

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
COLLEEN CHAWLA, Director



AGENDA _____ July 9, 2019

OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

June 4, 2019

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE A FISCAL YEAR 2020 CONTRACT WITH PEERS ENVISIONING AND ENGAGING IN RECOVERY SERVICES TO PROVIDE MENTAL HEALTH PREVENTION AND EARLY INTERVENTION STIGMA AND DISCRIMINATION REDUCTION SERVICES TO INTERFAITH COMMUNITIES IN THE AMOUNT OF \$208,308

RECOMMENDATIONS

- A. Approve Procurement Contract No. 18305 under Master Contract No. 900119 with Peers Envisioning and Engaging in Recovery Services (Principal: Vanetta Johnson; Location: Oakland) to provide prevention and early intervention stigma and discrimination reduction services to build capacity within faith-based communities serving the African American population in support of mental health, for the contract period of 7/1/19 - 6/30/20, in the amount of \$208,308; and
- B. Delegate authority to the Director of Health Care Services Agency or her designee to execute the contract documents upon review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY

Alameda County Behavioral Health (ACBH) is recommending your Board approve an agreement with Peers Envisioning and Engaging in Recovery Services (PEERS) to provide mental health prevention and early intervention services through stigma and discrimination reduction mini-campaigns for Alameda County faith-based spiritual leaders, congregations, and spiritual/healing communities who serve the African American population. This programmatic approach recognizes the cultural, psychological, spiritual, and physical interdependencies between faith and wellness for many African Americans.

PEERS is a community-based organization (CBO) run by mental health consumers that provides outreach, education, and trainings by and for other mental health consumers, their families, service providers and the broader community. Its mission is to reduce stigma and discrimination experienced by individuals with serious mental health issues and to promote social inclusion, self-determination, wellness, recovery, and resiliency. Under the recommended program, PEERS will partner with three faith-based spiritual leaders, congregations, and spiritual/healing communities; Word Assembly Church in Oakland, Glad Tidings Church of God in Christ in Hayward, and the Church by the Side of the Road in Berkeley to host three mini-campaigns. Each mini-campaign

will include a kick-off presentation on mental health, wellness, stigma and discrimination, and will also include focus groups with a minimum of 30 African American members organized by age groups (youth, adults, and older adults) during break-out sessions to gather information for creating intervention strategies. PEERS along with the spiritual/healing communities will co-design and execute a set of stigma reduction interventions which will include stigma reduction support groups for each campaign. PEERS will collaborate with ACBH to expand the National Mental Health Day of Prayer and Celebration program as a stigma reduction event. It is anticipated that PEERS will engage at least 30 individuals through these activities.

To better serve Alameda County's African American communities, ACBH collaborated with various community groups and key stakeholders to develop an African American Utilization Report in 2011 which made several recommendations for improving services and system transformation to effectively serve the African American population in Alameda County. As a result, ACBH directed \$2 million in annual funding through the Mental Health Services Act (MHSA) Plan to provide ongoing mental health prevention and treatment services to African American communities, \$1 million for Prevention and Early Intervention (PEI), and \$1 million for Community Services and Supports (CSS).

The program model was developed from recommendations provided by the African American Steering Committee for Health and Wellness. The African American Steering Committee for Health and Wellness was formed in 2015 to advise ACBH on culturally responsive services and service recommendations and has provided guidance in developing a number of mental health prevention and treatment programs for African Americans. ACBH released a Request for Interest (RFI) in November 2017 to solicit feedback on various programs to help prioritize the recommendations from the steering committee. As part of the RFI process, ACBH conducted community input sessions with CBOs, community members, consumers, and family members to gather feedback.

SELECTION CRITERIA

ACBH released Request for Proposal (RFP) No. 18-06 on September 25, 2018 for the provision of Interfaith and Spirituality-Based Stigma Reduction for African Americans. The RFP solicited bids to identify one provider which would develop and implement several stigma reduction mini-campaigns based on African values to support faith-based spiritual leaders, congregations, and the spiritual/healing communities around mental health. The RFP was advertised using the General Services Agency (GSA) advertising guideline by posting on the ACBH and GSA websites. In addition, a courtesy email was sent to ACBH contracted providers and other contacts via existing ACBH and GSA distribution lists. ACBH held two Bidders' Conferences on October 2, 2018 in Fremont and October 4, 2018 in Oakland with attendance from six agencies.

