethan Nebelkopf, PhD
Director, Behavioral Health, Family & Child Guidance Clinic
Native American Health Center, Inc.
3124 International Boulevard
Oakland, CA 94601

Dear Dr. Nebelkopf,

The Native American Health Center has an excellent track record in providing integrated health care, linking medical, mental health, and substance abuse services in Alameda County to a much underserved population. Alameda County Behavioral Health Care Services is committed to reducing disparities for the Native American population.

The Native American Health Center's innovative, comprehensive, holistic approach encompasses both treatment and prevention for youth and adults with funding from federal, state, and county sources. The Native American Health Center provides a seamless continuum of care at a one stop shop. The holistic system of care has been adapted to suicide prevention, mental health promotion and early intervention, alcohol and drug prevention, and treatment for special populations, such as Native American men and women, families, homeless, men who have sex with men, and IV drug users.

The need for treatment and prevention for Native American adults and youth is consistent with the priorities of Alameda County. The Native American holistic model is consistent with our strategic plan to reduce disparities in health care. We support federal funding to increase resources for Native Americans in Alameda County.

Sincerely,

Marye L. Thomas, MD
Director, Alameda County Behavioral Health Care Services



A Department of Alameda County Health Care Service Agency



ALCOHOL, DRUG & MENTAL HEALTH SERVICES
MARYE L. THOMAS, M.D., DIRECTOR

2000 Embarcadero Cove, Suite 400
Oakland, California 94606
(510) 567-8100 | TTY (510) 533-5018

May 10, 2012

Serena Wright
Interim Director
Community Wellness Department
Native American Health Center
3124 International Blvd
Oakland, CA 94601

RE: SAMHSA Grant Application - Primary and Behavioral Health Care Integration, SM-12-008

Dear Ms. Wright,

This is a support letter for the Native American Health Center, Inc. in its application for SAMHSA-CMHS Primary and Behavioral Health Care Integration. I have worked with the Native American Health Center, Inc. in a professional capacity for many years. The Community Wellness Department currently provides mental health and substance abuse prevention and treatment services to Native Americans in Alameda County within a culturally competent framework for Native people. The Native American Health Center, Inc. and Alameda County Behavioral Health Care Services (ACBHCS) are committed to increasing integration of primary medical services into its behavioral health programming by providing comprehensive wraparound services for Native American and other indigenous people with or at risk for serious mental illness.

I fully support the Native American Health Center's proposal to SAMHSA, entitled Sweetgrass, as it will provide vital integrated health home, social and family support services for a population that is largely underserved, and often marginalized for funding due to inadequate data collection, insensitive and culturally incompetent services and lack of coordinated systems of care. ACBHCS will continue our efforts to provide culturally competent services to high-risk Native youth in the San Francisco Bay Area and we will continue to collaborate with others in addressing the needs of Native American families and their children.

Since yours,

Marye L. Thomas, MD, Director
Alameda County Behavioral Health Care Services



MEMORANDUM OF UNDERSTANDING

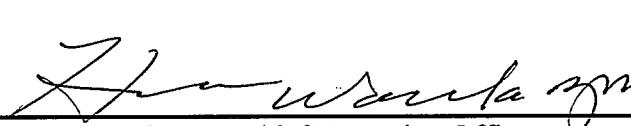
May 15, 2012

The Native American Health Center (NAHC) and Friendship House Association of American Indians (FH) are urban Indian organizations that have an outstanding track record in improving the quality of lives for Native Americans by providing culturally relevant substance abuse and mental health services developed through input from the target population. These agencies have established linkages for over twenty years, and have been leaders in developing substance and mental health programs for the American Indian/Alaska Native community the San Francisco Bay Area. This local recovery oriented holistic system of care integrates primary medical care with mental health, and substance abuse services, linking treatment with prevention efforts.

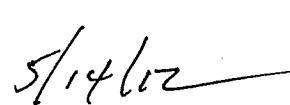
Friendship House Association of American Indians, Inc, is a 501(c)(3) tax exempt non profit organization, incorporated in 1973 to serve American Indians who relocated from their reservations to the San Francisco Bay Area. The mission of Friendship House is to promote healing and wellness in the American Indian community by providing a continuum of substance abuse prevention, treatment, and recovery services that integrate the tradition American Indian healing practices and state-of-the-art substance abuse treatment methods. FH is a licensed and certified as a residential treatment program by the State of California Department of Alcohol and Drug Programs, and is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). The FH American Indian Lodge also provides residential services for women and their children.

The Native American Health Center is a Federally Qualified Health Center (FQHC) and is licensed in California as a Community Clinic in both Oakland and San Francisco, as well as a 501(c)(3) tax exempt non profit Urban Indian organization with funding from Indian Health Service. NAHC provides a full range of primary medical, women's health, dental, pediatrics, substance abuse, mental health, HIV/AIDS care, and youth services.

NAHC will subcontract with FH to perform a scope of work as part of the *Sweetgrass* project. The grant program is Primary and Behavioral Health Care Integration, SM-12-008. FH will participate in the project by providing access to community, social support and recovery services, referral, case management and care coordination of their clients through our system of care, and partner to promote health and provide prevention services to prevent and mitigate the onset of mental illness for the urban Indian community.



Helen Waukazoo, Chief Executive Officer
Friendship House Association of American Indians, Inc.



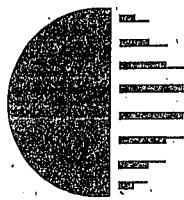
Date



Martin Waukazoo, Chief Executive Officer
Native American Health Center, Inc.



Date



Community Health Center Network

Setting the standard for Community Health Care

May 18, 2012

Serena Wright
Interim Director, Community Wellness Department
Native American Health Center
3124 International Blvd
Oakland, CA 94601

RE: SAMHSA Grant Application - Primary and Behavioral Health Care Integration, SM-12-008

Dear Ms. Wright,

This is a support letter for the Native American Health Center, Inc. in its application for SAMHSA-CMHS Primary and Behavioral Health Care Integration. The Community Health Center Network (CHCN) is committed to supporting NAHC in implementing Electronic Health Records and becoming a health home. CHCN fully supports this proposal to SAMHSA to integrate primary care services into community mental health services.

The Community Health Center Network is a partnership of community health centers committed to enhancing our ability to provide comprehensive, quality health care in a manner respectful of community traditions and values. CHCN was formed in 1996 by seven community health centers based in Alameda County, California. The health centers created CHCN to more effectively participate in newly launched state managed care programs.

Today, CHCN has expanded to provide practice management services, staff training through CHCN University, and has organized collaborative projects among CHCN health centers and with other health partners. Through this organized collaborative, of which Native American Health Center is part, CHCN has contracted with NextGen to purchase their Practice Management and Electronic Health Records system for collaborating clinics. CHCN plays a key role in supporting the agency in implementation by coordinating vendor contracting and issues escalation, providing collaborative working groups for the development of systems and template, policy updates, and providing technical assistance to help NAHC achieve Meaningful Use.

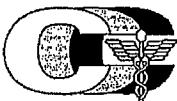
On July 1, 2011, Alameda County launched the HealthPAC program for uninsured Alameda County residents. HealthPAC expands upon current services by drawing down federal funding made available through the Medicaid 1115 Waiver. The program is available to all Alameda County residents whose income is under 200% of the Federal Poverty Level. CHCN provides support to these clinics as they implement HealthPAC, which emphasizes the integration of primary and behavioral health care services.

CHCN is a dedicated partner with Native American Health Center as it improves its billing systems, integrates services, and transitions to Electronic Health Records. We are committed to supporting the agency as it moves forward in the health care reform process, improving integration of primary and behavioral health, and preparing to become a dedicated health home.

Sincerely yours,

Ralph Silber
Chief Executive Officer

101 Callan Avenue, Suite 300 • San Leandro, California 94577



San Francisco Community Clinic Consortium

1550 Bryant Street, Suite 450 • San Francisco, CA 94103 • Phone 415/355-2222 • Fax 415/865-9960 • www.sfccc.org

May 10, 2012

Serena Wright
Interim Director
Community Wellness Department
Native American Health Center
3124 International Blvd.
Oakland, CA 94601

RE: SAMHSA Grant Application - Primary & Behavioral Health Care Integration, SM-12-008
Native American Health Center

Dear Ms. Wright:

This is written on behalf of San Francisco Community Clinic Consortium (SFCCC), to lend our enthusiastic support to the Native American Health Center's SAMHSA-CMHS grant application for Primary and Behavioral Health Care Integration.

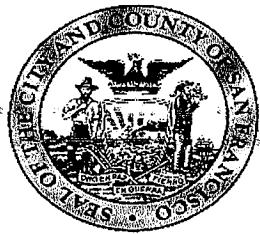
NAHC is a valued charter member of SFCCC, which is a partnership of ten community clinics that serve more than 90,000 primarily low-income and uninsured patients annually. As SFCCC's President and Chief Executive Officer, I can attest to the commitment, compassion, and expertise that NAHC demonstrates in meeting the needs of the Native American community in the San Francisco Bay Area. SFCCC is the HRSA-funded Health Care for the Homeless grantee and Ryan White Part C Early Intervention Services (EIS) grantee for San Francisco, and contracts with NAHC for the provision of comprehensive services to both homeless and HIV/AIDS patients. SFCCC conducts annual independent Continuous Quality Improvement (CQI) site visits/chart audits at each of its partner clinics, and NAHC has consistently earned the highest ratings for the quality of care that it provides to its patients.

NAHC's Community Wellness Department currently provides mental health and substance abuse prevention and treatment services to Native Americans in San Francisco within a culturally competent framework for Native people. Further integration of primary and behavioral health care is essential to effectively serving these populations and NAHC's other multiply diagnosed, complex patients. SFCCC is working with its partner clinics to become patient-centered health homes, and SFCCC is committed to supporting NAHC in becoming a health home for Native American and other indigenous populations in San Francisco.

Best wishes for a successful application.

Sincerely,

John Gressman
President & CEO



San Francisco Department of Public Health

Emily B. Gerber, Ph.D.

Community Behavioral Health Services

Child, Youth & Family System of Care

Ed Lee
Mayor

May 13, 2012

Serena Wright, MPH
Interim Director
Community Wellness Department
Native American Health Center
3124 International Boulevard
Oakland, CA 94601

RE: SAMHSA Grant Application for Primary and Behavioral Health Care Integration, SM-12-008

Dear Ms. Wright,

This is a support letter for the Native American Health Center in its application for SAMHSA-CMHS Primary and Behavioral Health Care Integration project. The Child, Youth & Family System of Care (CYF SOC) has worked with the Community Wellness Center (formerly the Family & Child Guidance Clinic) of the Native American Health Center, Inc. in a professional capacity for many years. The Community Wellness Department currently provides mental health and substance abuse prevention and treatment services to children and youth in San Francisco within a culturally competent framework for Native people. The Native American Health Center (NAHC) provides these behavioral health services within an integrated context along with primary medical and dental services. NAHC and the San Francisco Department of Public Health's CYF SOC have an established collaboration to expand the range and type of services provided to the urban indigenous community.

I fully support the Native American Health Center's proposal to SAMHSA, entitled *Sweetgrass*, as it will provide vital integrated health home, social and family support services for a population that is largely underserved, and often marginalized for funding due to inadequate data collection, insensitive and culturally incompetent services and lack of coordinated systems. As partners with the Community Wellness Center, CYF SOC will continue to advocate for, support and participate in efforts to provide culturally competent services to high-risk Native children, youth and families in San Francisco.

Sincerely,

Emily Bliss Gerber, Ph.D.

San Francisco Community Behavioral Health Services

email: emily.gerber@sfdph.org

1380 Howard St., 5th Floor, San Francisco, CA 94103 Phone: (415) 255-3448 Fax: (415) 255-3567

City and County of San Francisco
Mayor Edwin Lee



Department of Public Health
Barbara A. Garcia, MPA
Director of Health

July 18, 2012

Serena Wright, MPH
Director of Community Wellness Department
Native American Health Center, Inc.
3124 International Boulevard
Oakland, CA 94601

Re: Native American Health Center, Circle of Healing HIV Program

Dear Ms. Wright,

As the Acting Director of HIV Prevention for the San Francisco Department of Public Health (SFDPH), I am pleased to provide this letter of support for the Native American Health Center, Inc. (NAHC) in its application to expand HIV services offered by the Circle of Healing. The Circle of Healing provides much needed HIV testing, prevention, treatment, and referral services within a culturally competent framework for Native people. The NAHC is working to retain HIV testing services at the San Francisco site and expand substance abuse treatment for Native people at high-risk for HIV.

The SFDPH HIV Prevention Section contracts with HIV prevention agencies in San Francisco, and we recognize the urgent need to further interventions that address HIV risk among local Native communities. The Native American Health Center is a part of our HIV testing network and the organization has been a long-time partner of our HIV Prevention Planning Council, participating regularly in Council meetings. The NAHC's work provides vital HIV counseling, testing and referrals, hepatitis testing, and substance abuse treatment and recovery services and resources for a population that is largely underserved and often marginalized for funding due to inadequate data collection and an overall lack of culturally competent services and coordinated systems of care.

The SFDPH HIV Prevention Section strongly supports NAHC's efforts to provide culturally competent services to high-risk Native people in San Francisco. We look forward to the funding of its application for expanded HIV services and wish NAHC every success in the preparation and subsequent submittal of its proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracey Packer".

Tracey Packer, MPH
Acting Director of HIV Prevention
San Francisco Department of Public Health

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

ALEX BRISCOE, Director



AGENCY ADMIN. & FINANCE

1000 San Leandro Boulevard, Suite 300

San Leandro, CA 94577

Tel: (510) 618-3452

Fax: (510) 351-1367

May 17, 2012

Serena Wright
Interim Director
Community Wellness Department
Native American Health Center
3124 International Blvd
Oakland, CA 94601

RE: SAMHSA Grant Application - Primary and Behavioral Health Care Integration, SM-12-008

Dear Ms. Wright,

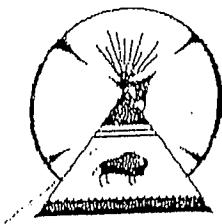
This is a support letter for the Native American Health Center, Inc. in its application for SAMHSA-CMHS Primary and Behavioral Health Care Integration. I have worked with the Native American Health Center, Inc. in a professional capacity for many years. The Community Wellness Department currently provides mental health and substance abuse prevention and treatment services to Native Americans in Alameda County within a culturally competent framework for Native people. The Native American Health Center, Inc. is committed to increasing integration of primary medical services into its behavioral health programming by providing comprehensive wraparound services for Native American and other indigenous people with or at risk for serious mental illness.

The Alameda County Health Care Services Agency provides funding for medical, behavioral health and emergency dental services for medically indigent patients to the Native American Health Center under the HealthPAC program. My agency is committed to supporting NAHC in becoming a health home for Native American and other indigenous populations in Alameda County. We will support the integration of systems and care for NAHC by continued funding to support the integration of behavioral health services in a primary care setting for the medically indigent in Alameda County.

On behalf of the Alameda County Health Care Services Agency, I fully support your proposal to SAMHSA to integrate primary care services into your community mental health services.

Sincerely yours,

Alex Briscoe, Director
Health Care Services Agency



Native American Health Center, Inc.

OAKLAND • SAN FRANCISCO • ALAMEDA
3124 International Boulevard • Oakland, California 94601
PH: 510-747-3030 • FX: 510-748-0116 • www.nativehealth.org

Memorandum of Understanding

Between the Native American Health Center, Oakland and San Francisco, and the
Department of Veterans Affairs Northern California Health Care System and the
Department of Veterans Affairs Medical Center San Francisco

Purpose and Background

The purpose of this agreement is to document the intention to work in a collaborative manner between these three entities in order to benefit and serve Native American Veterans and their families. This is in support of the Indian Health Service (IHS) mission to raise the physical, mental and spiritual health of American Indians and Alaska Natives. The IHS goal is to assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indian and Alaska Native people.

The agreement reflects the federal agreement between the Department of Veterans Affairs and the Department of Health and Human Services dated February 25, 2003. The stated goal of the MOU is to use the strengths and expertise of our organizations to deliver quality health care services and enhance the health of American Indian and Alaska Native veterans.

Actions

The Native American Health Center (NAHC) and the medical facilities of the Department of Veterans Affairs Northern California Health Care System (VANCHCS), and the Department of Veterans Affairs Medical Center San Francisco (VAMCSF) agree to the following goals:

1. Orientation of staff to the services provided by the other agency and to provide referrals of clients as appropriate between the two organizations.
2. The NAHC will offer health promotion and disease prevention services as appropriate for a primary care clinic, including low-cost Native American membership in the Healthy Nations Wellness Center for exercise classes and physical fitness training.
3. The Family and Child Guidance Clinic of the NAHC will accept referrals for culturally appropriate counseling, and alcohol/substance abuse prevention and treatment services.

NAHC & VA Memorandum of Understanding
Page 2

4. The Centers will explore additional opportunities for collaboration and services to the Native American population in Oakland and San Francisco.

Effective Period

The NAHC, VANCHCS and VAMCSF agree to review this MOU annually and to revise it in a manner that meets their mutual purpose.

For Native American Health Center

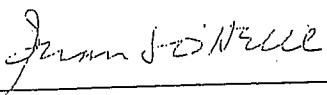


Martin Waukazoo
Chief Executive Officer

9/6/07

Date

For Department of Veterans Affairs Northern California Health Care System

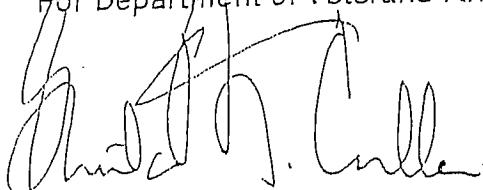


Brian J. O'Neill, M.D.
Director

8/22/07

Date

For Department of Veterans Affairs Medical Center San Francisco



Sheila Cullen
Director

8/28/07

Date



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC
HEALTH/COMMUNITY BEHAVIORAL HEALTH SERVICES/CHILD, YOUTH AND
FAMILY SYSTEM OF CARE,**

NATIVE AMERICAN HEALTH CENTER,

INSTITUTO FAMILIAR DE LA RAZA,

FRIENDSHIP HOUSE ASSOCIATION OF AMERICAN INDIANS, INC.,

**CITY AND COUNTY OF SAN FRANCISCO HUMAN SERVICES AGENCY/FAMILY AND
CHILDREN'S SERVICES DIVISION,**

CITY AND COUNTY OF SAN FRANCISCO JUVENILE PROBATION DEPARTMENT,

AND

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

I. PURPOSE

The purpose of this Memorandum of Understanding is to create a collaborative intake, referral, and service process for children, youth and families served through Urban Trails San Francisco. Under this collaborative process, public agency partners will provide referrals, participate in child and family team meetings at the request of families, attend cross agency trainings, and assist Urban Trails San Francisco in meeting federal grant evaluation and financial match requirements. Community agency partners will provide behavioral health treatment services to American Indian (AI), Alaska Native (AN) and other Indigenous children and youth facing serious emotional and behavioral health challenges.

II. OBJECTIVES

The objectives of the collaborative Urban Trails San Francisco intake, referral and service process include:

- A. Child welfare workers, mental health treatment providers, substance abuse treatment providers, probation officers, Wellness Program and school support services staff, teachers and medical/dental practitioners will be able to access culturally competent wraparound support services for San Francisco's AI/AN/ other Indigenous children and youth with or at risk of serious emotional and behavioral health challenges;
- B. San Francisco children or youth, ages 0 through 21, as well as their families, will receive more timely wraparound support services that best meet their needs;
- C. Community-based organizations and families will be able to make referrals through the uniform intake and referral process; and
- D. Interagency collaboration will be strengthened.

III. PROCESS SCREENING CRITERIA

Each public agency will utilize its own eligibility determination and assessment processes in deciding whether to refer an eligible child or youth to the Urban Trails San Francisco for wraparound services.

Public agencies should consider these criteria in determining client eligibility for Urban Trails San Francisco wraparound services. Eligibility criteria include all of the following:

- A. Children, youth and their families must self-identify as AI/AN/Indigenous;
- B. Children and youth must be between the ages of 0 and 21 years old;
- C. Children, youth and their primary caregiver(s) must be San Francisco residents; and
- D. Children and youth must have been diagnosed with or is at risk of being diagnosed with a serious emotional or behavioral health challenge.

IV. CASE-SPECIFIC INTERAGENCY COMMUNICATION

Referral sources will be notified of intakes once they have been completed if caregivers consent to this notification. A child and family team meeting will be scheduled within 30 days of intake to develop a care plan. Driven by youth and caregiver requests, relevant representatives from each signatory agency will participate in child and family team meetings as permitted by the family. Upon child and family team determination of successful completion of goal(s), Urban Trails San Francisco staff will notify referring agencies of an expected discharge at least 30 days prior to plans for discharge.

V. STAFF TRAINING

Each signatory agency agrees to participate in cross agency training as needed in order to educate and train staff about the provision of culturally competent services and administrative processes for San Francisco's AI/NA and other Indigenous children, youth, and families. While each signatory agency will determine which staff will attend the training, it is recommended that the following staff attend:

- Senior program managers;
- Child welfare workers and supervisors;
- Mental health treatment providers;
- Substance abuse treatment providers;

- Special education teachers;
- Wellness Program and other school support services staff;
- SFUSD Parent Engagement Office staff;
- Probation officers;
- Youth workers;
- Medical and dental practitioners.

VI. YOUTH AND FAMILY INVOLVEMENT IN SERVICES

Youth and families will play an important role in the planning and delivery of wraparound services. Not only will youth and caregivers be asked to provide consent to participate in services through Urban Trails San Francisco, they also will be involved as leaders in the planning and coordination of those services. In addition, caregivers will be asked to provide consent to enable the sharing of information among child and family team members in order to support their child's behavioral health treatment goals.

In addition, youth and families will be supported to meet care plan goals. Members of the Urban Trails San Francisco Family Involvement Team (The Blanket Weavers) and Youth Task Force (Native R.E.A.C.H. Council) will be available at the request of families to help ensure that youth and family voice is heard throughout Urban Trails San Francisco service process.

VII. EVALUATION

Signatory agencies to this Memorandum of Understanding agree to work together in collecting and sharing data required for the SAMHSA System of Care Grant Services and Costs Study, as well as any local program evaluations that the signatories may wish to undertake.

The Urban Trails San Francisco evaluation team will provide signatories both profiles and characteristics of children and youth served and annual evaluation reports which may include baseline analyses, archival data analyses, challenges to data collection, process evaluation results, recommendations, or any other information which is requested by the signatories or pertinent to our joint success with this project.

In addition, regular evaluation progress reports will be provided at quarterly meetings of the Urban Trail San Francisco Governing Body.

VIII. FINANCIAL MATCH

Signatory agencies to this Memorandum of Understanding agree to provide cash or in-kind financial resources, documentation of non-federal grants received, and/or documentation of hours of agency staff participation in system of care activities in order to collaboratively meet annual federal financial match requirements for this project.

IX. TERMS OF AGREEMENT

The terms of this Memorandum of Understanding shall commence May 6, 2011, and shall continue until modified or terminated by signatories.

Suzie Clark
DIRECTOR
COMMUNITY BEHAVIORAL HEALTH SERVICES,
CHILD, YOUTH AND FAMILY SYSTEM OF CARE
DEPARTMENT OF PUBLIC HEALTH

6/2/2011
DATE

Nes
EXECUTIVE DIRECTOR
SAN FRANCISCO NATIVE AMERICAN HEALTH CENTER

6/6/11
DATE

Alex Garcia
EXECUTIVE DIRECTOR
INSTITUTO FAMILIAR DE LA RAZA

5/16/2011
DATE

Hal Varney
CHIEF EXECUTIVE OFFICER
FRIENDSHIP HOUSE ASSOCIATION OF AMERICAN INDIANS, INC.

6/6/2011
DATE

Debby Vets
DEPUTY DIRECTOR
HUMAN SERVICES AGENCY
FAMILY AND CHILDREN'S SERVICES DIVISION

5/13/11
DATE

Whitney Zimmerman
CHIEF PROBATION OFFICER
JUVENILE PROBATION DEPARTMENT

5/16/11
DATE

Karen J. H.
ASSOCIATE SUPERINTENDENT
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

5/10/11
DATE

Memorandum of Understanding Among Stakeholders of the Bay Area Collaboration of American Indian Resources

A. BACAIR Mission

The mission of the Bay Area Collaboration of American Indian Resources (BACAIR) is to ensure culturally appropriate resources and a permanent connection for American Indian / Alaska Native families in the child welfare system while providing wellness, cultural support, and restoration to families at risk; through collaboration, advocacy, and education.

B. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between the stakeholders of the Bay Area Collaboration of American Indian Resources (BACAIR) to provide advocacy, education, and appropriate intervention services for American Indian / Alaska Native families residing in the greater San Francisco Bay Area. Current participating counties are Alameda and San Francisco.

C. Responsibilities

The stakeholders in BACAIR mutually agree, in accordance with their own agency regulations and laws:

- a. To meet at least bi-monthly (every other month) to discuss current trends and needed services for American Indian / Alaska Native families in participating counties.
- b. To establish a list of representative members from each of the partner agencies for the purposes of equal representation of stakeholder organizations.
- c. To share aggregate data if available about ICWA families for the purposes of tracking the effectiveness of collaboration and outcomes to the Native community in a manner that adheres to the strictest confidence and honors the client relationship.
- d. To engage in sound Child Welfare regulation practices for protection and preservation of American Indian / Alaska Native cultural foundation for children entering the child welfare system and to prevent the breakup of the Indian family, including families that have not yet been determined to be ICWA eligible.
- e. To develop sound policies and practices related to the Indian Child Welfare Act.
- f. To ensure that at least one member agency representative is designated and available for appropriate family team meetings including Team Decision Meetings (TDM), when provided adequate notice to attend.
- g. To participate in opportunities for cross system planning, development, staff training and program implementation activities.

D. Statement of No Financial Obligation

There is no compensation payable in connection with this agreement. Additional separate agreements for compensation may be entered into independent of this agreement.

E. Establishment of Cooperative Agreements

The stakeholders are encouraged to enter into cooperative agreements to coordinate and implement ICWA related services in their respective agencies.

F. Amendments

This MOU may be amended at any time by mutual agreement of the stakeholders in writing.

G. Term

The term of this agreement begins on the last date signatures are obtained, and terminates on December 31, 2011. This agreement will automatically be renewed for successive calendar year periods beginning on January 1, 2012, unless terminated as provided herein. Any stakeholder in this agreement may remove itself from this MOU upon thirty (30) days written notice to the other stakeholders.

Memorandum of Understanding Among Stakeholders of the Bay Area Collaboration of American Indian Resources

H. Confidentiality

The parties to this agreement shall keep all confidential information that is exchanged between them in the strictest confidence, in accordance with all Federal and State laws and regulations.

I. Independent Capacity

It is understood that all stakeholders in BACAIR are independent entities, and that no employer-employee relationship exists between the parties. Each agency assumes exclusive responsibility for the acts of their employees, agents and subcontractors, as they relate to the services provided during the course and scope of this agreement. None of the parties of this MOU is relinquishing any authority, responsibility, or duty as required by law, regulation, policy, or directive.

J. Disputes

If a dispute arises from this agreement involving interpretation, implementation or conflict of policy or procedures, the parties shall meet to resolve the dispute within applicable governing policies, State, and Federal law. To the extent possible, all parties shall ensure that any dispute will not disrupt the delivery of services to American Indian / Alaska Native families.

K. Entire Agreement

No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any terms and conditions of this MOU.

IN WITNESS WHEREOF, the stakeholders have executed this MOU as of February 2, 2011.

Commitment to Collaborate

Bay Area Indian Child Welfare Collaborative

We are supportive of a collaborative approach to service delivery by the child welfare agencies in the Bay Area. We believe American Indian / Alaska Native children and families will benefit from the coordination of Bay Area Native service providers.

To achieve this Collaboration we are committed to:

- A Common Vision – Native American children and families live in communities that are safe and healthy, and families and communities are empowered through Native American culture and tradition, keeping the Native American spirit alive and strong.
- A Shared Mission – Honoring Native American children and families in their life journey by restoring a grandmother model of healing through the commitment and collaboration of elders, youth, community leaders and organizations.
- Values and Beliefs that provide the foundation for working collaboratively and for serving children and families together.
- Actively participating in achieving common goals and objectives:
 - Building the Collaboration: To build a strong collaborative approach to deliver culturally appropriate services to American Indian/ Alaska Native Children and Families in the Bay Area.
 - Public Awareness and Advocacy: Create awareness and education about Native American children & families, the issues they face, their needs, ICWA, and resources available.
 - Access to Services – To ensure AI/AN children and youth in the Bay area live in supportive communities, know the services available and how to access the services.
 - Service Quality - To improve and expand quality services to community, families, foster families, and in youth.
 - Resource Development: To secure funding to sustain the collaborative service delivery system.
 - Evaluation: To continually evaluate and reassess the collaborative, the services, and the approach in meeting the outcomes.

We understand that effective collaboration is the result of hard work, commitment, communication and a focus on the vision.

We will work in the best interest of American Indian / Alaska Native children and families in the Bay Area through building a strong, healthy collaboration.

(Signed by all Collaborators)



1600 9th Street, Sacramento, CA 95814
(916) 651-9524

May 25, 2011

Ethan Nebelkopf, Ph.D.
Executive Director
Native American Health Center
3124 International Blvd.
Oakland, CA 94601

Dear Dr. Nebelkopf,

Congratulations on your efforts in applying for additional resources for the Native American Health Center (NAHC). Having worked closely with your organization, I am glad to provide you with a letter representing our Office's full support of your application to obtain a Center for Substance Abuse Prevention Strategic Framework State Prevention Enhancement (SPE) Grant. Recognizing that you are concluding a five-year Strategic Prevention Framework (SPF) State Incentive Grant that has targeted urban Native Americans in Oakland, San Francisco, San Jose, and Sacramento, the SPE Enhancement grant would be a valuable one-year grant that will focus upon urban Native Americans throughout the state.

Your agency has long been recognized by the California Department of Mental Health (DMH) as providing valuable input on state behavioral health plans concerning substance abuse and mental health; NAHC is a leader in understanding culturally-based mental health issues and implications for treatment and prevention. In addition to the years of collaboration between our Office and your agency, NAHC has a contract with DMH's Office of Multicultural Services to identify community defined practices for the Native American communities of California, and will use these practices to contribute to the development of a statewide strategic plan aimed at reducing mental health disparities for unserved, underserved, and inappropriately served communities in California. I understand that NAHC also has another contract with California Department of Alcohol and Drug Programs to provide statewide training to American Indian organizations who request technical assistance in the area of substance use treatments and interventions. Our Office will be available to provide consultative services to your Tribal Epidemiological Workgroup as needed, working with your team to identify meaningful and reliable sources of substance abuse consumption and consequence data on this population.

Again, my Office fully supports your application to SAMHSA. Thank you for your many years of excellent services to the Native American community.

Sincerely,

Marina Castillo-Augusto

Marina Castillo-Augusto, MA
Acting Chief, Office of Multicultural Services
California Department of Mental Health

ALAMEDA COUNTY MEDICAL CENTER



*Highland Hospital Campus Fairmont Hospital Campus
John George Psychiatric Pavilion
Ambulatory Health Care Services*

May 18, 2012

Serena Wright
Interim Director
Community Wellness Department
Native American Health Center
3124 International Blvd
Oakland, CA 94601

RE: SAMHSA SM 12-008 Grant Primary and Behavioral Health Care Integration, SM-12-008

Dear Ms. Wright,

This is a support letter for the Native American Health Center, Inc. in its application for SAMHSA-CMHS Primary and Behavioral Health Care Integration grant. Alameda County Medical Center works with the Native American Health Center, Inc. as a provider of comprehensive acute care, specialty physician, emergency medicine, trauma care, acute psychiatric, acute rehabilitation, and skilled nursing services to patients whose medical home is the Native American Health Center.

The Community Wellness Department currently provides mental health and substance abuse prevention and treatment services to Native Americans in Alameda County within a culturally competent framework for Native people. The Native American Health Center, Inc. is committed to increasing integration of primary medical services into its behavioral health programming by providing comprehensive wraparound services for Native American and other indigenous people with or at risk for serious mental illness.

Alameda County Medical Center's role as the public hospital and safety net provider to all residents of Alameda County includes a need for the Native American Health Center to maintain and expand the integration of primary and behavioral health services so that our common goals to maintain good population health and prevent serious behavioral health conditions by early intervention can be achieved.

Sincerely,

Warren Lyons, FACHE
Chief Strategy and Integration Officer

Copy: Benita McLarin, Vice President Ambulatory Care
Guy Qvistgaard, Administrator, John George Psychiatric Pavilion
Patricia Barrera, JD, Director, Legislative Affairs and Community Advocacy



Attachment 2

Web Link to Data Instrument/Protocol

For GPRA:

<https://www.samhsa-gpra.samhsa.gov/CSAT/System.aspx?stateMachineStateName=CSAT>

For NOMs—TRAC System:

<https://www.cmhs-gpra.samhsa.gov/TracPRD/default.aspx>

OAKLAND CENTER 2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	OAKLAND CENTER 3124 International Blvd. Oakland, CA 94601 Community Wellness PH (510) 434-5421	SAN FRANCISCO CENTER 160 Capp Street San Francisco, CA 94110 Medical PH (415) 621-8051 Dental PH (415) 621-8056 Community Wellness PH (415) 621-4371 PH (415) 503-1046 Women, Infants & Children PH (415) 621-7574	RICHMOND CENTER 260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	ADMINISTRATIVE OFFICES 1151 Harbor Bay Pkwy. Suite 201—Fiscal Suite 203—Administration Alameda, CA 94502 PH (510) 747-3030
--	--	---	---	---



Informing Materials – Behavioral Health Services

Welcome to the Native American Health Center. The person who welcomes you to services will go over the following materials with you. You will be given this packet to take home to review whenever you want, and **will be asked to sign the last page of this packet to indicate what was discussed and that you received the materials.** The provider will keep the original signature page. Providers of services are also required to notify you about the availability of certain materials in this packet every year, and the last page of this packet has a place for you to indicate when those notifications happen.

Knowing and understanding your rights and responsibilities helps you get the care you deserve.

Your signature on the last page of this packet gives your consent for voluntary mental health treatment services with this provider. If you are the legal representative of a beneficiary, your signature provides that consent.

Your consent for services also means that this provider has a duty to inform you about their recommendations of care, so that you make a knowledgeable decision about your participation in services and know their relevance to your wellness. In addition to having the right to stop services at any time, you have the right to refuse to use any recommendations, psychological interventions, or treatment procedures.

Native American Health Center may have an additional consent forms for you to sign that describes in more detail the kinds of services you might receive. These services may include, but are not limited to: assessments; evaluations; crisis intervention; psychotherapy; case management; rehabilitation services; medication services; referrals to other behavioral health professionals; and consultations with other professionals on your behalf.



ADMISSIONS AGREEMENT/ INFORMED CONSENT TO TREATMENT

Here at the Native American Health Center we provide behavioral, dental and medical health care services. Our health program is an outpatient treatment program for the following: individual, family and couples therapy, substance abuse treatment, care coordination, case management, group therapy, educational groups, and traditional activities. Our dental and medical programs provide various services based on location.

Services Provided:

Behavioral Health: Family Therapy, Group Therapy, Individual Therapy, Traditional Healing Activities, Talking Circles, Support Groups.

Dental: Bridges, Cleanings, Dentures, Digital X-rays, Exams, Fillings, Root Canals, Whitening's, etc.

Medical: Adult Medicine, Pediatric care, Perinatal Care, Teen Health Care, Women's Health Care, etc.

Confidentiality: Confidentiality is a set of rules that is intact to protect your health and personal records, limiting their access to only those who need it. All information regarding your health will remain confidential and will not be shared with others outside the Native American Health Center without your consent.

There are conditions under which this confidentiality must be broken and information must be shared with the appropriate individuals. These conditions are as follows:

1. If you threaten to harm another person(s), that person(s) and/or the police must be informed.
2. When necessary, if you pose a serious threat to your own health and safety.
3. All instances of suspected child abuse must be reported.
4. All instances of suspected abuse of an elder/dependent adult must be reported.
5. If a court orders us to release your records, we must do so.

Native American Health Center operates as a patient care health home to ensure optimal care for its patients and clients. To better serve you, our services are integrated and providers/staff with patient care responsibilities share information about patients to improve care.

Fees: There will be no fees charged for services at the Community Wellness Department or School Based Health Center. Fees may be applied for services at the medical or dental clinics. It is NAHC policy to cover expenses by billing possible third-party sources such as Medi-Cal, Medicare, or Family PACT. You may be asked to screen for eligibility. For many types of services family income is not a factor in determining eligibility. If you are unable to make a scheduled appointment, call to cancel this appointment at least 24 hours ahead of time. If you miss three consecutive appointments without notice, you may be referred elsewhere for services.

Agreements:

1. You will be informed about the procedures in which you and/or your children will participate at the Native American Health Center, including length of treatment, confidentiality and exceptions to confidentiality, and nature of the treatment or other procedures. These procedures may include individual, group or family psychotherapy or counseling, substance abuse counseling, traditional counseling and psychological assessment.
2. Participation in therapeutic sessions and/or group(s) run by a counselor(s) from the Native American Health Center as a part of your treatment plan is voluntary. Information shared in the therapeutic sessions and/or group(s) is confidential. Anything shared outside the group(s) or sessions will need all participants' permission.
3. You may decline further participation at any time and with no consequences or repercussions.
4. Alcohol and/or drugs are not allowed on the premises.
5. Services will not be provided if you are intoxicated or under the influence of alcohol or drugs.
6. Physical or verbal abuse, such as acts of violence, threats of violence or intimidating behavior of any kind will not be permitted. Possession of guns, knives, or other weapons is not allowed at the program site. Disruptive, sexual, or other inappropriate behavior also will not be permitted.
7. You have a right to file a grievance by filling out the Client Complaint form that can be requested from the front desk.

Reasons for Termination of Services:

1. Participation in services while under the influence of drugs or alcohol.
2. Three consecutive no shows.
3. Failure to comply with any of the agreements listed above.



PARTICIPANT'S RIGHTS

Each participant shall have rights that include, but are not limited to the following:

1. The right to confidentiality as provided for in Title 42, Code of Federal Regulations, Part 2.
2. To be accorded dignity in contact with staff, volunteers, board members and other persons.
3. To be accorded safe, healthful, and comfortable accommodations on the premises to meet their needs.
4. To be free from verbal, emotional, physical abuse and/or inappropriate sexual behavior.
5. To be informed by the program of the procedures to file a grievance or appeal a discharge.
6. To be free from discrimination based on ethnic group identification, religion, age, sex, gender, color, or disability.

TRIBAL AFFILIATION

The Native American Health Center welcomes all people and provides services as needed. You will be asked about your tribal identity as part of the intake process. You will also be asked to provide documentation of your tribal identity, if you have it.

Documentation of tribal enrollment is NOT required for services offered in the Community Wellness Department, but may be required to determine eligibility for other types of services.

Information on tribal affiliation and enrollment is confidential and will be used solely for reporting purposes.

CONSENT TO FOLLOW UP

The Native American Health Center and its authorized personnel may need to follow up with you on the status of your health by mail, phone, or face-to-face contact even after services end. This contact may be after six months and at time of discharge.

Information gained in the follow-up interview is confidential. You may revoke this consent in writing at any time.

Consent to follow up is optional.

MAINTAINING A WELCOMING & SAFE PLACE

It is important to us that every member of the Native American Health Center feels welcomed for care exactly as they are. Please let us know if there is anything that is unwelcoming or makes you feel unsafe or disrespected. One way we help create safety is by having rules that ask everyone (providers and members) to have safe and respectful behaviors. These rules are:

- Respect people's privacy
- Be free of weapons of any kind
- Speak with courtesy towards others.
- Respect the property of others & this service
- Behave in safe ways towards yourself and others

Advanced Directive

If you are age 18 or older, the Mental Health Plan is required by law to inform you of your right to make health care decisions and how you can plan now for your medical care, in case you are unable to speak for yourself. Although not required, you have the right to make an Advance Directive. An Advance Directive allows you to plan for your medical care and communicate your medical preferences to people who need to know. At your request, you will be given an information sheet or booklet about Advance Directives, which describes its importance and relevant state laws regarding it.



Informing Materials -- Your Rights & Responsibilities **Acknowledgement of Receipt**

Consent for Services

As described on page one of this packet, your signature below gives your consent to voluntary behavioral, dental and medical health care services from this provider. If you are a beneficiary's legal representative, your signature gives that consent.

Informing Materials

Your signature also means that the materials marked below were discussed with you in a language or way that you could understand, and that you were given the packet for your records. You may request an explanation and/or copies of the materials again, at any time.

Initial Notification: Please mark the boxes below to show which materials were discussed with you at admission or any other time:

- Admissions Agreement/Informed Consent to Treatment
- Participant's Rights
- Tribal Affiliation
- Consent to Follow Up
- Notice of Privacy Practices (HIPAA document)

In signing my name below, agree to and acknowledge the following:

- I give my informed consent to treatment at the Native American Health Center (NAHC).
- I agree to actively engage in treatment while abiding by the admissions agreement.
- I understand that participation in services is voluntary.
- I understand that if I miss 3 appointments I may be referred elsewhere for services.
- I understand that information about my health is confidential.
- I understand that information may be shared with other providers for care coordination purposes.
- I understand that information may need to be shared for safety or legal reasons.
- I consent to invite follow-up contact from NAHC and understand that I can revoke consent at any time.
- I have received a copy of NAHC's Notice of Privacy Practices.

Client/Patient Name	Signature	Date
Additional Participant Name	Signature	Date
Parent/Guardian Name	Signature	Date
Staff Name	Signature	Date



April 3, 2013

Mr. Michael S. Cunningham
Acting Director
California Department of Alcohol and Drug Programs
1700 K Street, Fifth Floor,
Executive Office
Sacramento, CA 95811-4022
TEL (916) 445-1943
FAX (916) 324-7338

Re: SAMHSA-CSAT; RFP # TI-13-008; CFDA # 93.243

Dear Single State Authority

This letter is to inform the Single State Authority of the State of California Department of Alcohol and Drug Programs that the Native American Health Center, Inc. is submitting a grant application for federal funding from SAMHSA - CSAT.

If the Single State Authority wants to send any comments on the proposal, they must do so within 60 days of the application due date, April 10, 2013. State comments can be sent to the Director of Grant Review at the address below:

Diane Abbate, Director of Grant Review
Office of Financial Resources, SAMHSA
Room 3-1044, 1 Choke Cherry Road
Rockville, MD 20857 (USPS) or 20850 (overnight carrier)
Attention: SPOC FUNDING ANNOUNCEMENT No. TI-13-008

Sincerely,

Aun O'Leary for Martin Waukazoo

Martin Waukazoo
Chief Executive Officer
Native American Health Center, Inc.

OAKLAND CENTER	OAKLAND CENTER	SAN FRANCISCO CENTER	RICHMOND CENTER	ADMINISTRATIVE OFFICES
2950 International Blvd. Oakland, CA 94601 Medical/Dental PH (510) 535-4400	3124 International Blvd. Oakland, CA 94601 Community Wellness Dept. PH (510) 434-5421 Women, Infants & Children PH (510) 434-5300	160 Capp Street San Francisco, CA 94110 Medical / Dental PH (415) 621-8051 PH (415) 621-8056 Community Wellness Dept. / Healing Circle PH (415) 621-4371 PH (415) 503-1046 Women, Infants & Children PH (415) 621-7574	260 23rd Avenue Richmond, CA 94804 PH (510) 232-7020	1151 Harbor Bay Pkwy. Suite 201-Fiscal Suite 203 -Administration Alameda, CA 94502 PH (510) 747-3030



April 3, 2013

State of California
Grants Coordination / State Clearinghouse
Office of Planning & Research
P.O. Box 3044, Room 222
Sacramento, CA 95812-3044
Telephone: 916-445-0613
Fax: 916-323-3018

Re: SAMHSA-CSAT; RFP # TI-13-008; CFDA # 93.243

Dear Single Point of Contact,

This letter is to inform the Single Point of Contact of the State of California Grants Coordination / State Clearinghouse that the Native American Health Center, Inc. is submitting a grant application for federal funding from SAMHSA - CSAT.

If the Single Point of Contact wants to send any review and comments, they must do so within 60 days of the application due date, April 10, 2013. State comments can be sent to the Director of Grant Review at the address below:

Diane Abbate, Director of Grant Review
Office of Financial Resources, SAMHSA
Room 3-1044, 1 Choke Cherry Road
Rockville, MD 20857 (USPS) or 20850 (overnight carrier)
Attention: SPOC FUNDING ANNOUNCEMENT No. TI-13-008

Sincerely,

Aun O'Leary for Martin Waukazoo

Martin Waukazoo
Chief Executive Officer
Native American Health Center, Inc.

OAKLAND CENTER
2950 International Blvd.
Oakland, CA 94601
Medical/Dental
PH (510) 535-4400

OAKLAND CENTER
3124 International Blvd.
Oakland, CA 94601
Community Wellness Dept.
PH (510) 434-5421
Women, Infants & Children
PH (510) 434-5300

SAN FRANCISCO CENTER
160 Capp Street
San Francisco, CA 94110
Medical / Dental
PH (415) 621-8051 /
PH (415) 621-8056
Community Wellness Dept. /
Healing Center
PH (415) 621-4371
PH (415) 503-1046
Women, Infants & Children
PH (415) 621-7574

RICHMOND CENTER
260 23rd Avenue
Richmond, CA 94804
PH (510) 232-7020

ADMINISTRATIVE OFFICES
1151 Harbor Bay Pkwy.
Suite 201-Fiscal
Suite 203-Administration
Alameda, CA 94502
PH (510) 747-3030

NEXTGEN

HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

This Software License and Services Agreement ("Agreement") is made this **March 31, 2011** ("Effective Date") by and between NextGen Healthcare Information Systems, Inc., a California Corporation, (hereinafter referred to as "Company"), and:

CUSTOMER NAME: **Native American Health Center**

CUSTOMER ADDRESS: **1151 Harbor Bay Parkway, Suite 203, Alameda, CA 94502**

CUSTOMER TELEPHONE #: **510-981-4100**

PRIMARY E-MAIL ADDRESS: **martinw@nativehealth.org**

CUSTOMER TAX ID or EIN #: **[redacted]** Are You Tax Exempt Organization? **Yes**

(hereinafter referred to as "Customer", "You" and/or "Your").

Is the above also Your billing address? If not, please provide:

Billing address: **Same as above**

This Agreement consists of the following Terms and Conditions, one or more attached Appendix(es) (the "Appendix(es)"), any Attachments and any written Addenda hereto executed by the parties (the Addenda). The Appendix(es) will identify the Software licensed by You and the license fees for that Software, as well as any hardware, third party software license(s) and services You are purchasing from Company.

In consideration of the promises and obligations made and undertaken herein, the parties covenant and agree as follows:

TERMS AND CONDITIONS

1. Definitions. As used in this Agreement, including any and all Appendix(es) and Addenda, the terms set forth below shall have the following meanings:

Activation and/or Activated, means that moment in time where Company has affirmed to You that the License Key(s) has been provided to You so that You may begin to use the features of the Software as purchased by You from Company in an Appendix(es). For the purposes of a Provider using the CHS Software, means that the Provider has been registered in the CHS software by either: (1) a synchronization with the EHR Software or (2) the Provider has been created and/or added into the CHS Software via the web portal.

Affiliated Entities means any entity controlled by or controlling the Company or under common control or ownership with the Company.

Affiliated Practice means each medical practice or physician group (including those having separate tax identification numbers) that: (A) is identified by You in writing as owned or controlled by You or (B) (i) is identified by You in writing to Company, (ii) has entered into a management agreement with You that creates a bona fide business relationship with You to perform one or more management service functions and that binds such medical practice to honor the terms and conditions of this Agreement or (iii) has signed a copy of Company's then-current, standard Software License & Services Agreement.

Business Hours, means 8:30am – 5:30pm, Your local time, each business day, excluding weekends and holidays observed by Company.

Certified Professional means Your employee(s) who: (i) are actively involved in the day-to-day operation and support of the Software within Your organization, and (ii) have passed Company's certification tests, which consists of an on-line, 'open book' (i.e. Your employees may use both the application as well as the User Materials) exam that consists, among other things, of multiple choice, true/false and fill-in-the-blank questions.

