



OFFICE OF THE AGENCY DIRECTOR
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San Leandro, CA 94577
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December 27, 2019

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

Dear Board Members:

SUBJECT: APPROVE FISCAL YEAR 2020 NEW MASTER CONTRACT WITH TRI-CITIES COMMUNITY DEVELOPMENT CENTER FOR DELIVERY OF STIGMA AND DISCRIMINATION REDUCTION SERVICES FOR AFRICAN AND AFRICAN AMERICAN FAITH-BASED AND SPIRITUAL/HEALING COMMUNITIES IN THE AMOUNT OF \$124,775

RECOMMENDATIONS

- A. Approve and execute a new non-profit CBO Master Contract (Master Contract No. 901865; Procurement Contract No. 19478) with Tri-Cities Community Development Center (Principal: Horacio Jones; Location: Newark) for expanded prevention and early intervention stigma and discrimination reduction services within faith-based communities serving the African and African American populations in parts of Oakland, East County, and South County for the contract period of 1/1/20 – 6/30/20, in the amount of \$124,775; and
- B. Authorize the Auditor-Controller to make the related budget adjustments

DISCUSSION/SUMMARY

Alameda County Behavioral Health Care Services (ACBH) is requesting your Board to approve a new contract with Tri-Cities Community Development Center (TCCDC) to provide mental health prevention and early intervention services. These services would reduce stigma and discrimination through mini-campaigns for Alameda County faith-based spiritual leaders, congregations, and spiritual/healing communities that serve African and African American communities in parts of Oakland, East, and South County. This programmatic approach recognizes the cultural, psychological, spiritual, and physical interdependencies between faith and wellness for many African Americans.

TCCDC is a non-profit organization serving the spiritual, physical, behavioral, and social needs of African and African American consumers and family members throughout Alameda County since its inception in 1997. TCCDC provides spiritual-based workshops and education through lived experience of its program leaders. Under the recommended program, TCCDC will partner with faith-based spiritual leaders, congregations, and spiritual/healing communities to host eight mini-campaigns. Each mini-campaign will include a kick-off presentation on mental health, wellness, stigma, and discrimination. TCCDC will collaborate with other spiritual/healing communities to co-design and execute a set of stigma reduction interventions that will include

support groups and trainings for participants. The trainings are expected to impact over 2,000 community members who are members of affiliated congregations and spiritual/healing communities.

To better serve Alameda County's African and African American communities, ACBH collaborated with various community groups and key stakeholders to develop an African American Utilization Report in 2011. This report made several recommendations for improving services and transforming the behavioral health care system 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). This program is distinct from a similar mental health stigma and discrimination reduction program as this serves different geographic regions within Alameda County.

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 has provided guidance in developing a number of mental health prevention and treatment programs. 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 community-based organizations, community members, consumers, and family members and one of the priorities amongst stakeholders was services to reduce stigma and discrimination related to mental health in African American communities.

SELECTION CRITERIA

ACBH released Request for Proposals (RFP) No. 19-10 on July 10, 2019 for the design and delivery of mental illness stigma and discrimination reduction services to African and African American through faith-based and spiritual/ healing communities. These services were designed to serve participants of all ages in East and South Alameda County, Hayward, and parts of Oakland (south of Fruitvale and East Oakland). The RFP was advertised for five weeks 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 ACBH contracts via an existing email distribution list. ACBH held two Bidder's Conferences on July 17, 2019 in Oakland and July 18, 2019 in Hayward, with attendance from three agencies.

An evaluation panel consisting of four subject matter experts, including a consumer and a faith leader, was conducted on September 18, 2019. As the top two bidders, the panel invited TCCDC and The Unity Care Group for brief presentations and oral interviews on September 19, 2019 and TCCDC was recommended for award. Bidders were notified of the award recommendations on September 26, 2019 and no bid protests were received. At the time TCCDC's bid was submitted, their organization was a certified Small, Local and Emerging Business (SLEB) provider (Certification No. 18-00099; Expiration Date 10/31/2019). Although they have not renewed and are not required, TCCDC is a non-profit religious organization and is exempt from the County's SLEB policy.

The table below summarizes the results of this competitive bidding process and the evaluation panel's recommendation for award.

Bidder	Certified Small, Local, or Emerging	Score
<i>Restorative Justice for Oakland Youth</i>	<i>Disqualified – exceeded page maximum</i>	<i>n/a</i>
TCCDC	Yes (Expiration Date: 10/31/2019)	490
<i>The Unity Care Group</i>	<i>No</i>	<i>261</i>

FINANCING

The \$124,775 in appropriation is offset by revenue in the same amount from Mental Health Services Act Prevention and Early Intervention funds, per the attached financial recommendation. Approval of these recommendations will have no impact on net County cost.

VISION 2026 GOAL

The faith and spirituality-based mental illness stigma reduction services for Africans and African Americans meet the 10x goal pathway of **Healthcare 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/jw/tc

FINANCIAL RECOMMENDATION

AGENDA DATE: 1/14/2020

Subject of Board Letter: Tri-Cities Community Development Center

BY: 2020

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	
350551	452120	00000		\$124,775
ORG TOTAL				\$124,775

			<i>Informational</i> PROJ/GR	
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$124,775

			<i>Informational</i> PROJ/GR	
350500	610000	00000		\$124,775
ORG TOTAL				\$124,775

			<i>Informational</i> PROJ/GR	
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$124,775

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **Tri-Cities Community Development Center**, a public non-profit organization, doing business at **37620 Filbert St, Newark, CA 94560**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **January, 2020** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims

submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years

following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. Drug-free Workplace. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. Modifications to Agreement. County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Tri-Cities Community Development Center**
37620 Filbert St
Newark, CA 94560

COUNTY: **Behavioral Health Care Services**
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

Tri-Cities Community Development Center
Contractor

37620 Filbert St
Street Address

Newark, CA 94560
City, State, Zip Code

Date

Federal ID No.