An Evaluation Panel consisting of three subject matter experts from ACBH, Social Services Agency, and a community leader was conducted on December 18, 2018 and December 19, 2018. ACBH received five bids for services of which Tri Cities Community Development Center, McGee Avenue Baptist Church and PEERS were the three bidders invited for oral interviews. Based on the requirements of the RFP and scoring results of the oral interview, the Evaluation Panel recommended PEERS for contract award. The Bidder was notified via email and certified mail of the Evaluation Panel's recommendation on December 27, 2018. ACBH received a bid protest on January 2, 2019 and responded to this protest on January 7, 2019. There was no appeal submitted for this competitive bidding process. PEERS is a certified Small, Local and Emerging Business (SLEB) provider (Certification No. 17-00101; Expiration Date 10/31/2020).

The table below summarizes the results of the Interfaith and Spirituality-Based Stigma Reduction for African Americans RFP and the Evaluation Panel's recommendations for contract award.

Bidder	Certified Small, Local, or Emerging	Score
E.C. Reems Community Services Inc.	No	313
McGee Avenue Baptist Church	No	366
PEERS	Yes (Expires October 31, 2020)	407
Tri Cities Community Development Center	Yes (Expires October 31, 2019)	380
Unity Care Group	No	220

FINANCING

Appropriations for this program are fully offset by MHPA PEI funds already included in the ACBH FY 19-20 proposed budget. Approval of these recommendations will have no impact on Net County Costs.

VISION 2026 GOAL

Providing mental health prevention services meets the 10x goal pathway of **Health Care for All** in support of the shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

CB284AE84C50405...
Colleen Chawla, Director
Health Care Services Agency

CC: RML/sw/tc



COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2019**, is a part of the Community Based Organization Master Contract No **18305** made and entered into by and between the County of Alameda ("County"), and **Peers Envisioning and Engaging in Recovery Services**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms and Conditions of Payment;
3. **Exhibit C** – Minimum Insurance Requirements;
4. **Exhibit D** – Audit Requirements;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Debarment and Suspension Certification.

The Exhibits A & B of this Amendment entered into between **Behavioral Health Care Services (ACBH) of County of Alameda** and Contractor replace and supersede any and all previous Exhibits A & B entered by both parties for this Procurement Contract. Except as herein amended, the Procurement Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2019** through **June 30, 2020**. The compensation payable to Contractor hereunder shall not exceed **\$208,308** for the term of this Agreement.

Dept. Contact Network Office Administration Phone (510) 567-8296 Email Contracts@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

COUNTY OF ALAMEDA

By [Signature] Date 7.1.19
Signature

Name James Wagner, MFT, LPCC

Title Deputy Director, ACBH

NAME OF CONTRACTOR

By [Signature: Vanetta Johnson] Date 7/11/2019
Signature

Name Vanetta Johnson

Title Executive Director

By _____ Date _____
Signature

Name _____

Title _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor's Program Name	Peers Envisioning and Engaging in Recovery Services (PEERS)
Contract Period	July 1, 2019 – June 30, 2020
Type of Contract	Master
Contract Number	900119

I. Program Name

African American Mental Wellness and Spirituality Campaign

II. Contracted Services

- Mental Health Prevention
- Stigma and Discrimination Reduction
- Outreach

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Recognize and improve recognition of the signs and symptoms of mental illness in the African American community and how stigma impacts one's ability to seek help for these conditions;
- Increase understanding on how to navigate ACBH mental health services and resources to increase access, linkage and utilization to mental health treatment for those in need of such services;
- Increase compassion, social inclusion and support for individuals living with mental health challenges and their family members; and
- Reduce stigma through a variety of activities hosted within the faith/spiritual community.

B. Target Population

Contractor shall provide services to the following groups:

1. Service Groups

Contractor shall provide culturally responsive services but not limited to faith-based spiritual leaders, interfaith congregations, and spiritual/healing providers, serving African-American communities in North and Central regions of Alameda County¹.

¹ Cities include: North and West Oakland, Albany, Berkeley, San Leandro, and Hayward. Unincorporated communities of Castro Valley, Ashland, Cherryland, Fairview, and San Lorenzo.

As provided under the laws of the United States and the State of California, Contractor shall not discriminate against, or grant preferential treatment to, any program participant on the basis of race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status.

2. Referral Process to Program

Not applicable.

3. Program Eligibility

Not applicable.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Per the requirements described in the ACBH Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) plan, Contractor shall address the category of Stigma and Discrimination.

Contractor shall collaborate with ACBH, ACBH-contracted providers, faith and spiritual/healing based community leaders to develop, brand, implement, and market Alameda County Interfaith and Spirituality Based Mental Illness Stigma Reduction mini-campaigns, advisory board meetings, stigma reduction support groups, and educational presentations that are placed-based, culturally-congruent, and trauma-informed through the lens of African Americans.