Confidential Information means, in its most expansive interpretation and usage, all proprietary, non-public or confidential information and data that concerns Company's and its Affiliated Entities' business, the Software, the User Materials, technology, systems, finances, personnel, operations, or other assets and activities of Company and its Affiliated Entities, including, but not limited to, the contents of this Agreement, trade secrets, Ideas, processes, formulas, systems, source codes, data programs, other original works of authorship, know-how, Improvements, discoveries, developments, designs, Inventions, all information residing in the "Customer Only" portion of Company's website, techniques, marketing plans, training and education materials and sessions (including but not limited to the eLearning content), new products, licenses, rates, prices, costs and customer lists not available to the public.

Designated Location means Your address set forth above (or such other address identified by You in writing to Company) that is the location of the server on which the Practice License(s) is loaded.

eLearning, means Company's online learning subscription service used by You to train End-Users on the Software. eLearning allows End-Users to self-manage their own learning with a personal learning path, have access to courses and content and track the status of courses taken.

End User means Your authorized users of copies of any portion of the Software, each such user sharing access to one copy of the Practice License that is installed at the Designated Location..

Hardware means the hardware set forth in any Appendix(es) under the heading "Hardware" and any other hardware subsequently purchased by You from Company.

Interface means Company's portion of any software designed to exchange data between the Software and a third party's software and/or hardware. Any Interface licensed by You from Company shall be set forth in any Appendix(es) under the heading "Interface", shall be deemed "Software" under this Agreement, and shall be used in accordance with and governed by the terms of this Agreement.

License Key(s), means each encrypted alphanumeric code that is provided by Company to activate those features in the Software as purchased by You from Company in an Appendix(es). Each License Key includes the server name, which by default is initially set to NGPROD for Your production server, as one component of the key. Should You desire to change the name of Your server, Company will provide You, at no charge, with a replacement License Key that will reflect such alternate server name.

NextGen Knowledge Base Model ("KBM"), means the Company-developed collection of templates, documents and configuration settings for use with the EHR Software that was installed on Your hardware at the time of Software Installation. The KBM is delivered "AS IS" but may be customized using the NextGen EHR Template Editor.

Practice License means each distinct and separate server Software license required for each tax identification number associated with You and/or for each separate chart kept by your practice with the electronic health records software.

Provider means a person or group of persons who renders health care services directly to a patient or makes clinical decisions regarding a patient, namely and without limitation, physicians, DOs, optometrists, physical therapists, nurse practitioners, physician assistants and all other mid-level providers. All Provider supporting staff will be included under the Provider License.

Provider License means a client-portion of the Software license granted to a Provider.

Software means that initial NextGen® software licensed by You from Company, as set forth in any Appendix(es) under the heading "Software" and subsequently provided You are on Software Maintenance Services - as modified by any Update released by Company. Software shall also include any Interface provided by Company, as set forth in any Appendix(es) under the heading "Interface", as well as the server-portion of the Software as listed under the heading "Practice License Fee" as set forth in any Appendix(es).

Software Installation means that moment in time following completion of the physical installation of the Software on any of your hardware at any of Your facilities when Company has affirmed to You that the Software is ready for You to begin the implementation process or, if the physical installation has already

NEXTGEN

HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

occurred, when Activation has occurred. Should You request that the Software Installation takes place temporarily, such temporary installation shall be deemed Software Installation for the purposes of this Agreement and You agree that additional service hours may possibly be required in order to perform the eventual permanent installation.

System means collectively, the Hardware, Third Party Software and Software set forth in any Appendix(es).

Territory means that geographic area contained within a 200-mile radius from Your Designated Location.

Third Party Software means the third party software set forth in any Appendix(es) under the heading "Third Party Software" and any other third party software subsequently purchased by You from Company.

Update means any improvement (i.e. enhancement) and/or changes to the Software offered by Company. Updates do not include additional modules and/or capabilities for which Company charges a separate license fee to its customers.

User Materials means any documentation provided and licensed by Company to You or other organizations using the Software to, among other things, describe (i) the Software functionality, capabilities, procedures, Updates, customizations, screens, data model and fields or (ii) how to train and /or install and/or implement the Software. User Materials may be provided in various forms, including paper, electronic media or in automated format (via the Internet or other media.) User Materials are Confidential Information of the Company.

2. License. Under this Agreement, Company grants solely to You a non-exclusive, non-transferable, limited use license, without any further right to sublicense, distribute, transfer or transmit the Software, for the Term set forth below, to: (i) Install the Software on a server at Your Designated Location and workstation(s) within Your facilities and (ii) for You and Your Affiliated Practices to implement, use and execute the Software solely within the Territory and solely for Internal business purposes. The total number of workstations accessing the Software shall not exceed five times the number of Provider Licenses purchased by You per Software product. Your loading of the Software by electronic means, by copying, downloading, accessing or otherwise using the Software shall be deemed Your affirmation to be bound by the terms of this Agreement.

3. Back-Up Copies. You may make and use copies of the Software exclusively for non-productive backup purposes, such as quality control, development, testing and other non-production purposes. You must reproduce and include Company's copyright notice and proprietary legend on each backup copy. If You are running a hot backup/fail-over setup, You may back up one or both of the back up copies on such setup that can be switched to a production basis on the failure of Your primary copy of the Software. Each backup copy must be stored in a safe, confidential and secure location and protected by You using at least the same level of safety and security as You use for Your own important data and software, but not less than a reasonable level of safety and security under the circumstances. All copies of all Software must be accounted for in writing by You and a copy of such written accounting provided to Company upon Company's request from time to time.

4. User Materials. Company will provide You with an electronic copy and one (1) hard copy set of the User Materials. You may make and distribute to Your End-Users as many copies of the User Materials as is reasonably needed by You to utilize the Software. If desired, You may purchase additional hard-copy sets of the User Materials from Company. Under no circumstances may the User Materials be provided or distributed to anyone other than Your End Users or Your Certified Professionals unless otherwise approved, in writing, by Company, which approval shall not be unreasonably withheld.

5. Term Of License. This Agreement, and any license to the Software granted under this Agreement, shall be for a term of 50 years from the Effective Date, unless otherwise terminated in accordance with the provisions of this Agreement (the "Term"). Company is not responsible for obsolescence of the Software, Third

Party Software and/or Hardware that results from changes in Your requirements or for obsolescence of the Third Party Software and/or Hardware that result directly from material changes in the software technology Industry..

6. Hardware, Third Party Software & Services. Should You elect to purchase Hardware, Third Party Software and services from Company, such items will be listed on the Appendix(es) under the headings of "Hardware", "Third Party Software" and "Services" respectively. To the extent required and to the extent permitted by the manufacturer, Company agrees to assign to You any license and warranty provided by the manufacturer of any Hardware or Third Party Software once such items are delivered to You. Company shall be allowed to make reasonable changes to or substitutions of the Hardware due to product unavailability or delay, provided that any substituted hardware is comparable in quality to that listed in the Appendix and do not materially affect the overall operation of the Software as determined by Company. Company shall make selection of such substitute hardware at its sole discretion. Should Company allow You to delete any Hardware or Third Party Software item once it has been ordered, You will be responsible for any restocking fee that may be imposed by the associated Hardware and/or Third Party Software vendor.

Should You desire to independently purchase the required hardware and/or third party software needed to operate the Software, any problems or issues dealing with the hardware, the operating system software and/or third party software You provided are outside the scope of any maintenance services provided by Company under this Agreement. You agree that any hardware and/or third party software You independently purchase will be compatible with the Software.

7. Interface(s). Each Interface purchased by You shall be set forth in the Appendix(es). You understand that development of a working interface may require programming, equipment or software to be provided by a third party vendor, who may also impose additional fees upon You. Should You or the third party vendor fail to cooperate with Company in its development of the Interface(s), such failure shall not release You from making the full payment due Company at Software Installation as set forth in Section 9. Company will not perform any modifications to the third party vendor's software and/or equipment.

8. Installation and Implementation. Both parties agree to reasonably cooperate to create a mutually acceptable implementation plan and to use commercially reasonable efforts to implement the Software in accordance with such plan. Unless the mutually agreed to implementation plan states otherwise, You agree to allow Company to install the Software within 30 days of the Effective Date. You understand that: (i) the hours and timelines set forth in any such implementation plan are estimates and may be subject to change and (ii) unless stated otherwise, any implementation service hours for the Software are based on: (a) the implementation assumptions set forth in Attachment A, (b) Your use of Company's eLearning training, as described in Attachment A and (c), for the EHR Software, Your use of the KBM provided at Software Installation (or an approved third-party knowledge base purchased by You) with little or no modifications made by Company. Neither party shall unreasonably delay installation and/or implementation of the Software. Prior to the arrival of Company's personnel to commence installation of the Software (or prior to telephoning by Company personnel if software installation is to be accomplished via telephone), You shall have the Designated Location and all other things related to installation in readiness for installation, including but not limited to any hardware or third-party software supplied by You, and modem and Internet connections. In the event You fail to: (i) have the Designated Location and all other things related to installation of the Software in readiness for installation at the time installation is scheduled to be performed and have not notified Company, in writing, of such failure at least five (5) business days prior to the scheduled Software installation date and/or (ii) cancel any scheduled training session more than three (3) weeks before its scheduled occurrence, then You shall reimburse Company for any direct expenses caused by such failure and/or cancellation and Company will deduct 50% of the Service hours associated with the cancelled training and/or installation from Your pool of available Service Hours.



Software License & Services Agreement

If computer-based training ("eLearning") is purchased as recommended, then also included with the shipment of the Software under this Agreement is an eLearning enrollment form. Use of eLearning is contingent upon You providing Company, via learning@nextgen.com, a completed enrollment form so that Company can provide You with necessary log-in information. Payment for the eLearning subscription is not dependent upon your completion such form. Your initial eLearning subscription is valid for 18 months beginning on the Effective Date. After the initial 18 months, the subscription will be renewed for 12 month periods at Company's then-current rate unless You cancel the subscription in writing before such renewal.

9. License Fees. The payment terms for those items set forth in the attached Appendix(es) shall be as follows: (i) FOR ALL SOFTWARE AND SERVICES: 50% upon Your execution of this Agreement and the balance upon the earlier to occur of (x) Software Installation or (y) three (3) months from Your execution of this Agreement; and (ii) FOR ALL REMAINING ITEMS (e.g., Hardware, Third Party Software): 50% upon Your execution of this Agreement and 50% upon their shipment FOB Company's or third party vendor's facilities. You agree that the payment terms granted to You in this Agreement represent an extension of credit granted by the Company and that in return for these terms, the Company will be required to obtain credit information in order to offer these terms. In the event Company is unable to obtain, through commercially reasonable means and using reasonable commercial underwriting principles, a favorable creditworthiness approval of You and Your practice (as determined by Company in its sole discretion), Company may require alternate payment terms or may at its option immediately terminate this Agreement upon notice to You.

10. Miscellaneous Charges. The fees set forth in the Appendix(es) do not include any sales tax, which will be separately billed to You by Company. You will also be responsible for all other governmental taxes and fees associated with Your licensing, possession or use of the Software, including any use taxes, state or local property or excise taxes. Additionally, the fees set forth in the Appendix(es) do not include the following payments or reimbursements of Company for which You will be responsible: (i) travel and living expenses for implementation meetings, installation and training attended by Company personnel, (ii) file conversion costs in addition to conversion costs, if any, listed in the Appendix(es), (iii) optional products and services, (iv) shipping charges, (v) consulting, (vii) cancellation fees imposed upon Company by third parties, (viii) cabling of Your premises, (ix) photocopying, (x) travel time, (xi) Your telephone calls, (xii) courier services, (xiii) annual renewal fees for any subscriptions/libraries set forth in the Appendix(es) (including but not limited to diagnosis and procedure code sets, patient education and drug interaction databases) and (xiv) telecommunications termination equipment or other communication equipment. (For travel time, Company agrees not to charge more than the equivalent of a ½ of Company's then current Service hour rate for each hour actually spent traveling by Company's personnel to and from Your location up to a maximum of 10 hours each way.) You agree to pay such reasonable fees and costs, when the services are rendered and as the expenses are incurred, as involved by Company. In no event shall such reimbursements to Company be withheld for any reason, including for offset or fee dispute.

11. Late Payment Charge. If any *undisputed* payment owed Company by You under this Agreement is not paid within thirty (30) days from its due date, Company may deem such non-payment as a material breach under this Agreement and, at its option, charge for its additional costs related to such delinquency at a rate of one and one-half percent (1½ %) per month (eighteen percent (18%) per annum) or if such charges exceed that permitted by applicable law, the highest rate allowed by applicable law, from the date such payment first became due. It shall not be deemed a material breach, and no late fees will accrue, on any payment that is disputed by You in good faith.

12. Maintenance. You elect to purchase annual Software and Hardware Maintenance Services offered by Company for the Software, Hardware and Third Party Software listed in the attached Appendix(es), unless You have informed Company in writing to the contrary prior to Your execution of this Agreement.

Any additional Software, Third Party Software and/or Hardware purchased by You from Company during the term of this Agreement shall be automatically added to Your Maintenance Services (unless You have terminated same as set forth below), and will result in an increase in Your Maintenance Services fee.

Software Maintenance Services and fees charged for such services begin 60 days from Software Installation. Hardware Maintenance Services and fees charged for such services begin upon shipment to You of the Hardware. Maintenance Services automatically renew for additional one (1) year periods based on the respective dates of commencement of such Services. However, either party may terminate either or both Maintenance Service(s) at any time provided it gives the other party at least 60 days prior written notice of its intention not to renew such Maintenance Service(s). You understand and acknowledge that certain functions/components within the Software are interdependent; and accordingly, the Maintenance Services fee associated with such functions/components cannot be individually terminated and/or removed without the termination and/or removal of the other interdependent functions/components.

The initial fees You will pay for Maintenance Services are set forth in the Appendix(es) and are due and payable quarterly, in advance. After the first year period, Company may increase Maintenance Services fee annually by the lesser of 10% or the change in the Consumer Price Index plus 3%. (You understand that at any time You fail to have a Certified Professional for more than a three-month period and/or fail to provide Company with the requisite full-time, high speed, secured and protected Internet access for its Wellcare program then Your existing Software Maintenance Services fee may be doubled, until such time as You have re-obtained a Certified Professional on Your staff and/or provided such Internet access.)

If any Maintenance Service is terminated or lapses for less than 12 months then, at Company's discretion, You may reinstate such Maintenance Service upon payment of all Maintenance Services fees retroactive to the date when such Maintenance Services were terminated or last paid in full (whichever is later.) If any Maintenance Service is terminated or lapses for more than 12 months then, at Company's discretion, You may reinstate such Maintenance Service upon payment of all Maintenance Services fees retroactive to the date when such Maintenance Services were terminated or last paid in full (whichever is later) plus a reinstatement fee of \$2,000. In addition to the reinstatement fee, You may be separately charged to bring You up to the most current version of the Software (including but not limited to data conversion and other services) and to correct any problems that may have arisen during the non-supported period.

a. Software Maintenance Services. Provided You are current in Your payments required under any agreement with Company and otherwise in compliance with this and all other agreements with Company, then Company shall provide You with its Software Maintenance Services, which include:

(i) **Updates.** At no additional charge, all Updates to the Software, which shall include keeping the Software in compliance with federal and state regulated changes that are identified, in writing, by You or of which Company has become aware.

(ii) **Telephone & Internet Support.** Access by Your Certified Professional, during Business Hours, to Company's customer support department to resolve issues arising from Your internal use of the Software. Upon request, and in Company's sole discretion, Company will make Software Maintenance Services available to You during non-Business Hours. For Software Maintenance Services rendered during non-Business Hours You will be charged at Company's then current hourly rate. Company agrees to advise You prior to commencing any work that would result in such per hour charge. Moreover, You authorize, as part of Company's Wellcare program, Company to monitor, via high-speed secured and protected Internet access, Your servers (up to ten) associated with the Software to collect various data on critical performance metrics (e.g. CPU Utilization, disc free space, security & service packs, Veritas backup success - if this product has been purchased - and SQL server database dump success.) Company uses anti-virus software

NEXTGEN

HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

on its network; and, the Software and any Update provided thereto, as delivered to You, does not contain any virus, worm, trap door, timer, Trojan horse, or other surreptitious disabling device. Notwithstanding the foregoing, You understand that the Software requires a valid License Key be granted to activate the Software.

(iii) **HIPAA Tools & Documents.** Reasonable tools and technology that can assist You in your use of the Software to: (1) comply with applicable HIPAA privacy and security standards; (2) utilize HIPAA transaction and code set standards and (3) comply or use such future HIPAA regulations and standards as soon as practicable after they are promulgated. Presently, the NextGen® EPM software is (a) capable of using ICD9 and CPT4 codes as well as the following HIPAA transaction and code set standards: 837 claims (supporting professional and institutional billing) and 835 ERA, and (b) is able to capture and store the data required to support the current billing functions of the EPM, format such data in the X12 format, ready such file for Your transmission of such files, which may, however, require additional steps. With Company's optional RTS module, You will be able to use the following HIPAA transaction and code set standards - 270/271 Eligibility and 278 Referral. Moreover, if requested, Company will execute a mutually acceptable Business Associates agreement.

(iv) Source Code Escrow Program. The ability to enroll in Company's Software source code escrow program, which is currently maintained by DSI/Fort Knox ("Escrow Agent"), a nationally recognized, third party technology escrow agency service. To enroll in this program, You would pay the then current escrow enrollment fee and any renewal fees as the same become due and payable, as set by the Escrow Agent, and complete the necessary forms required by the Escrow Agent. Under this program, In the event that Company becomes subject to any bankruptcy, insolvency, liquidation or other similar proceedings, which are not dismissed within ninety (90) days after their commencement, You generally can obtain a license to use the source code in accordance with Company's then current escrow program. Your access to such source code license shall be through Company's Escrow Agent as appointed, from time to time, at Company's discretion, and shall be solely for You to correct errors in and maintain the Software on Your System and to compile such corrected source code into executable code form. The terms of such escrow relationship and Your use of the source code are governed by the escrow agreement with the Escrow Agent.

Exclusions. Software Maintenance Services do not include the following: (a) support or support time due to a cause external to the Software adversely affecting its operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse or neglect; (b) repair of Software modified in any way other than modifications made by Company; (c) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc., except that Company will provide reasonable assistance and coordination in handling issues that arise with that Third Party Software purchased by You from Company, as set forth in the Appendix(es) - however, such assistance shall not include any updates to or new versions of the Third Party Software or correction of any program-errors within the third-party software; (d) support services that can be rendered telephonically either by Company or Your personnel (at Company's direction) but at Your request are performed on-site by Company; (e) Maintenance Services on anything but the most current general-released version of the Software and the two general-released versions immediately prior to same; (f) on-site installation of the Updates or additional conversion services; (g) any additional hardware or third party software that may be required to install and use any Updates; or (h) training. All such excluded maintenance services performed by Company at Your request shall be invoiced to You on a time and materials basis, plus reasonable expenses associated therewith.

reasonable expenses associated therewith.

b. Hardware Maintenance Services. Provided You are current in Your payments required under any agreement between You and Company and otherwise in compliance with this and all other agreements with Company, then Company shall provide You its Hardware Maintenance Services, which include::

(I) Coordination & Services. Labor and parts reasonably required to maintain the Hardware in proper operating condition. If the Hardware is covered by a manufacturer's warranty at the time maintenance services are necessary, Company may act on Your behalf to obtain necessary parts and labor pursuant to such warranty. If service requires the replacement of any parts or components, such parts or components may be, at the sole option of Company, either new or reconditioned. Company shall be allowed to make reasonable changes to or substitutions of the Hardware configuration due to product unavailability or delay, provided that such substituted hardware is comparable in quality to that listed in the Appendix(es) and does not materially affect the overall operation of the System as determined by Company. Company shall make selection of any such substitute at its sole discretion. Company reserves the right to subcontract such maintenance services to a third party. Additionally, Company will assist with the re-loading of the Software, Third Party Software and Your patient data if required due to Hardware failure, provided You have adequate copies of same.

Exclusions. All hardware maintenance services other than those identified above are excluded from the Hardware Maintenance Services provided under this Agreement. Company will nonetheless perform, at its then current rates and fees, the following services, all of which are outside the scope of Hardware Maintenance Services covered by this Agreement: (a) support or increase in support time due to a cause external to the Hardware adversely affecting its operability or serviceability which shall include, but shall not be limited to, water, fire, flood, wind, lightning, other natural calamities, transportation, failure or fluctuation in electrical power, humidity, misuse, abuse or neglect; (b) repair or correction to Hardware modified or altered in any way other than modifications made by Company; (c) routine cleaning, preventive maintenance, or "check outs"; (d) repair, maintenance or replacement of expendable items such as ribbons, cartridges, batteries, drums, etc. or (e) Your requested changes to the Hardware.

13. Electronic Data Interchange Transactions - Services & Fees. Provided You have licensed the applicable NextGen® software, You will have the ability to electronically create claims for submission to certain approved carriers and/or clearinghouses. You further understand that charges for such submissions are in addition to the other fees set forth in the Appendix(es). The initial charges for submission are set forth in the Appendix(es) or some other agreement in writing, signed by both parties. After the first year period, Company may increase such charges by the lesser of 10% of the effective rate or the change in the Consumer Price Index plus 3%. You agree to pay Company in accordance with invoices provided by Company for such services. If electronic statements or other mailing services are listed in an Appendix(es), the per-transaction fee shown includes paper, envelopes, postage and mailing services; however such prices may be adjusted from time to time, including but not limited to, any applicable changes in postal rates.

14. Future Purchases. In the future, You may request and Company may provide, in its sole discretion and at Company's then current rate, additional licenses, goods and/or services, including but not limited to training and conversions, consulting, template design and project management, third party software, hardware, Software licenses and/or other service hours. Such future purchases would be provided in accordance with the terms and conditions of this Agreement. Company does not hold itself out as a professional expert or adviser regarding all, or any particular portion of Your computer or Information needs.

15. Your Responsibilities. In addition to Your other obligations, agreements and responsibilities set forth in this Agreement and Attachment A, You agree to be

NEXTGEN
HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

responsible for the following:

- (a) Providing a proper physical environment and utilities for the computers on which the Software operates, including an uninterrupted power supply;
 - (b) Selecting and training Your personnel so they can operate computers and related systems and so they are familiar with the accounts and records that serve as input and output for the Software;
 - (c) Procuring all communications and network services (including all cabling and cabling services) required to utilize the Software locally and, should You so desire, in a remote environment consistent with this Agreement;
 - (d) Preparing the Designated Location for installation of the Software, Third-Party Software and Hardware, including compliance with special electrical, internet, communications or telephonic requirements (if applicable) and other tasks as may be necessary for the environment;
 - (e) All data entry and loading;
 - (f) Providing related data and explaining internal procedures in writing to Company upon Company's reasonable request;
 - (g) Establishing and maintaining adequate operational back-up and disaster recovery provisions for Your data in the event of a defect or malfunction that renders the Software or the computer systems on which it runs non-operational;
 - (h) Providing Company's personnel with the necessary physical access to the Designated Location, during normal working hours and as otherwise may be required by Company to allow Company to perform its obligations under this Agreement. Company will use reasonable efforts to comply with all reasonable security and safety procedures of which You have advised Company in writing;
 - (i) Providing Company with full-time, protected & secured high-speed internet access or other communications needs in regard to the Software and Hardware for purposes of performing Maintenance Services and/or audits under this Agreement or any other agreement with Company. You will be responsible for all charges associated with providing such internet access. Company will use reasonable efforts to comply with all of Your reasonable security and safety procedures associated with Company's remote access of the Software and/or Hardware, provided You have advised Company in writing of such procedures;
 - (j) Appointing certain of Your employees to become Certified Professionals and notifying Company of any change in Certified Professionals;
 - (k) Procuring and maintaining all device drivers, third party operating systems and other products and services that may be required to operate the Software and that are licensed directly by You from third parties, including licenses to load third party CPT4 and ICD-9-CM code files;
 - (l) Results obtained from use and operation of the Software, provided however nothing contained in this subsection shall affect the limited warranty contained in Section 19 of this Agreement; and
 - (m) Determining whether the Software, Hardware and Third Party Software You have selected in the Appendix will achieve the results You desire and the use and operation of such Hardware, Third Party Software and the Software.
 - (n) Providing Company, when required under the Agreement, with timely reports identifying all Providers activated to use the Software.

