



CITY OF HAYWARD

Hayward City Hall
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Cover Memo

File #: CONS 15-247, **Version:** 1

DATE: October 13, 2015

TO: Mayor and City Council

FROM: Garrett Contreras, Fire Chief

SUBJECT

Firehouse Clinic Memorandum of Understanding

RECOMMENDATION

That Council adopts the attached resolution (Attachment I) authorizing the City Manager to negotiate and execute a Memorandum of Understanding (MOU) between the City and Tiburcio Vasquez Health Center (TVHC) for the operation of a Firehouse Clinic at Fire Station Number 7 in a form approved by the City Attorney.

BACKGROUND

On June 17, 2014, the City Council approved the construction contract to build a new Fire Station Number 7. As has been noted in previous staff reports, the construction of this new fire station also presented an opportunity to partner with Alameda County on an innovative health care delivery model being developed in the County.

According to the Alameda County Public Health Department, health care coverage is unaffordable for more than 200,000 residents in Alameda County. Many of these uninsured residents use emergency rooms (ER) throughout the County as their primary health care providers, creating undue burden and overcrowding in these ERs. In addition, there is a significant shortage of primary and preventative care health providers in the County.

From an innovative and forward thinking effort to address these issues, there evolved the concept of a Firehouse Clinic. These centers could provide a new level of localized care that would be fully integrated into the existing County health care delivery system. The clinics would be co-located at fire station sites in Alameda County and have limited-scope staffing that would be a referral point for sub-acute 911 calls (approximately 30,000 calls annually in Alameda County that currently use emergency room services); and would also help provide discharge follow-up for local residents within forty-eight hours of discharge from Acute Care. The construction of a new Fire Station 7 provides an opportunity to serve as a primary pilot site for a health care clinic, especially given the segment of the Hayward population that this station serves.

The Firehouse Clinic, which is approximately 2,400 square feet, is rapidly nearing completion and will be open and ready to serve the public by the middle of October. Funding for this project was provided

through a grant from Alameda County Health Care Services Agency. Before the Clinic can open, however, the City and TVHC need to fully execute a contract that outlines the roles and responsibilities related to this unique partnership.

DISCUSSION

As noted above, an MOU for the Firehouse Clinic is warranted due to the unique nature of the working relationship between the City and TVHC. While a copy of the full MOU is attached, it is important to note several of the more critical and salient points of the MOU for the purposes of this report. In general, it was the intent of the City to develop an MOU that allows TVHC to utilize the space in the most effective and efficient manner as it relates to the scope of services provided.

Contract Term: The term of the contract will be for three years. However, the contract allows for annual reviews, which will allow staff the opportunity to inform Council as to how well the Firehouse Clinic is meeting the goals established as part of this project.

City and TVHC Obligations: For all intents and purposes, the City's key role in this MOU is to construct the building that TVHC will utilize to commence the provision of services as outlined in the scope of services and to allow the use of the space and some associated parking by TVHC.. Likewise, TVHC's key role in this agreement is to provide the requisite services; provide appropriate, safe, and code-compliant workspace(s) and office equipment for clinical staff; and maintain compliance with all municipal codes. It is important to note that TVHC will be responsible for all charges emanating from their operations, such as custodial services, HVAC repairs, utilities, and waste disposal services.

Scope of Work: TVHC will provide a full scope of primary care services including general family medicine; reproductive health; prenatal care; immunizations and boosters; disease testing, prevention, and education; health screenings; and acute and chronic disease management. In addition, TVHC plans to augment these services by providing referrals to specialty and behavioral health care and navigation assistance, such as connecting the patient to the best insurance program available for a specific patient's condition(s).

Confidentiality and Information Exchange: In order to protect patient information, provisions are included that commit both parties to provide satisfactory assurances to one another that protected health information will be appropriately safeguarded, and which comply with all appropriate State and Federal laws pertaining to the storage and dissemination of personal and health-related information.. Training will be provided so that staff members from both the City and TVHC are aware of and abide by all applicable rules and regulations concerning confidentiality and the Health Insurance Portability and Accountability Act (HIPPA) requirements.

Other Items: Many of the other provisions in the MOU, such as indemnification, insurance, and dispute resolution, utilize standard language as provided in all standard agreements developed by the City. Other standard provisions are included that cover, but are not limited to, the following: subleasing, non-discrimination, drug-free workplace; third-party rights; right of entry, liens, hazardous substances; alterations and repairs; and maintenance and repairs.

FISCAL IMPACT

As noted earlier, the City will not incur any expenses as a result of executing this MOU. In addition, the Clinic itself was constructed through a \$1.2 million grant from the Alameda County Health Care Services Agency. TVHC will pay rent to the City in the amount of \$2,200 per month during the initial term of this MOU; this amount will offset a portion of the debt service incurred by the General Fund as a result of the construction of Fire Station 7. Per the terms outlined in the MOU, the City can terminate the MOU if TVHC defaults and cannot provide the requisite services.

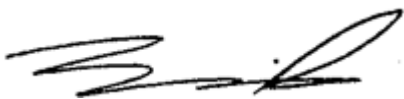
PUBLIC CONTACT

City staff has been meeting with representatives from TVHC and Alameda County over the past eight months to discuss myriad topics associated with the Firehouse Clinic, including the MOU. This version has been reviewed and accepted by both the City Attorney's office and TVHC's legal department. Furthermore, the MOU was reviewed by the Alameda County Board of Supervisors as part of their approval of a separate contract with TVHC that will occur this month; that contract is necessary in order to allow the County to fund TVHC's operational costs related to the Clinic.

Prepared by: Todd Strojny, Management Analyst II

Recommended by: Garrett Contreras, Fire Chief

Approved by:



Fran David, City Manager

Attachments:

Attachment I
Attachment II

Resolution
Firehouse Clinic MOU