Program services should be designed, implemented, and promoted in ways that improve timely access to mental health services for individuals and/or families from African American communities in a manner that is non-stigmatizing and non-discriminatory. Contractor shall collaborate with ACBH Everyone Counts Stigma Reduction Campaign for African Americans. Program materials shall incorporate: information on how to connect with public service announcements (PSA) outlets; graphic design resources for online marketing such as social media, websites utilizing the ACBH logo and MHSA logo; offer a list of the community centers, non-profit

organizations, and mental health centers in specific areas; and television opportunities for interviews about the support groups.
Contractor shall provide fiscal support which may pay for program resources, materials, group facilitation, speakers, space, or refreshments.

Contractor shall conduct targeted outreach and engagement to ensure that at least 75 percent of the individuals receiving services are from African American and African communities in Alameda County, while making the same information available to all. Contractor shall ensure that at least 51 percent funds will be directed towards supporting children or youth who are zero to 25 years old.

2. Discharge Criteria and Process

Not applicable.

3. Hours of Operation

Contractor shall maintain the following hours of operation:

Office Hours: Monday through Friday, 9:00 a.m. to 5:00 p.m.

Contractor shall also hold activities on evenings or weekends outside of the normal hours of operation.

4. Service Delivery Sites

Contractor shall provide services at the following locations:

- PEERS: 333 Hegenberger Road, Suite 250, Oakland, CA 94621
- Word Assembly Church: 1445 23rd Avenue, Oakland, CA 94606
- Church by the side of the Road: 2108 Russell Street, Berkeley, CA 94705
- Glad Tidings Church of God in Christ: 970 Glad Tidings Way, Hayward, CA 94544
- Various field-based locations in Alameda County convenient to the priority population.

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall hire and maintain the following staffing²:

- 0.20 Full-Time Equivalent (FTE) Program Manager
- 0.40 FTE Facilitator/Mental Health Specialist

² The positions shall be maintained for the specified level or higher of direct FTE staff.

- 0.20 FTE Data Collection/Administrative Assistant

Contractor shall notify the ACBH Program Contract Manager of any change and/or vacancy in direct service staffing that is anticipated to decrease contracted service delivery by more than 25 percent during the contract period.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide a minimum of the following services/deliverables:

- Hire, train, and provide program staff and consultants by no later than the end of the second month after the contract start date, with ongoing supervision offered thereafter;
- Provide coordination, oversight and fiscal support to three unique mini-campaigns hosted by three faith and spiritual/healing based community;
- Partner with the faith and spiritual/healing communities and the Everyone Counts Campaign Day of Prayer event to bring increased awareness and education around stigma and discrimination;
- Implement three 10-week stigma reduction support groups hosted by faith and spiritual/healing based community;
- Implement three educational presentations hosted by the faith and spiritual/healing based community;
- Provide quarterly advisory board meetings that include the faith and spiritual/healing based community; and
- Provide one presentation to the African American Steering Committee as directed by the ACBH Office of Ethnic Services highlighting the progress and challenges in reaching the contract deliverables for this program.

The noted Process Objectives shall be separate and distinct from any other services/deliverables which may be purchased through other sources of funding.

B. Quality Objectives

Contractor shall work with ACBH Operations department to jointly determine one or more quality objectives.

C. Impact Objectives

Contractor shall work with ACBH Operations department to jointly determine one or more impact objectives.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall submit a Quarterly Program Report that describes progress in achieving the Contract Deliverables and Requirements. Additionally, Contractor shall submit a Quarterly PEI Data Report in the ACBH-provided template that includes demographics, implementation challenges, successes, and lessons learned. Both the Program Report and PEI Data Report shall be submitted to the ACBH Program Contract Manager and the ACBH Office of Ethnic Services in accordance with the following schedule:

Quarter	Dates Covered in Report	Due Date Each Fiscal Year
1	July 1 – September 30	October 31
2	October 1 – December 31	January 31
3	January 1 - March 31	April 30
4	October 1 – June 30	July 31

Contractor shall submit any special or additional reports requested by County financial or program monitors that may be required with respect to the Mental Health Services Act and related regulations and requirements. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable law and regulations, as a condition of funding.

B. Evaluation Requirements

Contractor shall submit an Annual PEI Evaluation Report to ACBH Program Contract Manager in the ACBH-provided template within 30 days from the end of the contract period that collects client perceptions of service quality, impact on clients' behavioral health outcomes, and other programmatic successes and challenges.