16. Proprietary Protection. Company and/or its third party suppliers have sole and exclusive ownership of all rights, title, and interest in and to the Software, User Materials and all other Confidential Information, subject only to the limited internal business use license expressly granted to You herein. This Agreement does not provide You with title or ownership of the Software or User Materials, but only a license for limited, internal use. This Agreement does not provide You with any title, interest or ownership in or any right to use Company's name, trademarks or logo, or any goodwill now or hereafter associated therewith, all of which title, interest, ownership and goodwill is the property of and shall inure exclusively to the benefit of Company. You may not use Company's name, trademark, logo and/or any part of the Software in any marketing or other materials that will be distributed by You to third parties without Company's prior written consent.

17. Limitations on Use, Etc. Notwithstanding any other provision of this Agreement, You shall not: (i) reproduce, record, videotape, capture in electronic audio or video form, distribute, transmit, transfer, or disclose, directly or

Indirectly, in any form, by any means, or for any purpose, the Confidential Information, except You may disclose such Confidential Information to Your employees who need to know such information in the performance of the job if they have been advised of the obligations of confidentiality set forth herein and have agreed to abide by same, (ii) disclose or disseminate Confidential Information to any third party, (iii) copy, modify, or distribute the Software (electronically or otherwise) or the User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Company in this Agreement, or in a separate written agreement signed by a duly authorized representative of the Company, (iv) use the Software for any purposes in any manner not permitted under this Agreement; (v) decompile, reverse assemble or otherwise reverse engineer the Software; (vi) import, add, modify or delete data in the Software database by any method other than direct data entry through the application or through a Company-developed interface, unless approved by Company in advance and in writing; (vii) use the Software to process anything other than Your own data (viii) sell, transfer, lease, assign, or sublicense Your Software license without Company's prior written consent, except for a transfer of the Software in its entirety to a successor in interest of Your entire business who assumes, in a writing delivered to Company, the obligations of this Agreement; (ix) install the server-portion of the Software anywhere but the Designated Location without Company's prior written consent (which will not be unreasonably withheld) or (x) take any other action in derogation of Company's intellectual property rights in respect of the Software, User Materials or other Confidential Information, provided that if absolutely necessary due to then exigent circumstances, You may – following written notice to Company – temporarily transfer the Software to another location in the event of an interruption of computer operations at the Designated Location. You authorize Company to enter Your premises in order to inspect the Software at any time during regular business hours to verify compliance with the terms of this Agreement.

18. Data Conversion. Though You may use the Software productively by performing a manual data conversion of your existing patient data, Company can perform such conversion for You if You desire and if set forth in any Appendix(es). You understand that any data conversion is subject to the possibility of human and machine errors and that Company shall not be liable for such errors. You are responsible to review and validate all data, reports, and generated forms (collectively "Outputs") that may be generated by the Software and You will notify Company immediately in writing if errors are found. Unless Company receives any such notifications within 30 days after performance of its conversion services, the conversion shall be deemed complete without errors. If any errors are the result of Company's mistakes in any conversion services it provides to You, Company shall correct such errors at no additional charge. You agree prior to Company performing data conversion services to (i) procure the necessary resources to unload the data from Your existing system, (ii) provide the record layouts, data and other information requested by Company and (iii) provide all data to Company in pre-defined NextGen® ASCII delimited format.

19. Warranties. Company grants You a limited warranty that (i) Company has developed, owns, and/or possess all rights and interests in the Software necessary to enter into this Agreement; (ii) Company has full authority to execute and perform this Agreement; and (iii) Company's execution and performance of this Agreement will not materially violate any material law or materially breach any material agreement, known by and governing Company. Company also grants to You a limited warranty for one (1) year from the date of Software Installation ("Warranty Period") that the Software, unless modified by or on Your behalf or otherwise employed in a manner not permitted under this Agreement, will substantially perform the material functions described in the User Materials when operated on Hardware and with the Third Party Software purchased from, or pre-approved in writing by, Company in accordance with the User Materials (the "Express Warranty"). Such limited Express Warranty is subject to and conditioned upon performance of Your responsibilities under Section 15 of this Agreement. Company does not warrant that the Software will meet Your requirements, that the operation of the Software will be uninterrupted or error-free, or that all Software errors can be corrected. Except for the limited Express Warranty during .

NEXTGEN

HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

the Warranty Period, the Software is provided "AS IS." For any breach of the limited Express Warranty, Your sole and exclusive remedy, and Company's entire liability and obligation, shall be, at Company's election, to: (i) correct the Software or the User Materials or, (ii) provide You with an Update to the Software, whichever is, in the Company's sole determination, reasonably appropriate, provided that no change may be made hereunder to the User Materials which modifies or deletes any material function of the Software. IF ANY PROBLEM, OPERATIONAL FAILURE OR ERROR OF THE SOFTWARE HAS RESULTED FROM ANY ALTERATION OF THE SOFTWARE (EXCEPT IF DIRECTLY BY COMPANY OR UNDER COMPANY'S WRITTEN DIRECTION), ACCIDENT, ABUSE OR MISAPPLICATION, THEN, AT COMPANY'S SOLE OPTION, THIS WARRANTY SHALL BE NULL AND VOID.

You warrant that: (i) Your execution of this Agreement will not violate the terms of any pre-existing agreement(s) between You and a third party, (ii) You have full power and authority and are duly authorized to execute and perform the financial and non-financial obligations under this Agreement, and, (iii) If You are anything other than an individual signing on Your own behalf, You have taken all of the necessary corporate action(s) in order to authorize and ratify Your execution and delivery of this Agreement and Your performance under the Agreement.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, COMPANY DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO YOU OR ANY OTHER PERSON WITH RESPECT TO THE SOFTWARE, THE USER MATERIALS, OR ANY UPDATES, INTERFACES, SERVICES OR WORKS OF AUTHORSHIP PROVIDED HEREUNDER, OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

COMPANY PROVIDES NO WARRANTY ON ANY THIRD PARTY SOFTWARE AND/OR HARDWARE NOT MANUFACTURED BY COMPANY. EXCEPT AS SET FORTH IN THIS AGREEMENT, COMPANY WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE, THIRD PARTY SERVICES AND/OR HARDWARE IT PROVIDES TO YOU.

20. Limitation of Liability; Exclusion of Consequential Damages. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL COMPANY OR ANY OF COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOST PROFITS, LOST DATA OR LOST OPPORTUNITIES, IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY HARDWARE, THIRD-PARTY SOFTWARE AND/OR SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

IN THE EVENT THAT THE SOFTWARE OR ANY REPORT OR INFORMATION GENERATED BY THE SOFTWARE IS USED IN CONNECTION WITH ANY DIAGNOSIS OR TREATMENT BY YOU AND/OR ANY OF YOUR EMPLOYEES, AGENTS, REPRESENTATIVES, AND THE LIKE, YOU AGREE TO ACCEPT ALL RESPONSIBILITY IN CONNECTION THEREWITH, INCLUDING RESPONSIBILITY FOR INJURY, DAMAGE AND/OR LOSS RELATED TO SUCH DIAGNOSIS OR TREATMENT, (RESPECTIVE OF WHETHER SUCH INJURY, DAMAGE AND/OR LOSS RESULTS FROM YOUR USE OF THE SOFTWARE).

IN NO EVENT WILL COMPANY'S LIABILITY IN THE AGGREGATE FOR ANY DAMAGES FOR ANY MATTER ARISING UNDER THIS AGREEMENT EVER EXCEED THE SOFTWARE LICENSE FEES PAID BY YOU TO COMPANY HEREUNDER DURING THE PRIOR TWELVE CALENDAR MONTHS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

You represent and warrant to Company that You are a sophisticated purchaser and acknowledge and agree that the allocation of risks in this Agreement is reflected in the Software License fees, that Company is unable to test the Software under all possible circumstances, that Company cannot control the manner in which You shall use the Software, and that the allocation of risks under this Agreement is reasonable and appropriate under the circumstances.

21. Intellectual Property Indemnification.

Company will defend You against any claim against you by a third party that alleges that our Software or any Update Infringes such third party's patent or copyright but only if we are notified promptly in writing of such claim, you provide reasonable assistance and information to us to perform our duties under this paragraph and we are given sole control of the defense and all related settlement negotiations relating to it. If we believe that our Software may have violated a third party's intellectual property rights, we will choose to either modify the applicable Software or obtain a license to allow for your continued use. We will not indemnify you if you alter the Software or if you use a Software version that has been superseded, if the Infringement claim could have been avoided by using an unaltered current version of the Software that was provided by Company to users or if the Software is used other than in accordance with its EULA and the User Materials. This paragraph provides your exclusive remedy for any Infringement claims or damages.

22. Default; Termination. Should You fail to carry out any obligation under this Agreement or any other agreement with Company or otherwise be in breach or violation of or in default under any provision, term, agreement, covenant, representation or warranty under this Agreement or any other agreement with Company, Company may, at its option, in addition to other available remedies, terminate this Agreement, execute a full or partial credit hold and/or disable the Software, provided that Company first gives You fifteen (15) days' prior notice of such default and that You fail to cure the default within such fifteen (15) day period - except for violations of Section 16 and 17, which shall require no notice and allow for no cure period. For the purposes of this section a "credit hold" shall mean the discontinuance of any or all services (e.g. EDI, Maintenance Services, development, training, etc.) and the prohibition on purchasing additional products until Your account is brought current.

23. Effect of Termination. Termination of this Agreement also terminates Your license to the Software and User Materials. However, termination of any Hardware or Software Maintenance Services does not, in and of itself, terminate the Software license granted to You under this Agreement. Upon termination of this Agreement for any reason, You are required to immediately return or destroy, as requested by Company, all copies of the Software in Your possession (whether modified or unmodified) and all other materials (including but not limited to User Materials) and Confidential Information pertaining to the Software, including all copies thereof. You agree to certify, in writing, Your compliance with such requirement upon request by Company. Company will allow You to continue to use the Software, for the sole purpose of transitioning Your data from the NextGen® system to Your new practice management or medical records software, for up to 60 days from termination of the Agreement. Moreover, Company agrees to provide You, upon any termination of the Agreement, with services (including exporting Your data files) to help You transition to another system, at Company's then current hourly rate.

24. Rights to Injunctive Relief. Recognizing and acknowledging that any use or disclosure of the Software and/or other Confidential Information by You in a manner inconsistent with the provisions of this Agreement may cause Company irreparable harm for which other remedies may be inadequate, You agree that Company shall have, in addition to all other rights and remedies Company may have hereunder or under applicable law, the right to immediate injunctive and/or other equitable relief from a court of competent jurisdiction as may be necessary and appropriate to prevent any unauthorized use or disclosure of any such Software and/or other Confidential Information (without bond or requirement for proof of actual or likely damages) and that, in connection therewith, You shall not

NEXTGEN

HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

oppose such injunction on the grounds that an adequate remedy is available at law.

25. Notices/Shipment. All notices or communications required to be given shall be in writing and delivered either personally, via a nationally recognized overnight carrier, or by certified, return receipt requested, postage prepaid U.S. mail to the address(es) on the first page of this Agreement or, for Company, 795 Horsham Road, Horsham, PA 19044, Attn. President, or at such other address designated to You by Company in writing. Notices delivered personally or via overnight mail shall be effective upon delivery, and notices delivered by regular U.S. mail shall be deemed effective five (5) business days after deposited in an official U.S. Postal Service mailbox. Prices are FOB Origin, Freight collected and title and risk of loss shall pass to You upon shipment by Company and/or its agents or suppliers/vendors.

26. Governing Law, Jurisdiction and Venue. This Agreement is made under, and in all respects shall be interpreted, construed and governed by, and in accordance with, the laws of the State of California without reference to the choice of law principles thereof. Any cause of action arising out of or related to this Agreement may only be brought in the local court of applicable jurisdiction in the State of California, Orange County, and You hereby submit to the exclusive jurisdiction and venue of such court. The parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

27. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision or right under this Agreement shall not constitute or imply a waiver of such provision or right on any other occasions unless expressly so agreed in writing. It is agreed that no custom, usage, or other regular practice or method of dealing between the parties hereto shall be used to modify, supplement, or alter in any manner the terms of this Agreement.

28. Relationship of Parties. This Agreement shall not be construed to create any employment, partnership, joint venture or agency relationship between the parties hereto, or to authorize You or Company to enter into any commitment or agreement with any third party that is binding on Company.

29. Binding Effect. Moreover, this Agreement shall be: (i) binding upon the parties' respective legal representatives, transferees, successors, and assigns, (ii) inure to the benefit of Company's transferees, successors, and assigns, and (iii) inure to the benefit of Your transferees, successors, and assigns only to the extent any such transfer or assignment has been approved in writing by Company and such transferee, successor or assign has expressly assumed, in a writing delivered to Company, the obligations of this Agreement.

30. Force Majeure and Other Performance Delays. Company shall not be liable for failure to perform any of its obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, act or threat of terrorism, shortage of materials and/or supplies, strike or labor action, war or threat of military or significant police action, or natural disaster or other cause beyond its reasonable control. Your delays or non-performance shall not excuse or relieve Your obligation to make any payment to Company that may be due under this Agreement, regardless of whether Software installation has occurred and/or You are using the Software.

31. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

32. Use of Personnel. Subject to the remaining provisions of this Agreement,

each party is solely responsible for determining which of its personnel will perform its obligations under this Agreement. Additionally, Company, in its sole discretion, reserves the right to subcontract the performance of its obligations to a third party. If problems are encountered with the project manager and/or trainer assigned to Your account, Company will use its reasonable efforts to swap such project manager and/or trainer with alternate personnel who You can approve, which approval shall not be unreasonably withheld or delayed. Should You exhaust Company's pool of available project managers and/or trainers, the parties shall renegotiate, in good faith, the timeframes set forth in this Agreement so as to prepare a new mutually acceptable implementation schedule. You understand that there may be redundancy in the usage of Your Service hours to get the newly assigned project manager and/or trainer up-to-speed in the implementation of the Software for Your practice.

33. Your Cooperation. You consent to the public use by Company of Your name as a customer of Company and to reasonably cooperate with Company to assist Company in licensing the Software to others. Such cooperation may include: (i) providing third parties with reasonable access to inspect the operation of the Software at the Designated Location, provided that such access shall not disrupt Your normal business operations and (ii) providing testimonials as to the quality, usefulness and relevance of the Software.

34. Obligations that survive termination. The parties recognize and agree that the termination, cancellation or expiration of this Agreement does not excuse the parties from complying with their respective payment, confidentiality, non-disclosure, non-transfer, and non-solicitation obligations under this Agreement, including without limitation those contained in Sections 9, 10, 11, 16, 17, 19, 36 and 39. Nor does the termination, cancellation or expiration of this Agreement affect any limitations, rights upon default, or provisions regarding litigation or interpretation of this Agreement, including without limitation those set forth in Sections 19, 20, 24, 26, 27, 28, 31, 35, 37, and 40.

35. Uniform Commercial Code. To the extent the Uniform Commercial Code of any jurisdiction applies to this Agreement or any order, this Agreement and the particular order shall control where there is a conflict between the Uniform Commercial Code and such order or this Agreement.

36. Covenant not to Solicit or Hire. Each party recognizes the expense and time associated with getting its employees trained so as to be a productive asset. As such, efforts by a party, whether for their own account or for the account of any other person or other business entity, to interfere with the other party's relationship with or endeavor to entice away from, solicit or deal with any person or other business entity who or which at any time during the term of this Agreement was an employee, consultant or agent of the other party's will negatively impact a party's business as well as cause such party substantial expense to re-hire, re-train and/or re-acquire a replacement employee and/or business entity. Accordingly, except with the other party's prior written permission, each party agrees that during the term of this Agreement, and for three (3) years thereafter, if it hires the other party's employees, consultant or agent of the other party's, such hiring party will pay the other party two (2) times the annual salary (or in the case of a business entity, fee) previously paid to that departing employee/business entity or two times the new salary to be paid to such departing employee/ business entity, whichever is greater. The parties agree that such amounts shall not and are not penalties but rather liquidated damages associated with the costs involved in recruiting, re-training and/or re-establishing a replacement personnel/business entity. Each party agrees to give notice of its intention to solicit or hire and seek permission to hire an employee of the other no later than thirty (30) days prior to making an offer of employment to any such employee.

37. Ambiguities. Each party and its counsel have materially participated in the drafting of this Agreement, and consequently the rule of contract interpretation that ambiguities, if any, in the writing be construed against the drafter shall not apply.

NEXTGEN

HEALTHCARE INFORMATION SYSTEMS

Software License & Services Agreement

38. U.S. Government Restricted Rights. The Software and User Materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the commercial Computer Software – Restricted Rights at 48 CFR 52.227.19, as applicable.

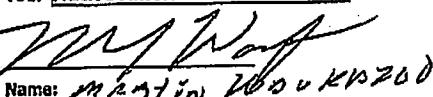
Title:
Date:

39. Export/Foreign Government Restriction. You may not export or re-export the Software without Company's prior written consent and without the appropriate United States and foreign government licenses. Under no circumstances may the Software or any technical data contained therein, or any portion thereof, be exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You hereby represent and warrant that You are not located in, under the control of, or a permanent or temporary resident of any such country or on any such list. You further agree to indemnify and hold harmless Company and its officers, directors, shareholders, employees, agents and representatives against any and all costs, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) arising from or relating to any asserted violation by You of any of the laws and administrative regulations of the United States relating to the control of exports of commodities and technical data.

40. Entire Agreement. Each party acknowledges that it has read and understood this Agreement and agrees to be bound by its terms, and that this Agreement, any Attachment and the Appendix(es) hereto is the complete and exclusive agreement of the parties with respect to the Software, Hardware and Third-Party Software. This Agreement, any Attachments and the Appendix(es), together with any Addenda: (i) contain the entire understanding between the parties with respect to the subject matter set forth herein, and neither party is relying on any representations or warranties other than those found in this Agreement, (ii) supersedes all prior and contemporaneous negotiations, agreements, contracts, commitments and understandings, both verbal and written, between You and the Company, and (iii) does not operate as an acceptance of any conflicting terms or conditions and shall prevail over any conflicting provisions of any purchase order, request for proposal, request for information or any other instrument of Yours. You understand that the headings used in the Agreement are solely for convenience of reference and are not intended to have any substantive significance in interpreting this Agreement. This Agreement and any amendments, waivers or modifications shall not be binding upon either party unless it is in writing and signed by authorized representatives of both parties. Signed counterparts shall not be deemed binding.

ACCEPTED BY:

You: Native American Health Center



Name: Martin W. Wolf
Title: C.R.D.
E-mail Address: martinw@nativehealth.org
Date: 3/31/11

(Please clearly print all information. Thank You.)

Company: NextGen Healthcare

3DDFC6A9A458499...

Bob Ellis

Date Signed By Bob Ellis

3/31/2011

Name:



Software License & Services Agreement

ATTACHMENT A
Implementation Assumptions

You agree to assign a Project Manager to coordinate Your personnel's training on the Software and to establish a Core Team that will participate in the train-the-trainer implementation process. (Unless separately purchased, You will have purchased hours to adhere to a Train-the-trainer implementation format. The Trainer-the-trainer approach assumes that Your Core Team, in accordance with the timeframe indicated in the implementation project plan/timeline, will provide any and all end user training to Your personnel.) Company's implementation team will then work with Your Project Manager and Core Team to create the mutually acceptable implementation plan that will best utilize the Implementation & Training Service hours that You have purchased.

You acknowledge that eLearning training is an integral part of Your implementation rollout. As such, the successful completion of the System Configuration Training ("SCT") and Core Group Training (CGT) eLearning training curriculum is a prerequisite, for moving forward with the implementation of the software. These key milestones will be included within the project plan.

Although eLearning training will be utilized for SCT and CGT training, Post SCT and CGT review sessions will be conducted by Company's implementation team to confirm Your understanding on the Software's database set-up as well as basic features/functionality. Post review sessions will be provided via the Internet using WebEx technology unless implementation Service hours are available to You that can accommodate on-site review sessions.

Should Company's implementation team determine Your Core Team or other end-users registered for the eLearning training curriculum have not successfully completed the required on-line eLearning training, Company's implementation team will work with You to: (i) re-establish a project/implementation timeline based on new on-line completion dates and (ii) establish a new mutually acceptable go-live date. At Your option, You may purchase additional on-site or remote training/classroom hours to assist You in moving the implementation forward.

Unless otherwise stated in the Agreement, the implementation services hours sold assume the implementation and training for one of Your locations. Should additional locations require implementation services, additional hours will need to be purchased to accommodate these individual rollouts.

The mutually developed and approved implementation/project timeline will be designed outlining the expected usage for the implementation service hours purchased. You understand that should over utilization of hours occur due to need for additional training sessions, project management services, on-site time, phased Go-Lives and the like, additional Service hours will need to be purchased prior to performing these initiatives.

Implementation and training service hours are provided during Business Hours. Should resources be required outside of Business Hours, additional Service hours may be needed to be purchased to cover this time.

Unless separately purchased in the contract, the Service hours You purchased are for training and utilization of the KBM provided at Software Installation. Your Core Team, in accordance with the timeframe indicated in the implementation project plan/timeline, will perform any template and document customizations/development. Should You elect to have Company provide this service, additional Service hours may need to be purchased.

Implementation Prerequisites for EHR

<u>Tasks</u>	<u>Prerequisites</u>
Project Kick-off	
Installation of Software	Hardware, Operating System Software, cabling, electrical
System Check	Installation of Software is complete
eLearning Registration of Your Users	eLearning enrollment form is complete
System Configuration training (SCT) via eLearning ⁽¹⁾	System Check; eLearning Registration
Post SCT eLearning Review ⁽¹⁾	SCT via eLearning
Post SCT Set-up Review	SCT eLearning; Post SCT eLearning Review
Database Set-up / Configuration	SCT eLearning training
Database Review	SCT eLearning; Database Set-up
Core Group Training via eLearning ⁽¹⁾	EHR SCT via Intranet
Post CGT eLearning Review ⁽¹⁾	All SCT tasks
Pre Go-Live	Core Group Training via eLearning
End-User Training (training to be provided by You unless additional Service hours are purchased)	Post CGT eLearning Review
Go-Live	Post CGT eLearning Review; Pre Go-Live Post CGT eLearning Review; Completion of all end user training; Approval received to move to production

Ancillary Implementation & Training Services

ICS Implementation/Training	Server and Software installed; ICS implemented on workstations; ICS eLearning
-----------------------------	---

© 2009 NextGen Healthcare Information Systems, Inc. All rights reserved. NextGen, the NextGen logo, and the NextGen Healthcare Information Systems logo are trademarks of NextGen Healthcare Information Systems, Inc. All other trademarks and service marks are the property of their respective owners.



Software License & Services Agreement

RTF File Monitor Implementation/Training

NOTES:

- (1) Project timeline will be halted at this point if the respective eLearning training has not been completed. The timeline for all subsequent tasks will need to be adjusted based on the estimated completion date.
- '(2) Based on Project Plan, SCT eLearning and Post SCT eLearning Review may be replaced by classroom training at Company Facility or at Your Location, depending on available Services hours or through additional purchase of Service hours.
- '(3) Based on Project Plan, CGT eLearning and Post CGT eLearning Review may be replaced by classroom training at Company Facility or at Your Location, depending on available Services hours or through additional purchase of Service hours.

Implementation Prerequisites for EPM:

<u>Tasks</u>	<u>Prerequisite(s)</u>
Project Kick-off	
Clearinghouse paperwork processing (if applicable)	Project Kick-off
Installation of Software	Hardware, Operating System Software, cabling, electrical
System Check	Installation of Software is complete
eLearning Registration of Your Users	eLearning enrollment form is complete
System Configuration training (SCT) via eLearning ⁽²⁾	System Check; eLearning Registration
Post SCT eLearning Review ⁽¹⁾	SCT via eLearning
Post SCT Set-up Review	SCT eLearning; Post SCT eLearning Review
Database Set-up / Configuration	SCT eLearning
Database Review	SCT eLearning; Database Set-up
Core Group Training via eLearning ⁽³⁾	All SCT tasks
Post CGT eLearning Review ⁽⁴⁾	Core Group Training via eLearning
Claims Testing Assistance (if applicable)	Database Configured; Appropriate paperwork completed with Clearinghouse; Completion of Post CGT eLearning Review
Pre Go-Live ⁽⁴⁾	Post CGT eLearning Review; Successful completion of Claims Testing (if applicable)
End-User Training (training to be provided by You unless additional Service hours are purchased)	Post CGT eLearning Review; Claims Testing (if applicable); Pre Go-Live
Go-Live	Post CGT eLearning Review; Completion of all end user training; Completion of Claims Testing by You; Approval received to move to production
Advanced Training	Approximately 15 days after the Go-Live
Post Go-Live	Approximately 30 days after the Go-Live

Ancillary Implementation & Training Services

ICS Implementation/Training	Server and Software installed; ICS Implemented on workstations
RTS Implementation/Training	Clearinghouse selected; Paperwork is processed; Server and Interface Software installed

NOTES:

- (1) Project timeline will be halted at this point if the respective eLearning training has not been completed. The timeline for all subsequent tasks will need to be adjusted based on the estimated completion date.