Contractor shall work with ACBH to determine appropriate metrics for evaluation and to implement programmatic improvements.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Failure to meet standards, requirements, or objectives identified in this Exhibit A and/or the Master Agreement may be grounds for sanction under County's contracting policies, up to and including termination.

VI. Additional Requirements

A. Site Certification / Licensure

Contractor shall have and maintain a copy of the current fire clearance at all of their service delivery sites specified in this Exhibit A where direct services are provided to clients, with the exception of those that already require it by law.

B. Other Requirements

Contractor shall be required to attend meetings as scheduled by ACBH to report on activities to date compared with contract deliverables and to receive technical assistance or other support.

C. Supplemental Terms and Conditions

Contractor agrees to comply with the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions of Program and Performance.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Additional Terms and Conditions of Program and Performance

Contracting Department: Alameda County Behavioral Health (ACBH)
Contractor Name: Peers Envisioning and Engaging in Recovery Services
Contract Period: 7/1/2019 to 6/30/2020
Master Contract Number: 900119

I. Confidentiality:

- A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and personally identifiable information (PII) including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act, and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328.
- B. Contractor shall inform and train its officers, employees, and agents annually regarding the provisions for confidentiality of all information and records as set forth in applicable laws and policies as required above. Contractor shall submit a tracking report of training attendance to the ACBH Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed.
- C. Each year, Contractor shall collect a signed ACBH Oath of Confidentiality from any staff who are paid or partially paid through this Agreement which shall be retained in the employee file for a minimum of five years. The ACBH Oath of Confidentiality is located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- D. Contractor shall have a secure email system and ensure that staff members abide by the Alameda County Alameda County Behavioral Health Care Services (ACBH) Secure Communications Policy, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, Contractor shall establish and train all users on guidelines for creating passwords and expiring passwords every 90 days. Contractor shall ensure that workforce members are trained on how to safeguard the password information.
- E. Contractor shall follow state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, their staff, and subcontractors. Please see the ACBH HIPAA Breach Reporting Policy for more information, which is available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- F. Contractor shall provide necessary client information to any other service provider within the ACBH System of County-operated and County-contracted providers for treatment

activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other ACBH service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PII to those who are outside the ACBH system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

II. Maintenance of Records:

- A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000. Please see the ACBH Record Storage and Retention Policy and Procedure, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- B. Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized ACBH personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this Agreement. County policies and procedures in regards to this section may be found in the Quality Assurance Manual posted online at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

III. General Supervision:

Services shall be under the general supervision of the Director of ACBH, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

IV. Materials and Presentations:

Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this Agreement, to County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

V. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to ACBH upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.
- B. Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance Director/Accountant with at least five years of education, training and/or experience in finance or business administration.
- C. Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15 of the fiscal year via the ACBH Provider Contact Information Form. Contractor shall notify ACBH of any changes in the following positions, or the equivalent positions within Contractor's organizational structure via the Provider/Program Change Notification Form which is located on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).
- D. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue being delivered in accordance with the requirements of this Agreement.

VI. Administrative and Program Standards:

- A. Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, the California Department of Health Care Services (DHCS), or any other applicable regulatory body. This may include onsite program, fiscal or chart reviews and/or audits.
- B. Contractor shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.
- C. Contractor shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal guidelines, including but not limited to those related to:
 - i. *Americans with Disabilities Act* – Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.
 - ii. *Charitable Choice* – Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold

a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program(s) included in this Agreement. Contractor shall inform the County if it is faith-based. If Contractor identifies as faith-based, Contractor shall:

- Submit to ACBH a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- Include a copy of this policy in its client admission forms;
- Notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- Ensure that the client makes contact with the alternate provider to which he or she is referred.

- iii. *Criminal Background Checks and Fingerprinting* – Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42 Code of Federal Regulations (CFR) 455.434(b)(1) and (2). Contractor shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse. Contractor shall be responsible for tracking and monitoring that staff and management have completed the training and shall submit a tracking report to the ACBH Compliance Officer by June 30. Contractor shall also submit an attestation to the ACBH Compliance Office that each employee has signed a code of conduct within the last 12 months.
- iv. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through alternate mechanisms such as a language line. Contractor shall complete and submit an electronic survey regarding their implementation of CLAS by July 10 of the following fiscal year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training.
- v. *Non-Discrimination in Services and Employment* – Under the laws of the United States and the State of California, Contractor shall not unlawfully discriminate against any person on the basis of race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual

to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit. Contractor shall post ACBH-materials related to non-discrimination in services and employment. Contractor shall have policies and procedures that protect clients and employees from harassment in areas including but not limited to race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status.