(2) Based on Project Plan, SCT eLearning and Post SCT eLearning Review may be replaced by classroom training at Company Facility or at Your Location, depending on available Services hours or through additional purchase of Service hours.

(3) Based on Project Plan, CGT eLearning and Post CGT eLearning Review may be replaced by classroom training at Company Facility or at Your Location, depending on available Services hours or through additional purchase of Service hours.

(4) Project timeline may be delayed if successful Claims Testing is not completed. The timeline for all subsequent tasks may need to be adjusted based on the estimated completion date.

ACCEPTED BY:

You: Native American Health Center

February 2009 - 11:44 AM



Software License & Services Agreement

Name:
Title:
Date:

A handwritten signature is written over a rectangular box. Inside the box, the typed text "Name:", "Title:", and "Date:" is visible above the handwritten signature. The handwritten signature appears to read "Mark D. 3/3/11".

Software License & Services Agreement Addendum

This is an Addendum to a certain Software License & Services Agreement (the "Agreement") executed of even date herewith (the "Agreement") by and between Native American Health Centers referred to hereafter as "You" and NextGen Healthcare Information Systems, Inc. ("Company").

- A. This Addendum is written modification of the Agreement in accordance with Section 27 of the Agreement and is an integral part of the Agreement. The Agreement, except as modified herein, remains in full force and effect.
- B. In the event of a conflict between the Agreement, any previously executed Addendum and the terms of this Addendum, the terms of this Addendum shall prevail.
- C. All terms used herein that are not defined herein shall have the meanings ascribed thereto in the Agreement.

NOW, THEREFORE, the parties hereby agree to modify the terms of the Agreement as follows:

1. Section 1 of the Agreement is amended to add the following defined term:
 - **System Specifications** means the materials that collectively describe the operation, functionality and performance of the System including without limitation the User Materials, the attached acceptance criteria and other written representations regarding System functionality, if any, contained within the Agreement, any Addendum and related attachments including the System Requirements Summary and the Company's response to any request for proposal (RFP) submitted by You or any CHCN health center.
2. Section 2 of the Agreement is amended to reflect that the Provider license to workstation ratio is increased from 1:5 to 1:10.
3. Section 2 of the Agreement is clarified to reflect that solely for use in calculating the number of NextGen® Ambulatory EHR and PM software: for each Provider License set forth in Appendix 1, You may have either one (1) full-time Provider, one (1) full-time Mid-Level Provider, one (1) Behavioral Health Provider or the equivalent number of Providers and/or Mid-Level and/or Behavioral Health Providers using the Software (each an "FTE") who are rendering clinical treatment and billing, rendering at any location, services which are tracked by the Software as calculated below:

Each time the practice desires to add an FTE, the practice will provide Company with a written report ("FTE Report") that shows the following: (1) calculations of the average number of hours their Providers work at the practice over the last 12 months and divide

Software License & Services Agreement Addendum

that number by 2,080 to reach the FTE Provider number. That FTE Provider number must be rounded up to the next whole number. [By way of example: The practice's Provider's total hours in one year equal 17,845. This number is divided by 2,080 and you get 8.579. The practice would be required to purchase 9 Provider licenses]; and (2) a listing of Providers by position, but not by name, and delineation of whether such Provider is a full time or part time Provider position. The split FTE calculation to determine the number of Provider licenses that will need to be purchased will be performed separately for Providers, Mid-Level Providers, and Behavioral Health Providers. [By way of example: The practice's Mid-Level Providers' total hours in one year equal 11,000. This number is divided by 2,080 which equals 5.288. The practice would be required to purchase 6 Provider licenses.] FTEs can be added no more often than once per month and Company will need four (4) business days from the receipt of a complete report (and payment for any additional Provider licenses that may be required to be purchased) to add any additional FTEs to the System. For Administrative Doctors, the split FTE calculation will include only hours when such individuals are actually in clinic seeing patients. For the avoidance of doubt, the parties understand and agree that providers who work full time (more than 39 hours per week) shall require only one license, regardless of how many hours they work.

Notwithstanding the above, and for purposes of clarification, should You elect to purchase Company's optional hosting services, the hosting services fee will not be based on this FTE formula.

4. The term set forth in Section 5 of the Agreement is increased from 50 years to 99 years. Sections 2 and 5 of the Agreement are amended to reflect that upon payment of all Software license fees set forth in Appendix 1, the Software licenses, set forth in Appendix 1), granted under this Agreement shall be deemed paid in full.
5. Should you elect to purchase Company's hosting services under a separate agreement, then Company agrees to use its best efforts to make sure that the Software and System configuration will support System Response Times and Uptimes which are consistent with the warranties contained in such separate agreement. Should you elect to arrange for hosting services through another source, Company agrees that the following terms shall apply to the operation of the Software: Company agrees that the Software will be available for operational use an average of at least ninety-nine point nine percent (99.9%) of the time (i.e. not down for more than 9 hours per calendar quarter), excluding downtime caused by You, a force majeure event, environmental conditions outside Company's control, third party software (except for third party software required by NextGen) or network failure, downtime required for the installation of new hardware (collectively the "Exclusions".) The Software shall be considered available for operational use when it is able to

Software License & Services Agreement Addendum

perform substantially all material functions in accordance with the System Specifications. If, except as a result of the Exclusions set forth above, the Software is not available for operational use more than 9 hours per calendar quarter, You will be receive a credit in the amount of the following month's Software Maintenance, up to a maximum credit of 6 months per year.

6. Section 8 of the Agreement is amended as follows:

Both parties will use their reasonable efforts to develop and fine-tune a single consolidated implementation plan for the Software, Interfaces, and conversion services set forth in Appendix 1 within 45 days from the Effective Date and with the overall goal of achieving for all Your clinics and for the Software set forth in Appendix 1 a targeted 'EPM Go Live' within six months from the Effective Date, 'EHR Go Live' within 10 months from the Effective Date and System Acceptance within twelve months from the Effective Date, with respect to the items set forth in Appendix 1. This implementation plan shall contain the major milestone activities that will be needed in order to implement the Software listed in Appendix 1, including a suitable acceptance testing period, along with deadline dates and responsible party for each activity. Both parties shall agree to the terms of the implementation plan and any changes to the plan in writing and neither party shall unreasonably delay Software Installation and/or implementation.

You understand that your implementation will be utilizing Company's newest, general release version of its KBM (version 8.x).

System Acceptance (as such term is used herein, including but not limited to the payment terms set forth in Section 9 of the Agreement, as amended) shall not occur until after You have completed both technical and clinical testing (the "Acceptance Test Period") through which the System, as a whole, is performing in an integrated fashion in accordance with the System Specifications and, if any, the additional testing protocols developed by mutual agreement of the parties during the implementation process. In any event, the length of the Acceptance Test Period shall provide You the opportunity to test the fully implemented System in a live production environment for not less than sixty (60) days following Go-Live at Your final clinic site. Should the System not perform in accordance with the System Specifications, You will use reasonable efforts to promptly notify Company of such deficiency and provide Company a detailed, written description of the deficiency. Such notification must contain the specific function from within the System Specification which the System has allegedly failed to meet and the test results showing lack of conformity with the specification. A singular failure that cannot be duplicated by You or Company on Your System shall not be deemed a failure of the System under this section. Company shall cure any defects in System performance or failures to perform in

Software License & Services Agreement Addendum

accordance with the System Specifications that communicated by You as described herein, at no cost to You. Following any such cure, shall have at least thirty (30) days to re-test System performance for other deficiencies or failures. You retain the right to reject the System if the System (including any material part) continues to have significant deficiencies despite opportunities for the Company to cure. If System Acceptance has not been achieved within six (6) months after Go-Live at Your final clinic site, You may elect to either (i) terminate this Agreement, such termination to be effective upon Company's receipt of Your notice of termination, and pursue its rights and remedies against Company as permitted in this Agreement, or (ii) inform Company that You deem System Acceptance to be achieved, despite the unremedied non-conformances with the System Specifications, will be re-commencing the use of the System in a live production environment and pay the installment due Company upon achieving System Acceptance minus a holdback reasonably commensurate with the seriousness of the unremedied non-conformances with the System Specifications (such amount to be paid promptly paid when Company remedies such non-conformances); provided that the amount of such holdback shall not exceed the amount of the installment due upon achieving System Acceptance.

NextGen warrants that the KRM provided in Appendix 1 can be successfully installed and adopted in primary care, obstetrics, gynecology, pediatrics, behavioral/mental health, optometry/ophthalmology physician practice environments with minimal (less than 40 hours) of customization required by You where System adoption is defined as:

- a. Vital signs are recorded and the Software is used to identify changes in body mass index and blood pressure
- b. Tobacco use is recorded
- c. Advance directives recorded.
- d. Growth charts are plotted using the Software for children.
- e. Computerized Physician Order Entry (CPOE) is used for laboratory and radiology orders where orders are sent via interface, faxed, or printed from the Software on appropriate forms.
- f. Problem lists are captured and maintained in the EHR.
- g. Reconciled and active medication lists are captured and maintained in the EHR.
- h. Allergy lists are captured and maintained in the EHR.
- i. Documentation for all clinical patient interactions, e.g., consultations, procedures, telephone calls, is completed in the EHR by all clinical staff and data is captured discretely as required for state and federal reporting, including key patient populations of adults, peds, perinatal, behavior health, nutrition, nurse visits, teen clinic, school based services.

[DG58734714DCC5A1K317045001]

Software License & Services Agreement Addendum

- j. Results of in-office diagnostic tests are captured discretely in the EHR, and the ability to create health center specific internal order sets.
- k. Clinical lab test results are incorporated into the EHR as structured data for clinical lab results ordered.
- l. Prescription orders are generated via electronic prescribing functionality.
- m. Prescriptions are generated via fax automatically if selected pharmacy cannot accept electronically prescribed orders.
- n. Prescriptions are generated via a Software-generated paper form automatically if a manual signature or tamper-proof prescription paper is required for the medication.
- o. Medication interaction and contraindication checking is performed using the Software each time a medication is prescribed including: drug-drug interaction checking, drug-allergy checking, drug-age checking, drug dose checking, drug lab checking, and drug condition checking.
- p. Coding (professional, procedural, and diagnostic) is completed within the Software and paper encounter forms are no longer in use.
- q. Patients are provided a clinical summary of the patient's office visit.
- r. Patients are provided patient-specific education resources.
- s. A summary care record is provided for each transition of care and referral.
- t. Ability to document manage the chart with chart abstraction, integration of data into EHR and scanning of data and appropriate filling of the electronic document.
- u. Ability to manage, assign, track, tasking duties to various staff.

7. Section 9 of the Agreement is amended to reflect that the payment terms for the Software and Services set forth in Appendix 1 will be as follows:

All items in Appendix 1, Other than Hardware, Services and Software Maintenance

40% upon Your execution of this Agreement*

10% upon completion of a mutually acceptable Implementation Plan consistent with the terms of Section 8 of the Agreement, as amended herein;

10% upon EPM Go Live at Your final clinic site;

10% upon EHR Go Live at Your final clinic site;

30% upon System Acceptance,

All items in Appendix 2, Other than Hardware, Services and Software Maintenance

30% upon Your written request to Activate the Software licenses covered in Appendix 2

Software License & Services Agreement Addendum

10% upon completion of a mutually acceptable Implementation Plan for the Appendix 2 Software licenses consistent with the terms of Section 8 of the Agreement, as amended herein;

30% upon EHR Go Live at Your final clinic site;

30% upon System Acceptance or 360 days from the Effective Date, whichever is earlier, subject to the Default provisions and related remedies stated herein.

Notwithstanding anything in this Agreement to the contrary - except for the terms of the Default provision set forth in Section 22 of the Agreement, as amended in this Addendum to allow You, to hold any payments due under this Agreement, if Company is in default, until Company has cured such default - all monies for all items in Appendix 1 other than Services, and Software Maintenance shall be paid within 360 days from the Effective Date.

**For all of the foregoing milestones other than the initial payment under Appendix 1, payments will be made following issuance of purchase order with net 30 day payment terms.*

EPM Go Live shall occur when the EPM software performs the following functions, in accordance with the User Materials and the System Specifications, on the Software set forth in Appendix 1, in a live (i.e. non-testing) environment:

1. The ability to search for patients by name, or a portion of the name, date of birth, social security number, medical record number, phone number, insurance identification number.
 2. The ability to schedule, modify, cancel, and reschedule, patient appointments
 3. The ability to schedule multiple resources for a single appointment, e.g., provider and interpreter
 4. The ability to schedule for providers who work at multiple locations/departments
 5. The ability to schedule group visits.
 6. The ability to produce a patient appointment reminder notice.
 7. The ability to create or modify patient demographic data that can be used for stratified quality reports.
 8. The ability to capture patient preferences for communication medium.
 9. The ability to capture emergency contact information.
 10. The ability to define additional or custom registration data fields and indicate if a field is optional or required.

Software License & Services Agreement Addendum

11. The ability to capture multiple care team members including primary care provider and specialty providers, e.g., dental and behavioral health.
12. The ability to track a privacy notice indicating a patient chart level and alerting end user if one isn't on file.
13. The ability to produce labels by user-defined criteria including name, demographic data, medical record number, and insurance information.
14. The ability to generate patient statements, with progressive dunning messages.
15. The ability to post a professional charge by revenue codes or hcpc codes.
16. The ability to post an FQHC billing (e.g., Code 01) and conduct the proper auto-adjustment. The ability to post a patient payment and insurance payment.
17. The ability to support non-standard billing codes.
18. The ability to add DSM4 codes to the mental health billing code lists.
19. The ability to apply a flat fee schedule or a sliding fee scale depending on health center location.
20. The ability to update dependent and insured demographics.
21. The ability to produce a HIPAA-compliant electronic claim (837) and import the 997 acknowledgement.
22. The ability to produce a HIPAA-compliant 270 Eligibility Inquiry and receive a 271 Eligibility Inquiry response through the clearinghouse.
23. The ability to send and receive HIPAA-compliant Referral Authorization transactions (278) through the clearinghouse.
24. The ability to electronically receive remittance advice (835) and post corresponding payments and adjustments.
25. The ability to automatically move the remaining balance after a payment is entered into the Software to the next responsible party and, ultimately, to the patient's self-pay account.
26. The ability to scan an insurance card and attach it to the insured patient's information.
27. The ability to produce business reports to measure and track productivity and financial performance at the enterprise, location, and physician level.
28. The ability to produce and submit the Bureau of Primary Health Care Uniform Data Set (UDS) reports.
29. The ability to produce and submit the California Office of Statewide Health Planning and Development (OSHPD) reports

DGSB73477.DOCX\4344045001

Software License & Services Agreement Addendum

30. The ability to produce a Federally Qualified Health Center (FQHC) reconciliation report
31. The ability to produce and submit Title X reports including the Family Planning Annual Report (FPAR).
32. The ability to produce and submit the Indian Health Services (IHS) reports including encounters and registration, diabetes audit (DART) report, and the Government Performance and Requirements Act (GPRA) reports.
33. The ability to track disclosure and release of information.
34. The ability to automatically generate statements when patient self-pay accounts have an outstanding balance and the ability to move collection status after 90-120 days.
35. The ability to produce dashboard reports that can be set up for enterprise level managers, as well as practice level managers.
36. The ability to produce a completely customized report using available meta data using the standard report writer.
37. The ability to calculate a sliding fee scale charge or specific copayment amount
38. The ability to collect patient family size and income, and determine sliding fee rate/copayment using family size, income, and Federal poverty level guidelines.
39. The ability to track aging report by site and insurance carrier
40. The ability to produce a billing report by aide code, diagnoses, insurance carrier and charges
41. The ability to send E-claims for codes 11 and 20
42. The ability to auto adjust the charges and billed just the PPS rate
43. The ability to void charges
44. The ability to do billing with new FQHC Medicare change request 7038 effective 01.01.2011, especially dealing with Palmetto.
45. The ability to send e-claims with PPS by site or facility without creating different insurance carrier
46. The ability to charge RX by quantity and fees and billed with the correct copay.

EHR Go Live shall occur when the EHR Software performs the following functions, in accordance with the User Materials and the System Specifications, on the Software set forth in Appendix 1, in a live (i.e. non-testing) environment:

1. The ability to enter triage notes, refill requests for a patient and forward to provider.
2. The ability to audit and report access events for a user in the Software.

Software License & Services Agreement Addendum

3. The ability to record vital signs, medical and social history with customized tracking fields and templates.
 4. The ability to order, track and display labs, diagnostics, referrals and current status (including authorizations status, and pre-labs required, etc.) both internally and externally generated electronically or on appropriate facility forms, for all insurers .
 5. The ability to review lab results with abnormal ranges posted, and to create action/tasking plan with managing and tracking ability.
 6. The ability to check drug interactions while writing a prescription.
 7. The ability to access payer specific formularies while writing a prescription provided that formulary data is part of Surescripts/RxHub.
 8. The ability to transmit a prescription to a pharmacy by fax or work list.
 9. The ability to transmit a prescription electronically to a pharmacy that accepts electronic prescriptions.
 10. The ability to receive and respond to prescription refill and renewal requests electronically from pharmacies that accept electronic prescriptions and generate electronic requests.
 11. The ability to create a clinical decision support rule and alert for patients based on primary diagnosis, protocols, gender, and/or age and present the alert to the appropriate party who can take action.
 12. The ability to create and view reports by provider, patient, diagnosis, or procedure.
 13. The ability to generate patient lists for specific conditions and based on multiple patient-specific parameters.
 14. The ability to scan a document and attach it to the visit or record
 15. The ability to produce and send patient reminders via auto-generated letters according to specified criteria.
 16. The ability to provide patients with an electronic copy of their health information.
 17. The ability to produce business reports to measure and track clinical indicators.
 18. The ability to review, communicate, make addendums and sign off on support staff, mid level providers, nursing charts and other documentation.
 19. The ability to dispense, track, and print labeling for sample medications .
 20. Software logic protocol to automatically directs incoming labs, diagnostic reports, incoming correspondences, and tasks to appropriate provider.

Software License & Services Agreement Addendum

21. The ability to classify certain parts of the chart for behavioral health patients as confidential so that they are only viewable by users with appropriate security.
22. The ability to create custom data input templates and forms to allow standardized and complete documentation as well as discrete data reporting.
23. The ability to access reference libraries and tools.

Hardware

100% upon Your execution of this Agreement.

Services

Ten percent (10%) upon the Effective Date ("Initial Block") to be applied against the Initial Service hour usage. Otherwise Company agrees to invoice you in arrears for Services actually performed. Company agrees to use its reasonable efforts to stay within its travel expense guidelines when performing tasks for You under this Agreement, which are presently: \$600 for each round trip coach airfare and the reimbursement of the actual hotel, car rental and meal expenses incurred up to a maximum daily reimbursement of \$130/day for hotel, \$60/day for car rental and \$40/day for meals. When possible, Company will seek to obtain Your mutual agreement to such expenses prior to their being incurred. For each visit to Your location where services are performed and billable, Company agrees to promptly provide You with a copy of a Visit Report of such visits. Visit Reports will show what services were performed each day and by whom and how many hours were used. Further, Company will provide You with a monthly report on the status of how many hours were used the previous month and how many hours remain. Company agrees that to the extent You and other health centers within the Community Health Center Network ("CHCN") are able to coordinate and arrange for collaborative implementation, training or other Service sessions, Company will not bill time under each CHCN health center contract individually, but instead will bill time for a single session in a method that is mutually agreed by the parties.

In addition, the parties agree that the last sentence in Section 9 of the Agreement is hereby deleted.

8. Section 10 of the Agreement is hereby amended to include the following:

With respect to any applicable sales tax or other taxes, Company agrees to provide You with an estimate of any such tax due prior to actual billing, and to cooperate with You to ensure that the assessment of such tax is correct and accurate given the nature of the Software and Services

Software License & Services Agreement Addendum

provided under this Agreement, as well as tax requirements in the State of California.

9. Section 12 a. (i) is amended to reflect that at no additional charge beyond the quarterly Software Maintenance fee, Updates to the Software will be provided to keep the Software in compliance with federal (including CMS and the HITECH Act) regulated changes (including, but not limited to, required electronic transaction standards and code sets, s) as well as those changes identified in writing by you which would be considered necessary toward keeping the Software in federal compliance.

10. Provided that You are current on Software Maintenance Service fees, and at no additional cost to you, Company agrees that throughout its Software Maintenance Services, Company is and will continue to be diligent in providing features to the Software (as updated with any applicable Updates provided under Software Maintenance) and will otherwise modify the Software as necessary to remain in compliance with applicable federal and state laws, guidelines and regulations. Additionally, Company will keep the Software capable of addressing requirements of accrediting agencies applicable to You (e.g., Joint Commission, FDA, HIPAA, HITECH, ARRA), and other federal regulatory standards related technology (e.g. CCHIT, HL7, etc.) and Federal/State HIE initiatives. Without limiting the foregoing, Company will take steps to ensure that the Software will allow You to capture and report clinical data so that You can meaningfully participate in federal pay for performance and "pay for meaningful use" incentive programs, and all Updates to the system Software shall include functionality and/or capability necessary to satisfy all requirements of a Certified EHR Technology for use by You as a Complete EHR and to attain meaningful use as defined in the HITECH Act, its implementing regulations, and any subsequent amendments thereto, or requirements issued by the California Department of Health Care Services. (Notwithstanding anything herein to the contrary, nothing shall prohibit Company from providing certain of these capabilities through separate modules or services.) Should Company fail to meet the foregoing requirements ("Failure"), then You shall receive a refund as follows:

Time from Go-Live	Percent of refunded Software License fees paid
0-12 Months	100%
13-24 Months	60%
25-36 Months	30%
37-48 Months	15%
49-60 Months	5%

Additionally, during the time of Failure, Company will allow You to prospectively reduce Your payment of the Quarterly Software Maintenance Services fee by 50% until such time as Company has cured the Failure. ("Reduced Maintenance") During the time of Reduced Maintenance, You would still be entitled to all Software Maintenance Services, including any Updates released during the period of Reduced Maintenance. Once the Failure is cured, You would be required to

Software License & Services Agreement Addendum

prospectively recommence payment of 100% of the Software Maintenance Services fee owed to Company under the Agreement.

11. Section 12 of the Agreement is amended as follows: provided You are current in Your payment for Software Maintenance Services, should Company elect not to provide support for the Software, and should Company provide alternate software to the Industry (i.e. a product that contains eighty percent (80%) or more of the functionality, as reasonably determined in accordance with the User Materials) then Company agrees to replace the Software with its alternate software at no charge to You.
 12. The introductory paragraph to Section 12, subsection a., of the Agreement is replaced with the following: "Provided You are current in Your payments and otherwise in material compliance with this Agreement, then Company shall provide You with its Software Maintenance Services, which include:..."
 13. Section 12 a. (i) of the Agreement shall be deleted and replaced with the following:

Updates. At no additional charge beyond the quarterly Software Maintenance fee, all Updates to the Software, which shall include keeping the Software in compliance with federal (including CMS and the HITECH Act) regulated changes that are identified, in writing, by You or of which Company has become aware. Company will support up to two (2) major releases of the Software (including both the core Software applications and the KBM); provided, however that in no event shall You be required to install a new release any more frequently than one (1) time per any twelve (12) month period. Installation of a required Update more than once in any twelve month period shall not be deemed a violation of this section. Company represents that it has and will continue to maintain a quality assurance process and as part of its maintenance services, uses reasonable efforts to thoroughly test all new releases and Updates.

You have advised Company that You do not want to participate in any beta testing program and desire only to install general-released versions of any Update; accordingly, nothing herein shall require otherwise.