- vi. *ACBH Provider Tobacco Policies and Consumer Treatment Protocols* – Contractor shall implement the ACBH Tobacco Policy as written in the policy, available on the ACBH website, available online at http://www.acbhcs.org/tobacco/docs/Tobacco_Policies_Con_Tx_Prot.pdf, and as clarified in the recent ACBH memo, available online at <http://www.acbhcs.org/providers/QA/memos.htm>.
- vii. *Drug-Free Workplace* – Contractor shall comply with Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with Government Code Section 8355. Contractor must notify the ACBH Network Office Program Contract Manager within five days if an employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County facility or work site.
- viii. *Smoke-Free Workplace Certification* – Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.
- ix. *Timeliness of Services* – Contractor shall ensure that services are provided in accordance with ACBH timeliness standards for access to services.

- x. *Trafficking Victims Protection Act of 2000* – Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

ACBH policies and procedures for mental health providers are located on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm.

- D. Contractor shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement for a client who is under extended or permanent Lanterman Petris Short (LPS) Conservatorship. Contractor shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

VII. Licenses, Permits and Certificates:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, and certificates required by all applicable federal, state, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

VIII. Quality Assurance (QA):

- A. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of ACBH' Informing Materials pertaining to Consumer Rights, including, but not limited to, the posting of ACBH' grievance and appeal poster and the ACBH Notice of Privacy Practices.
- B. Contractor shall comply with ACBH's Consumer Grievance and Appeal Policy and Procedures, as set forth in the ACBH QA Manual and such amendments as posted on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm.
 - a. Contractor shall direct all ACBH consumers who wish to file a grievance and/or appeal about anything, including, but not limited to services received or to be received from Contractor, to the ACBH Consumer Assistance toll-free line at 1-800-779-0787 and ensure that ACBH grievance and appeals material are accessible to consumers without having to make a request.
- C. Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency.
- D. Contractor shall comply with the formalized case review policies as set forth in the ACBH QA Manual.
- E. Contractor shall provide information as requested by ACBH to support required ACBH submissions to demonstrate compliance with Federal Network Adequacy Standards.
- F. Contractor shall ensure that employees, volunteers, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting federally-funded services and/or goods under this Agreement are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs

or on the Medi-Cal Exclusion List. Federally-funded services and/or goods include, but are not limited to those funded through federal block grant funding and/or who bill services to Medi-Cal, Medicare and/or Medi-Cal Administrative Activities (MAA). Via the ACBH Staff Number Request E-Form, Contractor shall notify ACBH of changes in non-clinical and clinical staffing providing and/or supporting federally-funded services and/or goods under this Agreement. Contractor is responsible for performing exclusion list checks prior to hiring a potential employee. Contractor shall complete and submit the ACBH Monthly Staff Change Attestation E-Form on a monthly basis to attest that all staff changes have been submitted to ACBH as described in ACBH' Office of the Inspector General (OIG) and Other Exclusion List Monitoring, Oversight and Reporting Policy as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall comply with applicable federal and state suspension, debarment, and exclusion laws and regulations, including without limitation ongoing monitoring. Contractor shall submit a current staff roster to ACBH upon request, within 30-days of said request. The staff roster shall be in a designated format and include all employees, volunteers and agents providing and/or supporting federally-funded services and/or goods under this Agreement.

IX. Continuity of Services:

Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

X. Program Modification:

Contractor shall secure the prior written approval of the Director of ACBH, or his or her Designee, in the event contracted services and activities require modification during the term of this Agreement. The request for modification shall be submitted to ACBH in writing.

XI. Compliance with Contract Provisions:

Contractors not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to ACBH approval. The cost of the plan of correction shall be borne by the Contractor/Provider. Failure to address identified issues may lead to further action by ACBH up to and including program termination.

XII. Medi-Cal Administrative Activities (MAA):

Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State of California. Any provider with a current MAA Plan through ACBH must request and receive prior approval from the ACBH MAA Coordinator prior to discontinuation of MAA activities.

EXHIBIT B: TERMS AND CONDITIONS OF PAYMENT

Contracting Department	Alameda County Behavioral Health (ACBH)
Contractor Name	Peers Envisioning and Engaging in Recovery Services
Contract Period	7/1/2019 to 6/30/2020
Contract Maximum	\$ 208,308

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and ACBH) to this Contract shall abide by the terms of payment contained herein.

I. BUDGET (Exhibits)

ACBH may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by ACBH for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the contract budget, set forth as follows:

- Exhibit B-1: Funded Program Budget (for actual cost reimbursed programs only)
- Exhibit B-2: Composite Agency Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Cost Report Submission Timeline
- Exhibit B-5: Cost Settlement Appeal Procedure

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

1. Contract Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum specified above. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Not Applicable

2. Program Maximum Funding

Not Applicable

3. Movement of Funds Between Programs/Reporting Units (RUs)

Not Applicable

4. Cost of Living Adjustment (COLA)

COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1 of the current contract year for the approved funding streams.

5. Available Resources

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact ACBH's dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, ACBH shall notify Contractor at least 30 days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between ACBH and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

Rate of reimbursement may be subject to renegotiation after ACBH review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

1. Actual Cost Reimbursement Method

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payment sources up to the Contract Maximum.

Should Contractor's actual CPU of service exceed the CCMR or other ACBH rate cap, Contractor's reimbursable cost will be reduced to the CCMR or other ACBH rate cap times allowable units of service.

2. Final Reimbursement

Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within 60 calendar days

of Contractor's receipt of Final Contract Settlement, unless otherwise approved by ACBH.

If applicable to Contractor's funding source, ACBH will provide the Final Medi-Cal Reconciliation data submitted to State of California based on the Final Mental Health 1930- *Final Short Doyle Claim for Reimbursement* and Mental Health 1931- *Cost Report/Claims Paid Comparison Final Reimbursement* (Final Medi-Cal Reconciliation) for Contractor's review. If Contractor has any adjustments that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise ACBH prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

3. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by ACBH. Should County, State and Federal or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 120 days of notification, unless otherwise approved in writing by ACBH. ACBH may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

ACBH may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If ACBH determines that Contractor is not in compliance with any provisions of this Contract, ACBH will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment, or apply a payment penalty of one percent of the total of the next monthly claim. For purposes of this provision, such notice provided by ACBH shall be by First Class Mail (United States Postal Service), overnight delivery, facsimile, or email. Contractor's non-compliance includes failure to comply with County, State, and Federal requirements and/or failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as, but not limited to contract renewal documents, year-end cost reports, audit report, lapse of insurance, a lack of fire clearance at a site, or other information required for contract administration, monitoring and/or renewal.

ACBH may, after three months of withholding funds or applying payment penalties for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until ACBH deems Contractor in compliance with the Contract.

2. Disallowances

ACBH may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon in writing by ACBH.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, ACBH may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by ACBH.

III. INVOICING PROCEDURES

A. Monthly Invoices/Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using a ACBH template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month.

Contractor will submit one original Provider Claim / Service Report form (Invoice) per service period on a monthly basis. The invoice must include appropriate documentation. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted. Invoices need to be received by ACBH no later than 35 calendar days after the last day of the service month. ACBH will authorize payment to Contractor no later than 45 County business days after receipt of a monthly claim/service report. Invoices received after

35 calendar days after the last day of the service month, may be subject to a penalty of one percent of the total monthly invoice/reimbursement claim. Contractor shall submit the original invoice with appropriate attachments to the ACBH Fiscal Contract Manager.

1. Invoice/Claim Attachments

- a. *For Actual Cost Programs*: Contractor shall submit invoices which shall include detailed, line-item monthly expenditures incurred less Other Health Insurance and/or Medicare revenues collected by Contractor to perform the contracted services as indicated herein.

B. Reimbursement of Invoices After End of Contract Terms

Contractor shall submit all invoices for reimbursement under this Contract within 45 calendar days following the end of the term of this Contract. All invoices submitted after 45 calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of ACBH.

C. Cash Advance

Contractor may be eligible to receive a one-time cash advance, consistent with Alameda County's Cash Advance Policy located on ACBH's Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

Repayment method is subject to ACBH approval. ACBH may make repayment adjustments or demand full repayment at any time after ACBH review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of invoices, until repayment is satisfied.

IV. FUNDING AND REPORTING REQUIREMENTS

A. Financial Reports

1. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format issued by ACBH. Contractor shall submit a separate Year-End Cost Report for each program contained in this Contract.

A. Revenue Enhancement

ACBH may establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to local, State and/or Federal insurance revenue maintenance or enhancement

within 30 days from ACBH notice. ACBH shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or client for clients that have share of cost Medi-Cal or self-pay. For services covered by such third party payers and/or Share of Cost Medi-Cal, charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate.

For indigent or self-pay clients, Contractor shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State of California.