Upon receiving an Update or a new Software Release and performing Your own, Independent testing of the Update or release in a testing, non-production environment, If You identify and document more than ten (10) material errors or bugs (i.e. the Software does not perform in accordance with the User Materials) in the Software after Installing the Update, You will notify Company of such deficiency and provide Company, within one day, a detailed, written description of the deficiency. Such notification must contain the specific function(s) from

Software License & Services Agreement Addendum

within the User Materials of which the Software has allegedly failed to meet and the test results showing lack of conformity with the User Materials. Failure(s) that cannot be duplicated by You or Company on Your System shall not be deemed a failure of the Software under this section. Company shall cure any defects in the Update performance or failures to perform in accordance with the User Materials that have been properly documented and communicated by You as described herein, at no cost to You. Following any such cure, You may resume testing of the updated Software in Your testing environment. Any use by You of the updated Software in a live environment after Your notification to Company of a deficiency but before Company has provided You with a cure for such deficiency shall deem the Update as being tested and approved by You. If Company does not provide a thoroughly tested Update with fewer than ten [10] documented material errors or bugs after three (3) requests for re-testing as previously described, then starting 7 business days from the third provision of a reportedly re-tested Update, Company agrees to provide You with a credit equal to one (1) month of Your Software Maintenance Services fees for each additional seven (7) business days that Company does not provide a thoroughly tested Update (as defined by less than ten [10] documented material errors of the Software not performing in accordance with the User Materials and is not already a known error or bug identified within the applicable Software or Update's Release Note) – up to a maximum total credit of three (3) months.

14. Section 12 a. (iv) of the Agreement is amended confirm that if You participate in the Source Code Escrow program and Company becomes subject to any bankruptcy, insolvency, liquidation or other similar proceedings that are not dismissed within 90 days after their commencement, that You would obtain a license to use the source code in accordance with terms of the Source Code Escrow program.
15. Section 12(a) of the Agreement is further modified to reflect that as part of the Software Maintenance services, Company agrees that should an Update require that Your database be converted and/or migrated to the new version and should Company not provide its customers with tools to simplify such conversion and/or migration so that it can be performed by the customer on its own, then Company agrees to provide a conversion and/or migration, at no additional charge, to the updated and/or new version of the Software.
16. Section 12 of the Agreement is amended to reflect that Company agrees to telephonically respond to all received trouble calls for Software Maintenance, received telephonically during Business Hours, within fifteen (15) minutes, provided You advise Company at the time of the call that it is an *urgent matter*. For the purposes of Section 12, an "*urgent matter*" shall be defined as any System fault or failure of the any Software

Software License & Services Agreement Addendum

covered by Section 12 that does not allow processing or material use of the Software to occur as set forth in the User Materials. The standard for response to all non-urgent requests shall be no more one (1) business day. The standard for resolving urgent requests shall be forty-eight (48) hours from the initial support call unless mutually agreed upon in writing by Company and You.

If Company does not respond to an *urgent matter* during Business Hours within thirty (30) minutes from its receipt of such telephonic call or does not resolve, or use its best efforts to commence to resolve, an *urgent matter* within one (1) business day from its receipt of such telephonic call, Company shall credit You with one full month of Software Maintenance Services fees, for each additional 1 hour period that Company does not respond after the initial response or resolution period, up to a maximum total credit of 3 months per calendar year. However, if such urgent request is because the Software is totally inoperable then the twenty-four (24) hour period set forth in this Agreement shall be reduced to an eight (8) hour period.

In addition, in the event that an *urgent matter* is not responded to within the time frame set forth above, You may escalate any such response time dispute as set forth below. The chart indicates the order which must be followed and the time periods before the next level is pursued (i.e. before the Director of Customer Support is involved, the parties must go through the prior two stages). Escalation must be initiated by written notice.

You	Company	Response Time Period from Initial Support Call
Certified Professional	EPM/EMR Team Leader	3 hours
Certified Professional	EPM/EMR Supervisor	5 hours
Director of IT	Director of Customer Support	8 hours
VP	Project Manager or VP Client Services	10 business days
CEO	General Manager	20 business days

Provided You are current in your payment of all fees due under the Agreement, the Software Maintenance Services set forth in Section 12 of the Agreement shall be amended to reflect that the hours for Software Maintenance services shall be available 24 hours a day, seven days a week. However, If Maintenance Services are rendered outside of Company's Business Hours then You shall pay for such Maintenance Services on an hourly basis at Company's then current hourly rate, which is presently \$225 per hour. For a two (2) year period commencing from the Effective Date of the Agreement, Company agrees that the hourly rate charged for Maintenance Services rendered outside of Company's

Software License & Services Agreement Addendum

Business Hours shall be at discounted Service Hour rate set forth in Appendix 1. Company agrees to advise You prior to commencing any work that would fall outside of the normal business hours and hence result in the per hour charge.

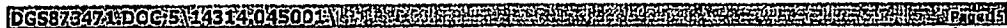
17. Section 12 of the Agreement is amended to reflect that following the second year of this Agreement, any annual increase in Software Maintenance Services fees for those Software items set forth in Appendix 1 shall be limited to the lesser of 4% of the aggregate annual fees due in the previous year or the change in the Consumer Price Index plus 1%. Increases shall be effective only upon one hundred twenty (120) days advance written notice to You.

18. Section 12 of the Agreement is amended to reflect that EPM Software Maintenance Services and fees charged for such services begin 6 months from the Effective Date of the Agreement. You will be entitled to all EPM Software Updates free of charge beginning with the Effective Date of the Agreement and ending with the commencement of EPM Maintenance Services. Prior to the commencement of EPM Maintenance Services, You will not be entitled to any maintenance related services other than EPM Software Updates which are provided free of charge for up to 6 months from the Effective Date of the Agreement.

19. Section 12 of the Agreement is amended to reflect that the EHR Software Maintenance Services, and the fees charged for such services, for the EHR Software set forth in Appendix 1, will be as follows:

<u>Months from Effective Date</u>	<u>Percent of EHR Maintenance Services Fee to be Paid</u>
First six months ("Initial Period")	0%
After 6 months from Effective Date	50%
After 12 months from Effective Date	100%

During the Initial Period, You will be entitled to all EHR Software Updates free of charge and will not be entitled to any maintenance related services other than EHR Software Updates which are provided free of charge through the Initial Period. For Software covered in Appendix 2, as applicable, the foregoing timeline will apply with the replacement of "Effective Date" with the date You purchase the Software covered in Appendix 2 (hereafter the "Appendix 2 Effective Date"). For the avoidance of doubt, Company agrees that 50% of the Maintenance fees for Software included within Appendix 2 will commence 6 months after the Appendix 2 Effective Date, and 100% of the Maintenance fees for the Appendix 2 Software will not commence until 12 months after the Appendix 2 Effective Date.

[REDACTED]

Software License & Services Agreement Addendum

20. Section 13 of the Agreement is amended to reflect that following the second year of this Agreement, any annual increase by Company in its charges for those items set forth in Appendix 1 shall be limited to the lesser of 4% of the aggregate annual fees due in the previous year or the change in the Consumer Price Index plus 1%, unless Company can reasonably demonstrate that Company's direct costs paid to third parties to process claims increases by a larger percentage, in which case Company may increase the fees by no more than such increase in its direct costs.
21. Section 14 of the Agreement is amended to reflect that for thirty six (36) months commencing from the Effective Date, You may purchase, based upon a mutually agreed to payment schedule additional Software (including but not limited to, Interfaces, HIE and QSI Dental) and Service hours, at the same discounted price/rate as set forth in Appendix 1.

The Company provides optional hosting services which you may purchase from the Company, within 45 days from the Effective Date, at the following per month, per Provider rates, based on a four year hosting term: \$175 per month based on a 5:1 user to provider ratio (number of total users to total Providers). Each user over the 5:1 ratio will be charged an extra \$35.00 for each. Such hosting services would be purchased by You under a separate agreement that would be negotiated in good faith between the parties should You decide to purchase such optional hosting services. You may purchase hosting services from the Company or from another provider or you may host the software yourself. You also acknowledge that you have two maintenance pricing options available to You which You agree to elect within 45 days from the Effective Date of this agreement. Should you elect to host the software yourself or with a third party, the Maintenance Services fee be increased from 11% shown in Appendix 1 to 14% to reflect the increased costs to support You.

In addition, You have advised Company that You may desire to purchase additional, optional Interfaces from Company within 30 days from the Effective Date but desire additional technical specification information as well as pricing for such optional Interfaces. Company has agreed to provide You with such information within ten (10) days of the Effective Date.

22. Section 16 of the Agreement is amended to reflect that:

Proprietary Protection. A party or its third party suppliers have sole and exclusive ownership of all rights, title, and interest in and to the party's Confidential Information, subject only to the right and license expressly granted to the other party herein. This Agreement does not provide You with title or ownership of the Software, but only a right of

Software License & Services Agreement Addendum

limited, internal use. The obligations with regard to Confidential Information shall survive termination of this Agreement for any reason and shall remain in full force and effect. The restrictions on disclosure of Confidential Information described above do not extend to any item of Confidential Information which: (i) is publicly known at the time of its disclosure, (ii) is lawfully received by the disclosing party from a third party not bound in a confidential relationship with the party that owns the Confidential Information, (iii) is published or otherwise made known to the public by the party that owns the Confidential Information, or (iv) was generated or developed independently by the party that owns the Confidential Information as demonstrated by the disclosing party's records. Each party may disclose Confidential Information to the extent required by law provided that the disclosing party must give the party that owns the Confidential Information prompt written notice of it.

23. Section 19 of the Agreement is amended to reflect that Company also warrants during the Warranty Period and thereafter, provided You have elected and paid for Software Maintenance Services, that (a) any Software (including any Updates) at the time it is delivered to You does not contain any disabling code (defined as computer code designed to interfere with the normal operation of the Software, or Customer's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Software. (Notwithstanding the foregoing, You understand that the Software requires a valid license key be granted to activate the Software and use of such License Key and the NextGen Management Agent shall not be deemed a violation of this Agreement); (b) it has used its best efforts to scan for viruses within the Software, and that at the time of delivery of the Software and/or Update no known malicious software is within the Software; and (c) its employees, agents and subcontractors providing Maintenance Services and/or Services under this Agreement shall perform such Maintenance Services and Services in a professional and workmanlike manner in accordance with standard industry practices and shall be experienced and trained to perform such services; (d) provided Third Party Software, Hardware and Software set forth in Appendix 1, are compatible with the Software (including the Interfaces provided in Appendix 1, or Appendix 2 as applicable) and all these items will be compatible with each other and operate on the Hardware set forth in Appendix 1; and (e) that the System will perform in an integration fashion in accordance with the System Specifications. Section 19 of the Agreement is further amended to clarify that any action taken by Company to remedy a breach of the foregoing warranties shall be at Company's sole expense, including costs associated with any Company staff hours expended in connection with warranty issues.

DGSB734714.DOC/5\14514\045001

Software License & Services Agreement Addendum

24. Section 19 of the Agreement is amended to reflect that during the Warranty Period and thereafter, provided You have elected and paid for Software Maintenance Services, should the Software have a known Bug, Company agrees to provide You with a Bug Fix. Company further agrees to make reasonable efforts to provide such Bug Fix to You in such time and manner as is reasonably requested by You taking into consideration the nature of the errors and interruptions and their impact on your business operations.

25. Each party represents and warrants to the other that, to the best of its knowledge, that neither it nor its employees, contractors or agents are or have ever been a "Sanctioned Provider." For purposes of this Agreement, a "Sanctioned Provider" means a Person who is currently under indictment or prosecution for, or has been convicted of: (i) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any program funded under Title V or Title XX of the Social Security Act (the Maternal and Child Health Services Program or the Block grants to States for Social Services programs, respectively), (ii) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (iii) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (iv) obstructing an investigation of any crime referred to in (i) through (iii) above, or (v) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; has been required to pay any civil monetary penalty under 42 U.S.C. § 1320a-7a regarding false, fraudulent, or impermissible claims under or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment, or has been excluded from participation in the Medicare, Medicaid, or Maternal and Child Health Services (Title V) program, or any program funded under the Block Grants to States for Social Services (Title XX) program.

The parties warrant that they, to the best of their knowledge, are in good standing with all federal and state programs, and that they are properly qualified, licensed, registered and/or certified in conformity with federal and state laws and regulations. Should either party's status in regard to same change, that party will promptly notify the other party and the party that is notified will have the right to immediately terminate this Agreement. The parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of our relationship that may constitute or be construed to constitute a violation of federal or state law regulation, including but not limited to improper arrangements or referrals under the Ethics in Patient Referral Act, Title 42 of the United States Code Section 1395nn (a.k.a. the Stark law), the federal anti-kickback statute, Title 42 of the United States Code Section 1320a-7b(b)

Software License & Services Agreement Addendum

or the Health Insurance Portability and Accountability Act of 1996, 104 P.L. 191, 110 Stat. 1936 (1996). Each party agrees to take all reasonable precautions to avoid same.

26. Section 20 is hereby deleted in its entirety and replaced with the following:

EXCEPT AS SET FORTH IN THE AGREEMENT OR THE RELATED BUSINESS ASSOCIATE AGREEMENT), IN NO EVENT SHALL EITHER PARTY OR ANY OF A PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOST PROFITS, LOST DATA, OR LOST OPPORTUNITIES, IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY HARDWARE, THIRD-PARTY SOFTWARE AND/OR SERVICES INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

EXCEPT IN THE EVENT OF INTENTIONAL OR RECKLESS ACTS OR GROSS NEGLIGENCE BY COMPANY THAT IS THE DIRECT CAUSE OF THE HARM, IN THE EVENT THAT THE SOFTWARE OR ANY REPORT OR INFORMATION GENERATED BY THE SOFTWARE IS USED IN CONNECTION WITH ANY DIAGNOSIS OR TREATMENT BY YOU AND/OR ANY OF YOUR EMPLOYEES, AGENTS, REPRESENTATIVES, AND THE LIKE, COMPANY SHALL NOT BE RESPONSIBLE FOR SAME, INCLUDING RESPONSIBILITY FOR INJURY, DAMAGE AND/OR LOSS RELATED TO SUCH DIAGNOSIS OR TREATMENT.

EXCEPT IN THE EVENT OF INTENTIONAL OR RECKLESS ACTS OR GROSS NEGLIGENCE OF COMPANY OR AS OTHERWISE SET FORTH BELOW, IN NO EVENT WILL EITHER PARTY'S LIABILITY IN THE AGGREGATE FOR ANY DAMAGES FOR ANY MATTER ARISING UNDER THIS AGREEMENT EVER EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000). THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO A MATERIAL BREACH: (I) BY EITHER PARTY OF SECTION 16 (PROPRIETARY PROTECTION) OR SECTION 17 (LIMITATIONS ON USE, ETC.), (II) OF A PARTY'S OBLIGATIONS OF CONFIDENTIALITY UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION THE BUSINESS ASSOCIATE AGREEMENT), OR (III) OF COMPANY'S OBLIGATIONS OF INDEMNIFICATION (WHICH SHALL BE SUBJECT TO ITS OWN SEPARATE LIMIT OF LIABILITY AS SET FORTH IN SECTION 21 OF THE AGREEMENT, AS AMENDED) EXCEPT THAT FOR SUBSECTIONS (I) THROUGH (III) ABOVE SUCH "MATERIAL BREACH" SHALL BE DEEMED TO HAVE OCCURRED ONLY IF SUCH MATERIAL BREACH

Software License & Services Agreement Addendum

REMAINS UNCURED 60 DAYS AFTER WRITTEN DETAIL NOTICE OF SUCH MATERIAL BREACH HAS BEEN PROVIDED BY THE NON-BREACHING PARTY TO THE OTHER PARTY.

27. Section 21 of the Agreement is deleted and replaced with the following:
- Company will, at its own expense, defend, indemnify and hold You harmless against any and all losses, liabilities, judgments, awards and costs arising out of: (I) Your use of the Software and/or User Materials, in accordance with the terms of this Agreement, infringes or violates the patent, copyright, trade secret or other proprietary right of any third party and/or (II) any breach or alleged breach of those applicable laws or regulations relating to the gathering, transmission, processing, use, receipt, reporting, disclosure, maintenance, storage, or other treatment of confidential patient information including, but not limited to HIPAA. Company shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that You give Company prompt notice of any such claim of which You learn. Company's maximum liability for indemnification for all costs, including any judgment(s) rendered against You or Company under this section, shall be no more than a total of three (\$3,000,000) Million Dollars. Company may, at its sole option and expense, in the event any component of the Software is adjudged by a court of competent jurisdiction to be an infringement either (I) procure for You the right to continue using that component of the Software, or (II) replace or modify that Software so that it becomes non-infringing, provided that such replacement or modified component of the Software has similar, material functional characteristics as the infringing component of the Software.

28. Section 22 of the Agreement is amended to reflect the following:

Default: Should You fail to carry out any material obligation under this Agreement, Company may, at its option, in addition to other remedies, terminate this Agreement, discontinue and/or terminate any Maintenance Services, provided that Company first gives You sixty (60) days' prior notice in order to permit You to cure Your default. However for material violations of Section 16 and 17, provided that Company first gives You five (5) business days' prior notice in order to permit You to cure Your default, Company may in addition to any other remedy available, immediately seek a judicial order to disable the Software. Should Company fail to carry out any material obligation under this Agreement, You may, at Your option, hold any payments due under this Agreement, provided that you provide written notice of Company's default and give Company sixty (60) days to permit Company to cure its default. For purposes of clarity, You have the right to withhold any payments due under this Agreement immediately upon Your claim made in good faith that Company has failed to carry out a material obligation under this Agreement, and may continue to hold such payments during the sixty (60) day period afforded to Company to cure its default. Company may not terminate this Agreement, discontinue and/or terminate any

Software License & Services Agreement Addendum

Maintenance Services during such sixty (60) day cure period afforded to Company, or if You dispute in good faith that Company has failed to carry out any material obligation under this Agreement and hold any payments due under this Agreement due to Your good faith dispute. When Company has cured its default, any payment then due and owing under the Agreement will be paid by You within 5 business days.

Notwithstanding anything to the contrary in this Agreement and except for Your breach of Company's Intellectual property , the Vendor may not disable the Software, terminate the Agreement (or the licenses granted or maintenance and support services required) based on a mere allegation that You failed to cure a material breach if you dispute in good faith that You are in breach or if You assert in writing that Your failure to pay any fees allegedly due is because the Company has not performed as required.

29. Section 24 of the Agreement is replaced with the following:

24. Rights to Injunctive Relief. Recognizing and acknowledging that any use or disclosure of the Software and/or Confidential Information by either party in a manner inconsistent with the provisions of this Agreement may cause the non-breaching party irreparable damage for which other remedies may be inadequate, each party agrees that the other party shall have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as may be necessary and appropriate to prevent any unauthorized use or disclosure by the other party of any such information and that, in connection therewith, the other party shall not oppose such injunction on the grounds that an adequate remedy is available at law.

30. Section 26 of the Agreement shall be amended to reflect that the governing law for any matter arising under this Agreement shall be that of the State of California and that any cause of action arising out of or related to this Agreement may only be brought by You in the local court of applicable jurisdiction in the State of California, Alameda County and You hereby submit to the jurisdiction and venue of such court. Moreover, any cause of action arising out of or related to this Agreement may only be brought by Company in the local court of applicable jurisdiction in the State of California, Alameda County and Company hereby submits to the jurisdiction and venue of such court.

31. Section 32 is amended to reflect that Company shall staff sufficient and qualified personnel to complete its responsibilities and obligations for the Installation and Implementation of the Software set forth in Appendix 1. The Installer of the Software will be sufficiently qualified to install the Software. The Software trainer working on Your Implementation will be well-versed with the use and implementation of the Software and have

Software License & Services Agreement Addendum

experience in the health care information systems field. If agreed upon by Company's affected personnel, Company will provide You with a work summaries of such Personnel to be assigned to perform services under Appendix 1 or any statements of work; such work summaries for the Personnel assigned to perform training services shall include number of years of experience and number of installations completed. You shall have the right to request to replace any Personnel for good cause that You deem to be unacceptable to You. Company agrees to use commercially reasonable efforts to ensure the continuity of Personnel assigned to perform services hereunder for the entire project implementation unless (i) you request the removal of Personnel for good cause, (ii) Personnel leave employment with Company or otherwise change position within Company, or (iii) Personnel become otherwise incapacitated or deceased. Any replacement Personnel shall have substantially equivalent or better qualifications than the Personnel being replaced. There will be no charge to You for travel-related expenses associated with the replacement of Personnel or while the replacement Personnel acquires the necessary orientation and background up to a maximum of 8 Service hours; provided that to the extent that other Personnel continue to perform services hereunder, you will be charged accordingly. Should You exhaust Company's pool of available trainers, the parties shall negotiate in good faith, the timeframes set forth in this Agreement so as to prepare a new mutually acceptable implementation schedule. In addition, You will promptly replace Your personnel if Company demonstrates that such individual violated Company's written policies regarding professional conduct, security, confidentiality, ethics or workplace safety or is not, in Company's good faith opinion, effective. For services listed in Appendix 1 or any future statements of work, Company and You will designate a project manager, provided such Project Management Services are then purchased, and will coordinate all activities under a SOW with the project managers.

32. Company represents that it has and will continue to maintain the appropriate insurance policies, with commercially-reasonable minimum acceptable limits and types of coverage, required of it as a publicly traded corporation doing business within the Territory. Such insurance shall include, but not be limited to, workers compensation and general liability policies. Moreover, You represent that You have and will continue to maintain the appropriate and sufficient Worker's Compensation insurance, with minimum acceptable limits, to protect Your employees and/or subcontractors who will be performing work at Your facility and General Liability Insurance.
33. If there is a Request for Proposal ("RFP") or Request for Information ("RFI") previously submitted by You to Company to which Company has responded and that is attached to this Agreement, as it relates to any reference to the RFP/RFI, Company represents that the Software has the

Software License & Services Agreement Addendum

capability to perform in a manner consistent with Company's affirmative, written responses to Your RFP or RFQ, provided that:

- a) You have been adequately trained on the use of the Software, hardware and third party software.
 - b) You have purchased the capability described in such response to the RFP/RFI.
 - c) You have customized the system using Company supplied customization utilities, according to Your requirements.
 - d) You have purchased the necessary hardware and third party software that would be required to effectuate those capabilities set forth in the RFP/RFI.
 - e) You have performed Your material obligations and duties required of It under the Agreement.

Given that certain of the questions and responses are subject to interpretation, should any conflict arise related to the above representation, the parties agree to negotiate in good faith to arrive at a mutually agreeable resolution before commencing litigation.

ACCEPTED BY:	
You: Native American Health Center	
 Company: NextGen Healthcare <input type="text" value="SDDFC6A9A458499..."/> <input type="text" value="Bob Ellis"/> DocuSigned By: Bob Ellis	
Authorized Representative Name:  Date: 3/31/2011	
Authorized Representative Name: Date: 3/31/2011	

Software License & Services Agreement Addendum

EDITION

DGS873471D0G5V4314045001

Configuration Pricing SummaryPage 1 of 5
3/31/2011 1:22 PM**APPENDIX 1****Prepared for:** Native American Health Center**Proposal Date:** 3/29/2011

PM Version: 20110321

Item Description	QTY	Unit Price	Extended Price
Software			
NextGen Practice Management Provider License(s)	7	\$ 10,000	\$ 70,000
NextGen Practice Management Mid-Level Provider License(s)	18	\$ 7,000	\$ 126,000
NextGen Practice Management Behavioral Health Mid-Level Provider License(s)	2	\$ 2,500	\$ 5,000
NextGen Document Management Provider License(s) - Bundled	27	Incl.	Incl.
CHC UDS Reporting Module - includes the BPHC's UDS report for 330 grants only	1	\$ 12,000	\$ 12,000
NextGen Dashboard License - Per Provider	19	\$ 699	\$ 13,281
NextGen RTS (Real-Time Transaction) - Per Provider - Bundled; \$50/Provider/month for unlimited transactions OR All transactions will be \$.29 each	27	Incl.	Incl.
Practice License Fee			
Practice License Fee for NextGen Practice Management	1	\$ 20,000	\$ 20,000
Software Subtotal:			\$ 246,281
Interfaces			
Electronic Claims Interface(s): 1-time Fees for connection and setup:			
Electronic Claims, ERA to ClaimRemedi	1	n/c	n/c
<i>NOTE: No other Electronic Claims Interfaces are included. Any fees listed above are those charged by NextGen and may not include additional Clearinghouse/Payer fees for set-up, implementation, or recurring monthly transaction/provider charges.</i>			
Interfaces Subtotal:			\$ -
Conversions - NextGen Defined Format			
Demographics ONLY	1	\$ 6,000	\$ 5,000
<i>*All conversion files must be in an ASCII delimited file in the standard NextGen conversion format. Selected Conversions will include above 1-time fees plus additional services fees in the Services section.</i>			
Conversions Subtotal:			\$ 5,000
Hardware			
Cisco ASA 5505 Security Appliance (up to 10 Sites/Locations)	1	\$ 719	\$ 719
Hardware Subtotal:			\$ 719
Third Party and Other Software			
Libraries - yearly subscription fee/updated per year / per provider			
Bundled ICD9 and CPT4 Codes Loaded (First User License Per Year)	1	\$ 279	\$ 279
Bundled ICD9 and CPT4 Codes Loaded (Add'l User Licenses Per Year)	18	\$ 35	\$ 630
NextGen Claim Edits: Includes CCI Edits, ICD9/CPT4 Edits, CPT OCE and other Edits (requires ICD9/CPT4 codes) - Annual per CPT4-defined User	19	\$ 20	\$ 380
Medical Necessity (LMRPs / NCDs) - Per Practice / Year	1	\$ 2,000	\$ 2,000
<i>Note: 3rd Party Software is annual renewable based on the number of Providers or Users. Unless NextGen receives notification from the client, NextGen will automatically renew the 3rd Party Software Licenses and invoice accordingly.</i>			

Configuration Pricing SummaryPage 2 of 5
3/31/2011 1:22 PM**APPENDIX 1****NextGen eLearning**

Mandatory NextGen Ambulatory EHR and Practice Management eLearning Lic. to be Purchased (Annual Fee for each Lic.)

25 \$ 119 \$ 2,975

eLearning Licenses purchased herein include an 18 month subscription from the Agreement Effective Date. After the initial 18 months, the subscription is renewed for 12 month periods at NextGen's then-current rate unless You (the client) cancels the subscription in writing before such renewal.

Other Third Party Software

RemoteScan for Citrix / Term Services scanning: 1-time fee for EACH license

1 \$ 127 \$ 127

Third Party Software Subtotal: \$ 6,391**Services**

Consulting Service Hours for Conversions, Interfaces, and/or Utilities

8 \$ 225 \$ 1,800

Installation & Configuration Services for Ambulatory EHR and Practice Management Software

12 \$ 225 \$ 2,700

ICS Installation Services (includes Remote Sites, Bar Code and OCR, if applicable)

8 \$ 225 \$ 1,800

ICS Implementation/Training Services (includes Remote Sites, Bar Code and OCR, if applicable)

8 \$ 75 \$ 600

RTS Installation Services

2 \$ 225 \$ 450

RTS Implementation/Training Services

4 \$ 75 \$ 300

Dashboard Installation Services

2 \$ 225 \$ 450

Dashboard Implementation/Training Services

2 \$ 75 \$ 150

Medical Necessity Implementation/Training Hours

2 \$ 75 \$ 150

NextGen Hours for NextGen Ambulatory EHR and/or Practice Management Implementation Services

NextGen Ambulatory EHR and Practice Management Implementation Services may

include some or all of the following: Project Management or Coordination; Project

Implementation Meeting; System Check, System Configuration Training/Review;

Definition Workshop (DWS) Training/Review; Database Review; Core Group Training

(CGT); Tuning/Testing; Go-Live, Advanced Training, Physician Resource Assistance,

and Post Go-Live Audit, as described in Attachment A.

System Check via WebEx	3 \$ 75 \$ 225
Database Review via WebEx	8 \$ 75 \$ 600
Go-Live	24 \$ 225 \$ 5,400
Post Go-Live Audit at Client Location	16 \$ 225 \$ 4,500

Additional / Incremental Practice Management Services as desired by Client

Conversion Consulting	2 \$ 225 \$ 450
Billing Training	16 \$ 225 \$ 3,600
Claims Training/Testing	12 \$ 225 \$ 2,700
WorkLog Manager Training at NextGen Offices or via WebEx	6 \$ 75 \$ 450
Background Business Processor Training: via InterNet/WebEx	3 \$ 75 \$ 225

Configuration Pricing SummaryPage 3 of 5
3/31/2011 1:22 PM**APPENDIX 1**

For remote training held at NextGen Training Centers, clients are allowed up to four (4) individual users to attend the sessions. The quoted rates above reflect up to four (4) users attending remote classes (if applicable). If more users are required to attend any remote session, the following applies: for 5-9 users, the quoted rates will be multiplied by a factor of 1.5; for over 10 users, a factor of 2.0 will be utilized.

Services Subtotal:	\$ 26,550
---------------------------	-----------

* Implementation hours based upon Customer using existing NextGen and/or purchased templates with minimum or no modifications made by company. Modifications to existing templates and/or Custom Design may be contracted through NextGen Healthcare Information Systems, Inc. at NextGen's current hourly rate of \$225.00 /hour. Also, the practice can optionally build their own screens.

Summary	\$ 246,281
Software	\$ 246,281
Interfaces	\$.
Conversion	\$ 5,000
Hardware	\$ 719
Third Party Software	\$ 6,391
Services	\$ 26,550
Total System Price	\$ 284,941
<i>The below DISCOUNTS are in effect until 3/31/2011</i>	
Software Discount	\$ 81,550
Interfaces Discount	\$.
Conversion Discount	\$ 1,750
Third Party Software Discount	\$ 2,237
Services Discount	\$ 8,348
Quarterly Promotional Discount (Dashboard)	\$ 7,600
Total Revised System Price	\$ 183,456
TOTAL DISCOUNTED MONTHLY S/W MAINT PRICE:	\$ 2,258.00

Configuration Pricing SummaryPage 4 of 5
3/31/2011 1:22 PM**APPENDIX 1*****Disclaimers***

Client understands that any Interface purchased and listed above will adhere to NextGen's proprietary Company HL7 Interface Engine Format.

Accepted

Initiated By:

19

Initiated By:

Per the AMA definition below, the Client verifies the purchased number of AMA users for CPT4 Codes to be:

In accordance with AMA licensing requirements, each user requires a license. The AMA user definition: A "user" is an individual who:

1. **accesses, uses and/or manipulates CPT codes and/or descriptions contained in the electronic Product either at the input (the point at which data is entered into the Product), the output (the point at which data, reports, or the like are received from the Products) or both phases of using the Products; or**
2. **accesses, uses and/or manipulates the Electronic product to produce or enable an output that could not have been created without CPT embedded into the Product even though CPT may not be visible or directly accessible; or**
3. **makes use of an output of the Electronic Product that relies on or could not have been created without the CPT embedded in the Product even though CPT may not be visible or directly accessible.**

Client "Declines" having NextGen provide "End-User" Training as evidence by initialing to the right. Client recognizes that they will be responsible for providing direct training to End-Users as part of a "Train-the-Trainer" approach.

Declined

Initiated By:

Client recognizes they are purchasing "Reduced Price" training (i.e., discounted rates) for certain ancillary products and that such training will be conducted via Internet (i.e., WebEx training) or at NextGen Facilities. Other than Services Hours that are clearly identified at the Standard Price, all other hours will be at the Reduced Price.

Accepted

Initiated By:

Client "Declines" having NextGen create additional Templates, Documents, or Reports as evidence by initialing to the right. Client understands that additional future development will be at then prevailing rates.

Declined

Initiated By:

Initiated By:

Configuration Pricing Summary

Page 5 of 5
3/31/2011 1:22 PM

APPENDIX 1

Client agrees to assume responsibility for providing first line support for all NextGen software, interfaces, conversions, 3rd party software and hardware as evidence by initialing to the right and outlined in the 1st Line Support language in the Addendum.

Accepted

Initiated By:

Accepted

Client understands that 3rd Party Software is annual renewable based on the number of Providers or Users. Unless NextGen receives notification from the client, NextGen will automatically renew the 3rd Party Software Licenses and invoice accordingly.

Configuration is subject to availability and price may vary prior to execution of agreement.

The above price is exclusive of travel, lodging, out-of-pocket expenses, supplies, shipping, and applicable sales taxes.

Accepted:

Native American Health Center

Customer

By:

Authorized Representative

Name: Martin Nankazoo

Title: CEO

Date: 03/31/2011

NATIVE AMERICAN HEALTH CENTER



PROJECT CHARTER

**FOR
INTEGRATED PRACTICE MANAGEMENT AND
ELECTRONIC HEALTH RECORD IMPLEMENTATION**

Version 1.4

A. INTRODUCTION

To further its mission, improve agency-wide operations and be at the forefront of meeting national standards, Native American Health Center, Inc. (NAHC) will implement and maintain an integrated Practice Management (PM) and Electronic Health Record (EHR) system that unifies all aspects of care and fosters a holistic and cooperative environment, thereby improving quality of care and health outcomes for our community. This system will enable NAHC to more efficiently analyze and respond to clinical and operational data in order to raise standards of accountability and informed decision-making.

This Project Charter outlines the process, participants, and plan for a successful PM/EHR implementation at NAHC; a project that is aligned with NAHC's strategic plan.

B. PROJECT OVERVIEW

By the end of 2013, NAHC will secure and implement a comprehensive PM/EHR system and interface it with local HIE system(s), as a part of a collaborative effort with Community Health Center Network (CHCN). The implementation and adoption of said system will allow NAHC to remain viable and competitive in the rapidly changing health care field and foster integrated, efficient, and high-quality patient-centered care within the agency and amongst its partners in health.

The PM/EHR vendor selection process, coordinated by CHCN, utilized a multi-disciplinary team with representatives from all member clinics that worked to identify issues, goals, and a timeline for system implementation. In considering the available options, team members conducted a functionality assessment, an industry scan, interviews with current product users and potential technical service organization partners, and site visits to other clinics in order to see the products in use. While some members of the team expressed a preference for a different product, in the end, there was consensus on the selection of NextGen.

With a successful implementation of the NextGen products, NAHC will realize two of its agency-wide strategic goals: improving overall quality and reducing operational costs. These goals will be realized through:

- NextGen's ability to provide decision support, thus reducing medical errors
- Elimination of duplicative services
- Improved access to clinically relevant information
- Improved flow of information among internal clinical staff, and to the practice management system
- Reduction in records management costs
- Improved ability to exchange data among care providers to coordinate care within and outside of NAHC
- NextGen's ability to electronically track key operational and medical care outcome measures thus assisting NAHC in meeting standards and benchmarks

The stakeholders of the project include:

- NAHC Board of Directors
- NAHC Staff
- NAHC Patients
- Community members
- Sister organizations (i.e. CHCN and member clinics, ACH, SFCCC and member clinics, affiliated community hospitals and specialty groups, community services organizations)
- Third Party vendors (e.g., i2i Tracks, external labs)

The proposed implementation timeline is designed to ready NAHC for Health Care Reform, Meaningful Use, and also to position the organization for sustainability. This project operates under the financial assumption that NAHC has carefully balance its ability to manage the costs of implementing an EHR with the high-risk of being uncompetitive in the future if it does not implement; NAHC has determined that the benefits of implementing outweigh the risks. With cohesive project teams at both the clinic and CHCN levels, and NAHC's commitment to adopt an evolutionary approach to implementation, every effort will be made to mitigate risks and to complete the project on-time and within budget. The project design and approach outlined in this document will be revised as necessary as the project progresses.

C. GUIDING PRINCIPLES

The following principles are those NAHC is committed to, and which will help to ensure the success of the project.

- **Patient-Centered Decision-Making;** Benefits to the patient are central to decision making
- **We Are One Organization;** Holistic thought takes precedence over the site or department
- **Sustainability;** Our organization should be financially sustainable for Seven Generations and beyond
- **Increased Efficiency;** We need to improve workflow and decrease duplication and inefficiencies
- **Out Of The Box First;** Customize with true need only
- **Increased Customer Service;** We will provide our patients quality care and services
- **Accountability;** It's not about blame, it's about getting it right

In addition to our guiding principles, NAHC will strive to ensure:

- **Measurable Objectives** – NAHC will define measurable and objective criteria that must be met at each major milestone of the project.
- **Investment in Quality** – NAHC will use the PM/EHR implementation as an opportunity to improve.
- **Transparency and Open Communication** - Project partners will conduct the PM/EHR implementation in a manner that builds organization-wide buy-in, with clear and effective communication, and in a manner that promotes transparency.
- **Clear Accountability** - Clear accountability will be employed for all tiers of the project structure (i.e., organizational leaders, Steering Committee members, consultants, vendor representatives, staff) to ensure timeliness and completeness of all tasks and activities.
- **Investment vs. Expense Mentality** - NAHC views implementation activities, particularly skill-building and training, as an investment rather than an expense.
- **Prioritization** - NAHC leaders acknowledge the PM/EHR implementation is an organizational priority and staff will be provided time to work on project activities.

D. SUCCESS CRITERIA:

Success Criteria	Measurement (Objective, Observable or Quantifiable)
NAHC has an approved data migration strategy and plan.	<ul style="list-style-type: none"> • Data elements that are to be electronically converted from legacy system have been documented and approved by the EHR Steering Committee. • I2iTracks is being utilized at point of care to capture approved data elements for migration to NextGen • "Active patients" have been defined for the purpose of converting historical data and agreed upon by the EHR Steering Committee. • An exception processing specification has been developed to deal with potentially duplicate patients, missing data elements and other data anomalies. • Relevant organizational databases have undergone QA processing and structural definition alignment. • Clinical data elements to be manually entered into NextGen have been identified and approved by the CHCN Collaborative Team and the Clinical Advisory Group. This may vary by patient type and service. • A plan for abstracting the data from paper charts and entering the data into NextGen has been defined, including the timing and resources needed to complete this task; this plan includes utilizing i2iTracks for data collection and migration. • Documents that will be scanned from paper charts to electronic charts have been identified. • The processes for scanning documents, including resources and timing, have been identified. • The entire data migration strategy has been reviewed with the Clinical Advisory Group, Medical Records and the EHR Steering Committee and receives their approval.
Overall cost of the project, including hardware, software, personnel time, and periods of lowered revenue is estimated.	<ul style="list-style-type: none"> • Reliable benchmark data has been collected for EHR implementation personnel costs. • Rollout strategy/timeline and EHR phase in costs (productivity expectations) are determined and agreed to by Clinical Advisory Group. • Training time is factored into budget projections based on CHCN and NextGen recommended schedule. • Budget projections finalized; approved by BOD, CEO, and CFO. • A tracking mechanism is in place to capture data for periodic monitoring of costs.
Financing of the system	<ul style="list-style-type: none"> • Finance strategy finalized; approved for implementation by

Success Criteria	Measurement (Objective, Observable or Quantifiable)
implementation has been arranged.	CEO/CFO. <ul style="list-style-type: none"> • Board of Directors has approved financing strategy.
NextGen system is installed.	<ul style="list-style-type: none"> • IT infrastructure and hardware are installed. • NextGen application and all databases (i.e. production, build, test, training, reporting) have been installed. • NextGen installation verification checklist is complete and signed off by PM/EHR Project Manager.
PM Go-Live is complete	<ul style="list-style-type: none"> • Data is migrated and quality assured. • System configured. • Staff are trained and functional. • Claims process has been verified
EMR Go-Live is complete	<ul style="list-style-type: none"> • Interfaces are completed and tested. • System configured. • Staff are trained and functional. • Productivity back to 80%+ of pre-implementation.
EDR Go-Live complete	<ul style="list-style-type: none"> • System configured. • System tested. • Staff are trained and functional. • Productivity back to 100% of pre-implementation.
Reporting Go-Live is complete	<ul style="list-style-type: none"> • MU, IHS, UDS, OSHPD, AQICC, PHASE, ACE, Asthma, HIV, IZ

E. PROJECT ROLES AND RESPONSIBILITIES

To achieve a successful implementation of the PM/EHR system, a collaborative approach is required. Such a process ensures that all perspectives are heard, all critical requirements are identified, and that compromise and consensus are achieved. To accommodate these needs, a comprehensive, multi-disciplinary project team structure will be established, that incorporates NextGen's recommended structure as well as NAHC's human resources. All project participants will have clearly defined roles that allow for contribution toward achieving project goals and objectives in a coordinated and effective manner. Roles will be defined such that there is no duplication of effort or gaps.

Roles	Responsibilities	Responsible Parties
All Roles	<ul style="list-style-type: none"> • Timely, complete, and honest project communication • Completion of assigned activities and tasks in a timely manner to meet project deadlines • Use email as primary means of documenting communication and action items • Support the goals and objectives of this project through task completion, communication and presentation • Willingness to work toward consensus • Adhere to guiding principles established in this Project Charter 	All project participants
Board of Directors	<ul style="list-style-type: none"> • Owns the outcome of the project • Provides input for, reviews, and approves critical strategic plans, project goals, timeline and budget • Assists in higher level issues resolution • Communicates with external stakeholders, including funders and keeps the Project Sponsor and PM/EHR Project Manager informed of such communication as it relates to the project 	BOD
Project Sponsor	<ul style="list-style-type: none"> • Owns the outcome of the project • Drives consensus amongst organizational leadership, Board of Directors and the EHR Steering Committee • Spearheads internal communication efforts related to strategic planning and mission • Resolves controversial issues, while keeping in mind the project goals, timeline, budget and organizational priorities • Ensures necessary resources are available • Seeks guidance from the Board of Directors and ensures the Board of Directors are informed of progress • Communicates with external stakeholders, including funders and potential data exchange/care partners and 	CEO

Roles	Responsibilities	Responsible Parties
PM/EHR Project Manager	<ul style="list-style-type: none"> • keeps the PM/EHR Project Manager informed of such communication as it relates to the project • Coordinates with NextGen Project Manager, CHCN, other external partners, and internal project teams • Works with the NextGen and CHCN Project Managers to create the project plan • Responsible for management and execution of the mutually agreed upon project plan and budget • Authorizes and oversees the work of NextGen site implementation team • Aligns strategic and tactical project activities and tasks by participating in and reporting to Executive Management Meetings and Project Management teams • Manages the logistics and coordinates the activities of project participants, vendors, and partners • Ensures that internal and external deliverables are met on time and within budget • Disseminates project information and materials to all project teams in a timely manner • Coordinates all project communication, ensuring that communication is bi-directional and reaches intended audiences • Maintains the project Issues List • Works as a cross-representative on all project teams, helping to ensure issues are documented and exchanged as necessary • Drives and champions progress for project teams; ensures teams' work products meets standards, timelines and budget • Works with the physicians and clinical staff at all NAHC locations to review NextGen template/document flow and 	PM/EHR Project Manager

Roles	Responsibilities	Responsible Parties
	<p>to implement standards</p> <ul style="list-style-type: none"> • Learns to design, create, and modify templates, documents, eBO and Crystal Reports using the database infrastructure • Works with the Core Teams to design the elements necessary to capture clinical data • Creates training schedules for all facets of the new systems • Ensures end user trainings are coordinated for all locations • Supports “Go Lives” <p>All EHR Project Teams report to the PM/EHR Project Manager</p> <ul style="list-style-type: none"> • All EHR Project Teams make implementation decisions by consensus whenever possible, with the PM/EHR Project Manager and CEO wielding final decision-making power when consensus cannot be reached 	<ul style="list-style-type: none"> • CEO • CFO • CHO • AEO • HR Director
Executive Management	<ul style="list-style-type: none"> • Responsible for making strategic decisions on items raised by the EHR Steering Committee • Ensures resource and staff availability and clears obstacles to achieve project goals • Actively participates in resolving issues raised by Executive Management, BOD and the EHR Steering Committee • Makes consensus decisions 	<ul style="list-style-type: none"> • COO • CHO • PM/EHR Project Manager • EDs • Interim ED of CWD • HIT Consultants • IT Director
EHR Steering Committee		

Roles	Responsibilities	Responsible Parties
	<ul style="list-style-type: none"> • Evaluates implementation activities against the needs of each domain and the overall organization • Prioritizes needs and activities for the implementation within their respective departments • Convenes subcommittees to evaluate specific issues in the areas that fall within their scope of expertise, with direction and support of the PM/EHR Project Manager • Identifies Core and Implementation Team members to be trained to configure the system and to train end users on the system • Identifies Super Users to be trained on more advanced functionalities and capabilities of the system and to be the first line of support for others users • Captures and reports on questions regarding workflow and/or implementation activities • Informs Executive Management of tactical decisions and works towards building consensus • Reports to Executive Management on progress, challenges, and needs • Keeps project on track and evangelizes the benefits of the new system throughout the organization 	
NextGen Project Manager	<ul style="list-style-type: none"> • Aligns resources to meet NAHC's needs and requirements • Guides the process according to NextGen's standard operating procedures • Works to meet contract requirements in a complete and timely manner 	<ul style="list-style-type: none"> • NextGen Project Manager
Project Management Team	<ul style="list-style-type: none"> • During implementation, meets weekly to coordinate cross-organizational and internal project activities; ensures deliverables are on track 	<ul style="list-style-type: none"> • PM/EHR Project Manager • NextGen Project Manager • CHCN Project Manager

Roles	Responsibilities	Responsible Parties
PM, EMR and EDR Implementation Teams <ul style="list-style-type: none"> • Identifies issues, risks and solutions to bring to the attention of the EHR Steering Committee, Executive Management and/or Project Sponsor • Monitors project schedule and adjusts as necessary • Participates in the management of the requirements list, including must-haves, deal-breakers, and open questions / issues • Supports PM/EHR Project Manager in the ongoing revision of key project documents, including the charter, project plan, and timeline • Prepares briefing documents, status reports, and risk assessments as needed 	<ul style="list-style-type: none"> • HIT Consultants 	<ul style="list-style-type: none"> • HIT Consultants
	<ul style="list-style-type: none"> • Design the "as is" and "future state" analysis for each clinic NextGen • Works with each clinic to design workflows to implement in NextGen template/document flow for EMR and/or EDR • Reports back to the Clinical Advisory Group and EHR Steering Committee, and works with them to implement standards • Provides input on the rollout to be developed for the project plan • Completes project plan tasks such as testing of claims, forms, schedule templates (for PM) and testing of templates, documents, interfaces (for EMR and EDR) • Assists with "Go Lives" • Provides ongoing support of PM/EHR practices 	<ul style="list-style-type: none"> All • PM/EHR Project Manager • Medical Consultant/Provider • Billing Representative • ISDT • IT Director • Project Assistant • PM • Patient Services Director • Billing Manager • FCGC Data Manager • Director of Dental Evaluation and Projects • EMR • Clinical Champions (Medical, BH and Dental) • Nurse Manager • FCGC Data Manager • Lead MA

Roles	Responsibilities	Responsible Parties
		<ul style="list-style-type: none"> • Flow Coordinator role • EDR • Dental Directors • Director of Dental Evaluation and Projects • Trainer
Core (System Build) Team	<ul style="list-style-type: none"> • Works as a subset of the Implementation Teams • Responsible for the more detailed “system building” work (i.e. configurations, customizations, interfacing, etc.) • Completes three days of system configuration classes • Complete a total of 80 hours of e-learning (40 hours before the system configuration classes and 40 hours after) • Builds the various database table structures for each location • Ongoing system administration during the course of the project 	<p>ALL</p> <ul style="list-style-type: none"> • PM/EHR Project Manager • IT Director • ISDT • PM • FCGC Data Manager • Billing Representative • Billing Manager • Director of Dental Evaluations and Projects • Patient Services Director • EMR • Provider • FCGC Data Manager • EDR • Director of Dental Evaluations and Projects <ul style="list-style-type: none"> • All Implementation Team + Designated Key Staff in Each Department
Super Users		<ul style="list-style-type: none"> • Completes required NextGen e-Learning curriculum • Becomes familiar with all aspects of the system • Assists the EHR Steering Committee and Core Teams with planning and designing workflow • Works with staff to understand needs and communicates those needs to the Core Teams • Assists with end user training and support for “Go Lives” • Provides ongoing local support for staff

Roles	Responsibilities	Responsible Parties
Clinical Advisory Groups	<ul style="list-style-type: none"> • Champions the EHR implementation • Reviews clinical content in the KBM database as presented by the Core Teams • Provides guidance to the System Build Team on standardized data collection, templates and other clinical content • Members participate at the CHCN level to determine chart abstraction strategy and provide guidance on new technology-enabled clinical workflow and set up 	<ul style="list-style-type: none"> • Clinical Operations Meetings Attendees • Provider Meeting Attendees • CHCN Clinicians Workgroups • Functional domain workgroups (i.e. Perinatal, BH, Nutrition, etc.)
All NAHC Staff	<ul style="list-style-type: none"> • Receives project communications and shares ideas, concerns, and perspectives on the implementation with members of the EHR Steering Committee • Participates in the documentation of existing workflows to inform the implementation • Maintains a culture of Quality Improvement 	All NAHC Staff

F. TIMELINE OF KEY PROJECT MILESTONES

A detailed project plan and timeline will be maintained throughout the project. This timeline of key milestones is intended to provide a high-level overview of the project intended to assist staff with planning for resource allocation with regard to the system build and training activities; to understand the impact of other organizational priorities (i.e. clinic move, new site opening, initiation of new programs/services, etc.) on the EHR implementation project. The timeline of key milestones is based on the standard project plan, as defined by CHCN and NextGen, and will be revised as the project evolves.