Medi-Cal Funding Provisions

Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third party payer and/or for Share of Cost Medi-Cal client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. ACBH will provide test claim reports for all claims prior to submission to the State. Should ACBH receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

B. Contract or Program Termination

1. Notice of Termination

In the event of termination of this Contract or a program within this Contract;

- a. If initiated by Contractor, Contractor shall provide written notice to ACBH Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b. If initiated by ACBH, ACBH Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

2. Contractor Responsibility

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program.

- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to ACBH upon written request from ACBH.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to ACBH Fiscal Contract Manager.
- d. Surrender all applicable records to ACBH, if requested by ACBH.
- e. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all ACBH Quality Assurance (QA) and professional requirements.
- f. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
- g. Make arrangements to hold Contractor's financial records for at least five years, or until all audit and appeal processes with the State and County are completed, whichever is later.
- h. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that ACBH receives contact information for this point person, and any updates, in a timely manner.
- i. Complete a Cost Report within 30 calendar days of receipt of Cost Report template from ACBH.
- j. Participate in any required close-out audit.
- k. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

ACBH may reimburse Contractor for reasonable and necessary costs or expenses incurred after ACBH's receipt of Contractor's notice of termination, within the contract maximum.

C. Termination for Cause

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

PLEASE ENTER WHOLE DOLLARS <u>ONLY</u>	Direct Services √	Average Annualized Salary	TOTAL MASTER CONTRACT		Stigma & Discrimination Reduction	
			BUDGET		African American Mental Wellness and Spirituality Campaign	
			BUDGET		Actual Cost	
			FTE	Cost	FTE	Cost
TOTAL PROGRAM BUDGET						
I. SALARIES, WAGES, & BENEFITS						
Provider's Employees						
Direct Service Employees		Direct FTE	0.60		0.60	
Program Manager	√	\$67,000	0.20	\$13,400	0.20	\$13,400
Facilitator/Mental Health Specialist	√	\$55,000	0.40	\$22,000	0.40	\$22,000
	√	\$0	0.00	\$0		
Administrative Employees (Direct Assigned)		Indirect FTE	0.20		0.20	
Data Collection / Administrative Assistant		\$52,000	0.20	\$10,400	0.20	\$10,400
		\$0	0.00	\$0		
Provider's Employees - Salaries & Wages TOTAL				\$45,800		\$45,800
Provider's Employees - Fringe Benefits				\$11,908	26%	\$11,908
Provider's Employees - Salaries, Wages, and Benefits TOTAL				0.80	\$57,708	0.80 \$57,708
II. OPERATING EXPENSES						
Direct Assigned						
Transportation				\$2,500		\$2,500
Food, Flyers, Supplies, duplications				\$3,088		\$3,088
				\$0		
Allocated						
Office Expense and Supplies				\$1,332		\$1,332
Communications				\$1,032		\$1,032
Training				\$5,000		\$5,000
Rent & Leases						
Structure, Buildings, & Improvements				\$4,377		\$4,377
Professional & Specialized Services						
Other: Facilitator/Mental Health Specialist (Contractor - LL)				\$47,500		\$47,500
Other: Interfaith/Spiritual Advisory (10)				\$10,000		\$10,000
Other: Host orgs for stigma reduction campaigns				\$48,600		\$48,600
TOTAL OPERATING EXPENSES				\$123,429		\$123,429
III. ADMINISTRATIVE EXPENSES				\$27,171	13%	\$27,171
GROSS COST				\$208,308		\$208,308
V. REVENUE						
TOTAL REVENUE				\$0		\$0
NET COST				\$208,308		\$208,308

**EXHIBIT B-2
COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY**

CONTRACTOR: PEERS ENVISIONING AND ENGAGING IN RECOVERY SERVICES		CONTRACT PERIOD: JULY 1, 2019 - JUNE 30, 2020	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		Salaries & Benefits	Services & Supplies
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>			
A. ACBH - SUBSTANCE USE DISORDERS (SUD)			
B. ACBH - MENTAL HEALTH			
Federal - Mental Health Block Grant (MHBG)			
Federal - Projects for Assistance in Transition from Homelessness (PATH)			
Mental Health - Other	\$208,308		
C. OTHER ALAMEDA COUNTY DEPARTMENTS:			
-			
-			
-			
-			
-			
-			
-			
-			
SUBTOTAL	\$208,308		
<u>II. OTHER SOURCES OF FUNDS</u>			
A. FEDERAL			
B. STATE			
C. OTHER COUNTIES/CITIES/DISTRICTS			
-			
-			
-			
-			
-			
D. PATIENT / CLIENT FEES			
E. PRIVATE			
F. MISCELLANEOUS / OTHER			
SUBTOTAL	\$0		
GRAND TOTAL	\$208,308	\$57,708	\$150,600

**EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
RATE SHEET
MASTER CONTRACT
FY 19/20**

Peers Envisioning and Engaging in Recovery Services

Reporting Unit	Service / Program	Reimbursement Method	Rate	Allocation
N/A	African American Mental Wellness and Spirituality Campaign	Actual Cost	Not to exceed	\$208,308
			Contract Maximum:	<u>\$208,308</u>

EXHIBIT B-4

COST REPORT SUBMISSION TIMELINE

Steps	Timelines*
Contractor completes service data input into INSYST	First month after close of fiscal year (End of July)
Cost Report Forms & Letter sent to Contractor	After ACBH receives cost report instructions and forms from the State (by August 31, at the latest).
Contractor complete & submit Cost Report to ACBH	September 30. The County needs three months to analyze, correct, and add data to cost reports before submitting to the State by the December 31 deadline.

*All timelines are subject to change. Each year actual deadlines will be communicated via ACBH.

EXHIBIT B-5

MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

1. Cost Report Settlements are sent to Contractors as soon as County staff are able to complete them. Cost Report Settlements are dependent on County receiving timely forms and information from State, and for some contracts, on State's Medi-Cal approval process.
2. If Contractor disagrees with a Cost Report Settlement, Contractor is encouraged to contact Alameda's Cost Report unit (510-383-2675) to resolve any disagreements informally.
3. If no informal resolution is possible, an Appeal or Intent to Appeal a Cost Report Settlement must be sent to ACBH within fifteen business days of receipt of the Settlement. Appeals shall be submitted to:

Alameda County Behavioral Health Care Services
ATTENTION: Cost Report Unit
2000 Embarcadero Cove, Suite 302
Oakland, CA 94606
REFERENCE: Appeal FY XX/XX, Contractor ABC

Within ten business days of receipt of an Intent to Appeal, ACBH will notify the Contractor of the deadline for submitting the appeal, and any supporting documentation.

4. An appeal must be for a unique fiscal year. Contractor should concisely state the reason for the appeal; merely stating '*do not agree*' does not constitute a viable appeal.

Contractor must include supporting documentation. If none available, please state the reason.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions:	
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JJ

DATE (MM/DD/YYYY)

08/21/18

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

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

PRODUCER Nichols Insurance Service, Inc P O Box 20875 Castro Valley, CA 94546 Sally Nichols, CIC	510-889-0300	CONTACT NAME: _____ PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: TRACY-1																				
	510-889-0306	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofit's Insurance Alliance</td> <td></td> <td></td> </tr> <tr> <td>INSURER B: State Fund</td> <td></td> <td>35076</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Nonprofit's Insurance Alliance			INSURER B: State Fund		35076	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER B: State Fund		35076																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Peers Envisioning and Engaging in Recovery Services 333 Hegenberger Rd. 2nd floor Oakland, CA 94621																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR) WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> D&O/ Prof Liab.	X	2017-11820	08/08/18	08/08/19	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000
			2017-11820	08/08/18	08/08/19	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2017-11820	08/08/18	08/08/19	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	1702737-17	09/17/18	09/17/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Nonprofit's		2017-11820	08/08/18	08/08/19	
A	Nonprofit's		CWB0004602-5	08/08/18	08/08/19	BPP 30,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSURED'S CG20 26-07 EMPLOYEE DISHONESTY & CRIME IS ENDORSED AS LOSS PAYEE (AS INTEREST MAY ARISE): COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS AGENTS

CERTIFICATE HOLDER ALAMEDA COUNTY- BHCS INSURANCE COORDINATOR 1900 EMBARCADERO COVE STE#205 OAKLAND, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sally Nichols, CIC

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POLICY NUMBER: 2017-11820

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

COUNTY OF ALAMEDA, ITS BROAD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

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

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. **AUDIT REQUIREMENTS**

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required

to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and **Peers Envisioning and Engaging in Recovery Services**, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity

as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. **PROTECTION OF PHI BY BUSINESS ASSOCIATE**

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of

data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services

provided pursuant to the Agreement.

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA

Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum

requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Peers Envisioning and Engaging in Recovery Services

By (Signature): Vanetta Johnson
D47F4CAA037946D...

Print Name: Vanetta Johnson

Title: Executive Director

EXHIBIT F
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Peers Envisioning and Engaging in Recovery Services

PRINCIPAL: Vanetta Johnson **TITLE:** Executive Director
DocuSigned by:
SIGNATURE:  **DATE:** 7/11/2019
D47F4CAAD37948D...