Milestone	Start Date	Finish Date
PROJECT DEFINITION AND SCOPE	2/16/10	
Internal Considerations		
Project Charter Development and Approval	8/2/10	
Project Budget Drafted and Approved	9/10	
Constitute HIT Teams	2/16/10	
Define Project Plan	8/2/10	
Conduct an Organizational Readiness Assessment	8/10/10	5/10/11
Initiate Issues List with Key Requirements	8/10	
External Considerations		
Formulate Governance and Database Structure	10/09	
Sign contract with CHCN	4/1/10	4/1/11
Sign contract with NextGen/QSI	4/1/10	4/1/11
Sign contract with TSO	11/10	4/11
INFRASTRUCTURE BUILD	10/09	
Personnel Build	10/09	
Transition PM/EHR Project Manager	10/09	9/10
Hire HIT Consultant	10/09	12/10
Hire HIT Intern	9/10	3/11
Transition Clinician Champions		
Hire IT Support Staff	9/10	
Secure temporary staff for data cleanup and abstraction	9/10	3/11
Secure provider locums and temp staff for back-fill during implementation		
Conduct computer skills training	10/11	
Conduct quality improvement training	10/10	
IT Build		
Conduct IT Infrastructure Assessment	5/11	

Milestone	Start Date	Finish Date
Secure at least 3 IT vendors	12/11	
Purchase needed IT Infrastructure	8/11	
Convert in-place IT Infrastructure for new system	1/12	
Test IT Infrastructure	1/12	
DATA PREPARATION	2/10	
Locate and index data repositories	2/16/10	
Establish Unique Patient Identifier	2/16/10	3/12
I2iTracks at Point of Care for Data Abstraction and Assurance	4/10	
Data Clean Plan and Procedures Formulated	9/10	12/11
Merge Duplicate Accounts	9/10	3/12
Correct Demographic Errors	9/10	3/12
Correct Coding Errors	9/10	
Inactivate Old Patient Accounts	9/10	
Determine PCP and Site Assignment Plan and Procedures	10/09	12/11
Assign PCP and Site to Patient Accounts	2/16/10	3/12
WORKFLOW MAPPING	2/16/10	
SF Medical		
SF FCGC		
SF WIC		
SF Dental		
7D Medical	9/10	
7D Dental		
7D Nutrition		
7D CR	9/10	
3124 FCGC		
3124 WIC		
3124 Dental		
3124 Billing		
Alameda Fiscal		
Alameda Operations		
PM IMPLEMENTATION		
E-Learning (Build Team)	8/11	
E-Learning (Core Team)	8/11	
Software Install (NextGen)	4/11	

Milestone	Start Date	Finish Date
System Configuration Training (Build Team) in person, location TBD	7/11	7/11
Table Building (Build Team)	7/11	3/12
Complete Database Review (NextGen)	2/12	3/12
Establish Training Database – Copy Production to Test Database	11/11	3/12
Core Group Training (NextGen Onsite)	8/11	8/11
Claims Testing (3 phases)	9/11	5/12
End User Training – Training Led by Super Users	12/11	3/12
Pre Go-Live Audit (NextGen)	3/12	3/12
Data Migration/Final Conversion	3/12	3/12
Start Scheduling NextGen for Appointments		3/26/12
Go Live		
PM Go Live All Locations		3/27/12
Advanced Training (NextGen Onsite)		4/12
Post Go Live Audit (WebEx) with End Users (NextGen)		5/7/12
EMR IMPLEMENTATION		
E-Learning (Build Team)		
E-Learning (Core Team)		
System Configuration Training (Build Team) in person, location TBD		
Table Building (Build Team)		
Interfaces Build		
Labs		
I2iTracks	11/11	
e-Rx		
CAIR Immunization Registry		
IMO		
EDR		
Health Share Bay Area		
Structured Data Field Configuration		
IHS Module Configuration	4/12	
Complete Database Review (NextGen)		
Core Group Training (NextGen Onsite)		
End User Training – Training Led by Super Users		
Pre Go-Live Audit (NextGen)		
Go Live		

Milestone	Start Date	Finish Date
EHR Go Live All Locations		
Advanced Training (NextGen Onsite)		
Post Go Live Audit (WebEx) with End Users (NextGen)		
EDR IMPLEMENTATION		
E-Learning (Build Team)		
E-Learning (Core Team)		
System Configuration Training (Build Team) in person, location TBD		
Table Building (Build Team)		
Complete Database Review		
Establish Training Database – Copy Production to Test Database		
Core Group Training		
End User Training – Training Led by Super Users		
Pre Go-Live Audit		
Go Live		
EHR Go Live All Locations		
Advanced Training		
Post Go Live Audit (WebEx) with End Users		
MU and Other Required Reporting Fully Functional		

G. PROJECT MANAGEMENT PROCESSES

- 1. Issue and Scope Management** – Complications and conflicts will arise throughout the course of the project and will be tracked to resolution. With a clearly defined issue management process and an effective tool to manage such issues, duplicative efforts and gaps will be eliminated. This section of the charter describes how project issues will be managed.

Issues will be identified by all members within the EHR Steering Committee, Executive Management, and Project Management Team, and submitted in writing to the PM/EHR Project Manager. Issues will be logged on the issues list and discussed in the EHR Steering Committee and/or Executive Management meetings as appropriate. Critical issues—those that impact the critical path—will be escalated to Executive Management and the Project Sponsor for awareness and assistance with resolution. The PM/EHR Project Manager will initiate and maintain an issue-tracking system that helps teams monitor, prioritize, and escalate issues and action items related to the system implementation project. This Issues List will be used by the PM/EHR Project Manager to conduct the following activities:

- a. The PM/EHR Project Manager will present the Issues List at each EHR Steering Committee

meeting to highlight where decisions need to be made and/or where resources are needed.

- b. An Issues List document will be created in the shared HIT file folder on the S:\\ drive and will be where teams document concerns and decisions. The PM/EHR Project Manager will assign new issues to the appropriate group(s) for discussion, follow up, and continuously update.
 - c. Each project participant will acknowledge and take responsibility for issues when they occur, give feedback to colleagues directly and respectfully, and will work together, without blame, to resolve these issues.
- 2. Risks and Risk Mitigation** — The implementation process will require a comprehensive understanding of the financial, operational, and personnel risks associated with the project. The following risk mitigation plan will be continuously updated to account for these risks. It will be the responsibility of the EHR Steering Committee and Executive Management to identify potential risks and to seek out and formulate risk mitigation strategies in a cooperative manner.

Potential Risk	Risk Mitigation Strategy
<i>Because the PM implementation process is expected to occur in part over the holiday months and the EHR rollout process is expected to occur in the summer months, it is likely that one or more key staff members may be absent for one or more critical meetings where decisions are made.</i>	<ul style="list-style-type: none">• Assess vacation schedules early in the project and map key absences to the project plan and milestones. Have Executive Management or EHR Steering Committee Members assign an alternate to their position that has decision making authority so that progress is not impacted and all voices are heard at key decision points.
<i>The aggressive PM/EHR implementation timeline is challenged by competition for resources between organizational priorities; this includes strategic restructuring, and service expansion currently underway.</i>	<ul style="list-style-type: none">• Define expectations and operational needs clearly and utilize EHR Steering Committee to monitor system configuration, evaluate implementation activities against the needs of each domain and the overall organization, and prioritize needs and activities for the implementation.• Clear lines of communication and flexibility will be essential for a successful implementation.• Executive Management will clearly define NAHC's priorities to ensure EHR Project teams and staff can allocate time and resources appropriately.
<i>Data and information are spread across multiple systems, presenting challenges for data conversion into the new system.</i>	<ul style="list-style-type: none">• Data will need to be mapped from five systems (eight databases) into the one new system.• Will need to contract with a Relational Database Analyst to ensure proper data migration/conversion

<p><i>Systems for ensuring data integrity are not in place.</i></p>	<ul style="list-style-type: none"> • Utilize i2iTracks for quality assurance data analysis and correction tracking • Establish organizational standards that guide accuracy and completeness of data. • Define a process for monitoring and enforcing requirements for data accuracy.
<p><i>NAHC currently lacks formal medical leadership and centralized clinical and operational structures. Providers are almost exclusively part-time and fill-in. A centralized management model is critical to the success of EHR and holistic delivery of care.</i></p>	<ul style="list-style-type: none"> • Secure grant or other funding to offer additional hours to clinician(s) to take on role and responsibility of Clinician Champion. • Develop strategic plan to move toward more established a centralized clinical leadership structure, including: <ul style="list-style-type: none"> • Hiring centralized CCO and COO • Hiring site specific Medical Directors • Reorganizing clinician staff and/or clinical teams/pods for continuity of care quality improvement and scheduling efficiencies.
<p><i>NAHC Supervisors tend not to set clear accountability expectations and follow through.</i></p>	<ul style="list-style-type: none"> • Formulate corrective action planning tool and procedures for our identified issues with firm protocols and timelines for correcting/addressing problems. • Develop and conduct mandatory HR trainings on building accountability and utilizing this tool. • Strictly enforce accountability.
<p><i>NAHC currently has no existing structure in place to allow management to measure, prioritize, and evaluate technology resources.</i></p>	<ul style="list-style-type: none"> • Secure an IT/IS Consultant to provide technology resources assessment, oversight, and purchase and installation management. • Establish a structure and an accompanying process for IT/IS resource management, wherein issues can be raised and addressed. • Establish a clear system for staff communication regarding ideas and concerns related to IT/IS (i.e., during smaller team/staff meetings or CQI meetings, or through the introduction of an organization-wide suggestion box and/or “tech help” email or trouble-ticket management system).
<p><i>Because utilizing computer systems in the workplace is relatively new to many NAHC staff, there is a deficit of necessary basic computer skills.</i></p>	<ul style="list-style-type: none"> • Conduct a computer skills needs assessment of NAHC staff. • Create a computer training room at 3124 and satellite stations at SF Clinic. • Create a computer skills training plan and conduct trainings based on staff needs (keyboarding, Microsoft programs, i2iTracks and other organizational HIT programs, etc.) and utilizing different presentation methods as appropriate (i.e. group vs. individual, in-person trainer, online, or training software)

Provider productivity is likely to suffer as the EHR system is implemented, straining financial resources and patient access.

- Prepare financial models that predict revenue at 50% of normal weekly productivity and 25% of normal productivity to anticipate the potential revenue loss during implementation.
- Increase patient load/extend clinic hours for three month before go live.
- Assess the use of locums to insure access to same day appointments remains viable.

3. Communication Plan and Protocols

Communication among project team members and NAHC staff at large is the most important tool to manage expectations and the clinic transformation process. In this section of the charter, communication mechanisms and protocols are defined to ensure both broad and specific communication effectiveness.

Category	Description of Communication	Tasks	Responsible Party
Establish Message	The messages communicated within the organization must reflect the strategic vision of NAHC and must prepare the staff for the changes that are coming. A pattern and method of regular, clear, and consistent messaging must be established.	<ul style="list-style-type: none"> Announcements will be made by the CEO at monthly Senior Operations meetings regarding the implementation project, including challenges, successes, timeline specifics, upcoming dates of importance. Announcements will be made by the CEO at bi-annual All Staff meetings. 	Project Sponsor Executive Management
All Meetings	Meetings will be set and conducted in a consistent manner.	<ul style="list-style-type: none"> Outlook is the primary meeting organization tool; invites to meetings will be sent through this system Reminders will be set for 3 days in advance of meetings to solicit agenda items and will include previous meeting minutes Tasks/action items will be assigned through meeting minutes and punchlists 	All Staff
EHR Steering Committee Meetings	The EHR Steering Committee will promote communications to and from staff within their domains and departments. They will inform the Executive Management and Project Sponsor in the development and refinement of the message.	<ul style="list-style-type: none"> Weekly email bulletins will be sent to ALL STAFF by the EHR Project Assistant regarding the implementation project, such as challenges, successes, timeline specifics, upcoming dates of importance, policy changes, and important decisions from EHR Steering Committee. Project documentation will be posted by the PM/EHR Project Manager on the 	EHR Steering Committee Project Assistant

Category	Description of Communication	Tasks	Responsible Party
		<p>internal shared server, including Project Charter, updated Project Plan (including timeline), meeting minutes, issues list, and other relevant documents.</p> <ul style="list-style-type: none"> • EHR Steering Committee members will use the meeting minutes “Action Items”, to keep track of communication “to dos” in any meeting; meeting minutes will also be used as a formal way to track what needs to be said, done, by whom, and when. • EHR Steering Committee members will share with staff through direct communication (one-on-one or in groups) and through regular meetings, information regarding implementation project. This will include challenges, successes, timeline specifics, upcoming dates of importance, policy changes, and important decisions from EHR Steering Committee meeting. • Supervisors will pass on information to staff members based on their role in the organization. Staff member concerns and ideas will be captured by supervisors and submitted to the EHR Steering Committee for consideration. 	Department Leaders Clinic Directors
Departmental Meetings		<p>Throughout the implementation project, each department meeting should contain a standing agenda item to provide an update on the project, based on the message passed down from the Executive Management and the Project</p> <ul style="list-style-type: none"> • All regularly occurring meetings will have standing agenda item to review information regarding implementation project. • Questions/concerns raised in department meetings will be captured and submitted to 	Department Leaders Clinic Directors

Category	Description of Communication	Tasks	Responsible Party
	Sponsor.	the EHR Steering Committee for consideration.	
CHCN EHR Meetings	<p>Members of NAHC's EHR Steering Committee and Core Teams will attend the CHCN EHR workgroups and Executive Team meetings as assigned in order to promote and ensure bi-directional communication between NAHC and the CHCN members.</p>	<ul style="list-style-type: none"> • All CHCN Meetings will have appropriate NAHC staff assigned to attend. • Assigned members will gather questions and concerns from NAHC staff relating to their assigned workgroup and submit them to the CHCN teams. • Assigned members will communicate back to the EHR Steering Committee and Core Teams the responses received from CHCN teams. • Meeting minutes and documents will be forwarded on to the PM/EHR Project Manager within 48 hours. 	EHR Steering Committee Core Teams PM/EHR Project Manager
Core Team Meetings	<p>Since there are no supervisor meetings on a regular basis, the Core Team members should take the lead on communicating to the staff and collecting staff comments/concerns.</p>	<ul style="list-style-type: none"> • Core Team members chosen to represent the different areas of NAHC will be called on by Executive Management and the Steering Committee to communicate on specific, relevant items and also to provide feedback back to the Core Team. 	Core Team Other staff members identified as necessary

Category	Description of Communication	Tasks	Responsible Party
General Project Communications	<p>An EHR project article will be included in @NAHC and on the NAHC website. This will provide updates to the entire organization and the community, publicize and promote the project, and encourage questions, buy-in, and generate enthusiasm for the project's benefits.</p>	<ul style="list-style-type: none"> • The EHR Project Assistant will contribute the monthly article, updating staff and the community on the status of the project. 	PM/EHR Project Assistant

Project Team Communication Protocol:

- Agenda items and documents to be reviewed in project meetings must be submitted to the meeting chair a minimum of two business days before the scheduled meeting.
- Agenda and meeting documents will be distributed among all meeting attendees by the meeting chair at minimum 24 hours before the meeting to allow members time to review and prepare for meeting.
- All project teams are required to document meeting minutes and action items, and to post them in the shared, electronic HIT file folder.
- Communication between regularly scheduled meetings should be documented via Outlook email or Tasks and should include the whole team/committee as appropriate. This ensures proper documentation for follow up and completion checking.
 - Emails:
 - Subject lines should clearly and concisely refer to content of email.
 - 'TO' line should be the persons' this email is addressed to, and includes those who need to take direct action in email.
 - 'CC' line should be considered as "FYI," and include persons where direct action is not necessary.
 - Email content should be specific, clear (about action needed, by whom, by when, why), and be thorough.
 - Use of Bold, underlining, italicizing, punctuation and capitalization should be used responsibly.

APPROVAL SIGNATURES:

Board of Directors Chairperson	Date: _____	Board of Directors Vice Chairperson	Date: _____
Board of Directors Secretary	Date: _____	Board of Directors Treasurer	Date: _____
Board of Directors Member	Date: _____	Board of Directors Member	Date: _____
Board of Directors Member	Date: _____	Project Sponsor: CEO	Date: _____
AEO	Date: _____	PM/EHR Project Manager	Date: _____
7D Executive Director	Date: _____	SF Executive Director	Date: _____
COO	Date: _____	CHO	Date: _____
Interim Executive Director of CWD			

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

01/27/2011

Date



Signature of Authorized Official

Martin Waukazoo, Chief Executive Officer

Name and Title of Authorized Official (please print or type)

Native American Health Center, Inc.

Name of Healthcare Facility Receiving/Requesting Funding

3124 International Blvd.

Street Address

Oakland, CA 94601

City, State, Zip Code

Please mail form to:
U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Ave., S.W.
Washington, DC 20201

SF-424 ATTACHMENT QUESTION # 16

CA-006, CA-007, CA-008, CA-010, CA-011, CA-012, CA-013, CA-014

SF-424 ATTACHMENT QUESTION # 14

Alameda, San Francisco, Contra Costa, San Mateo, and Marin counties

Project/Performance Site Location(s)

Project/Performance Site Primary Location

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: NATIVE AMERICAN HEALTH CENTER, INC.

DUNS Number: 0787605010000

* Street1: 3124 International Blvd.

Street2:

* City: Oakland

County: Alameda

* State: CA: California

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 94601-2902

* Project/ Performance Site Congressional District: CA-009

Project/Performance Site Location 1

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: (SAME AS ABOVE)

DUNS Number:

* Street1: (SAME AS ABOVE)

Street2: (SAME AS ABOVE)

* City: (SAME AS ABOVE)

County:

* State: CA: California

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 94601-2902

* Project/ Performance Site Congressional District: CA-009

Additional Location(s)

Add Attachment

Delete Attachment

View Attachment

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:		
<input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		
2. * Status of Federal Action:		
<input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		
3. * Report Type:		
<input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change		
4. Name and Address of Reporting Entity:		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee		
* Name NOT APPLICABLE		
* Street 1 NOT APPLICABLE		Street 2 NOT APPLICABLE
* City NOT APPLICABLE		State CA: California
Congressional District, if known: NA		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency:		
Center of Substance Abuse Treatment		
7. * Federal Program Name/Description:		
Substance Abuse and Mental Health Services_Projects of Regional and National Significance		
CFDA Number, if applicable: 93.243		
8. Federal Action Number, if known:		
NOT APPLICABLE		
9. Award Amount, if known:		
\$ []		
10. a. Name and Address of Lobbying Registrant:		
Prefix * First Name NOT APPLICABLE Middle Name NOT APPLICABLE		
* Last Name NOT APPLICABLE Suffix []		
* Street 1 NOT APPLICABLE		Street 2 NOT APPLICABLE
* City NOT APPLICABLE		State CA: California
Zip []		
b. Individual Performing Services (including address if different from No. 10a)		
Prefix * First Name NOT APPLICABLE Middle Name NOT APPLICABLE		
* Last Name NOT APPLICABLE Suffix []		
* Street 1 NOT APPLICABLE		Street 2 NOT APPLICABLE
* City NOT APPLICABLE		State CA: California
Zip []		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: Chirag Patel		
* Name: Prefix * First Name NOT APPLICABLE Middle Name NOT APPLICABLE		
* Last Name NOT APPLICABLE Suffix []		
Title: NOT APPLICABLE		Telephone No.: []
Date: 04/10/2013		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
Federal Use Only:		

CHECKLIST

NOTE TO APPLICANT: This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application: New Noncompeting Continuation Competing Continuation Supplemental

PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.

1. Proper Signature and Date on the SF 424 (FACE PAGE)
2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690)

- Civil Rights Assurance (45 CFR 80)
- Assurance Concerning the Handicapped (45 CFR 84)
- Assurance Concerning Sex Discrimination (45 CFR 86)
- Assurance Concerning Age Discrimination (45 CFR 90 & 45 CFR 91)

3. Human Subjects Certification, when applicable (45 CFR 46)

PART B: This part is provided to assure that pertinent information has been addressed and included in the application.

- | | YES | NOT Applicable |
|--|-------------------------------------|-------------------------------------|
| 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Have biographical sketch(es) with job description(s) been provided, when required?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the 12 month narrative budget justification been provided? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the budget for the entire proposed project period with sufficient detail been provided? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. For a Supplemental application, does the narrative budget justification address only the additional funds requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. For Competing Continuation and Supplemental applications, has a progress report been included? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

PART C: In the spaces provided below, please provide the requested information.

Business Official to be notified if an award is to be made

Prefix: <input style="width: 100px; height: 15px; border: 1px solid black;" type="text" value="Mr. "/>	First Name: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="Martin"/>	Middle Name: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text"/>
Last Name: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="Waukazoo"/>	Suffix: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text"/>	
Title: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="Chief Executive Officer"/>		
Organization: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="Native American Health Center, Inc."/>		
Street1: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="3124 International Blvd."/>		
Street2: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text"/>		
City: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="Oakland"/>		
State: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="CA: California"/>	ZIP / Postal Code: <input style="width: 50px; height: 15px; border: 1px solid black;" type="text" value="94601"/>	ZIP / Postal Code4: <input style="width: 50px; height: 15px; border: 1px solid black;" type="text" value="2902"/>
E-mail Address: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="MartinW@nativehealth.org"/>		
Telephone Number: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="(510) 747-3059"/>	Fax Number: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="(510) 748-0116"/>	

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Prefix: <input style="width: 100px; height: 15px; border: 1px solid black;" type="text" value="Mrs. "/>	First Name: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="Esther"/>	Middle Name: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text"/>
Last Name: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="Lucero"/>	Suffix: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text"/>	
Title: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="Project Director, iNative"/>		
Organization: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="Native American Health Center, Inc."/>		
Street1: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="3124 International Blvd."/>		
Street2: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text"/>		
City: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="Oakland"/>		
State: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="CA: California"/>	ZIP / Postal Code: <input style="width: 50px; height: 15px; border: 1px solid black;" type="text" value="94601"/>	ZIP / Postal Code4: <input style="width: 50px; height: 15px; border: 1px solid black;" type="text" value="2902"/>
E-mail Address: <input style="width: 450px; height: 15px; border: 1px solid black;" type="text" value="EstherL@nativehealth.org"/>		
Telephone Number: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="(510) 434-5421"/>	Fax Number: <input style="width: 150px; height: 15px; border: 1px solid black;" type="text" value="(510) 437-9574"/>	

PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.

- (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)

INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

The regulations at 45 CFR Part 100 were published in the Federal Register on June 24, 1983, along with a notice identifying the

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.

THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:

Civil Rights – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).

Handicapped Individuals – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).

Sex Discrimination – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).

Age Discrimination – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).

Debarment and Suspension – Title 2 CFR part 376.

Certification Regarding Drug-Free Workplace Requirements – Title 45 CFR part 82.

Certification Regarding Lobbying – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).

Environmental Tobacco Smoke – Public Law 103-227.

Program Fraud Civil Remedies Act (PFCRA)

Survey on Ensuring Equal Opportunity For Applicants

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	NATIVE AMERICAN HEALTH CENTER, INC.
Applicant's DUNS Name:	0787605010000
Federal Program:	Grants to Expand the Use of Technology-Assisted Care in Targeted Areas of Need
CFDA Number:	93.243

1. Has the applicant ever received a grant or contract from the Federal government?
 Yes No
2. Is the applicant a faith-based organization?
 Yes No
3. Is the applicant a secular organization?
 Yes No
4. Does the applicant have 501(c)(3) status?
 Yes No
5. Is the applicant a local affiliate of a national organization?
 Yes No
6. How many full-time equivalent employees does the applicant have? (Check only one box).
 3 or fewer 15-50
 4-5 51-100
 6-14 over 100
7. What is the size of the applicant's annual budget? (Check only one box.)
 Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is voluntary (EO 13198 and 13199).

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: The Agency Contact listed in this grant application package.