Approved as to form:

Donna R. Ziegler, County Counsel,
County of Alameda

By

Raymond J. Leung,
Deputy County Counsel

By

Authorized Signature of Contractor

President /CEO
Title

12/27/19
Date

ADDITIONAL PROVISIONS

I. Section 9, Indemnification, is amended and replaced by the following:

9. Indemnification. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

II. Section 23, Debarment and Suspension Certification, is added:

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

- a. By signing this agreement and Exhibit F, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- c. County will verify Contractor, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award

Management website (SAM), www.SAM.gov:

1. There is NO FEE to register or maintain your SAM.gov registration;
2. County requires SAM.gov registration to include a DUNS number;
3. DUNS = Data Universal Numbering System: A code required by the federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.
4. Get a DUNS: <http://www.dnb.com/DUNS-number.html>

County Counsel Signature: _____

Raymond J. Leung,
Deputy County Counsel

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor's Program Name	Tri-Cities Community Development Center ("Contractor")
Contract Period	January 1, 2020 – June 30, 2020
Type of Contract	Master
Contract Number	901865

I. Program Name

Mental Health Friendly Communities

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 and African American community and how stigma impacts the ability of these communities 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 including but not limited to faith-based spiritual leaders, interfaith congregations, and spiritual/healing providers.

These services shall involve African and African American communities in the East¹ and Southern² regions of Alameda County and parts of Oakland³.

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 Africans and 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 and African American communities in a manner that is non-stigmatizing and

¹ East County includes Dublin, Livermore, Pleasanton, and Sunol.

² South County includes Fremont, Newark, and Union City.

³ Parts of Oakland including East Oakland and areas south of Fruitvale.

non-discriminatory. Contractor shall collaborate with ACBH Everyone Counts Stigma Reduction Campaign for African Americans. Program materials shall incorporate the following:

- Information on how to connect with public service announcements (PSA) outlets;
- Graphic design resources for online marketing such as social media and websites that will utilize the ACBH and MHSA logo;
- Offer a list of the community centers, non-profit organizations, and mental health centers in specific areas; and
- Promote television opportunities for interviews about the support groups.

Contractor shall provide fiscal support that may pay for program resources, materials, group facilitation, speakers, space, or refreshments.

Contractor shall work with the ACBH-contracted provider PEERS to coordinate program services throughout the County and minimize duplication of services.

Contractor shall work with an external evaluator to evaluate the program and the impact of services.

Contractor shall conduct targeted outreach and engagement to ensure that at least 75 percent of the individuals receiving services are from African or African American 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 aged 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:

- 37620 Filbert Street, Newark, CA 94560
- Various field-based locations in the targeted regions of 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 staffing⁴

- 1.45 Full-Time Equivalent (FTE) Adjunct staff to include:
 - 0.60 FTE Program Manager
 - 0.50 FTE Facilitator/Mental Health Specialist
 - 0.35 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 two unique anti-stigma mini-campaigns hosted by two faith and spiritual/healing based communities⁵;
- Certify and train at least four faith and spiritual/healing based communities throughout the service area to become a Mental Health Friendly Community;
- Work with an external evaluator to develop, administer, and collect evaluation materials; and
- Partner with the faith and spiritual/healing communities and the Everyone Counts Campaign to bring increased awareness and education around stigma and discrimination.

The noted Process Objectives shall be separate and distinct from any other services/deliverables that may be funded through other sources.

B. Quality Objectives

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

C. Impact Objectives

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

⁴ The positions shall be maintained for the specified level or higher of direct FTE staff.

⁵ A maximum of one of the mini-campaigns may be hosted in Contractor's own faith/ spiritual community. The remaining mini-campaigns shall target other faith or spiritual/ healing communities or be an inter-faith campaign targeting multiple faith or spiritual/ healing communities.

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 in accordance with the following schedule:

Quarter	Dates Covered in Report	Due Date Each Fiscal Year
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 laws 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 contains 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: **Tri-Cities Community Development Center**
Contract Period: **01/01/2020 to 6/30/2020**
Master Contract Number: **901865**

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](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	Tri-Cities Community Development Center
Contract Period	01/01/2020 to 6/30/2020
Contract Maximum	\$ 124,775

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' 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.

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' 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.

V. Additional Terms and Conditions

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		NON MEDICAL BILLABLE SERVICES (1/1/20-6/30/20) Mental Health Friendly Communities - Faith-Based Stigma Reduction Actual Cost RU # N/A BUDGET
			FTE	Cost	

TOTAL PROGRAM BUDGET

I. SALARIES, WAGES, & BENEFITS

Provider's Employees

	Direct FTE	0.55	0.55	
Direct Service Employees				
Facilitator/Mental Health Specialist	✓	\$70,720	0.25	\$17,680
Program Manager	✓	\$78,737	0.30	\$23,621
	✓	\$0	0.00	\$0
	✓	\$0	0.00	\$0
	✓	\$0	0.00	\$0
	✓	\$0	0.00	\$0
Administrative Employees (Direct Assigned)				
Data Collection/ Admin Assistant		\$44,333	0.18	\$7,980
		\$0	0.00	\$0
		\$0	0.00	\$0
		\$0	0.00	\$0
Provider's Employees - Salaries & Wages TOTAL				\$49,281
Provider's Employees - Fringe Benefits				\$12,320
			25%	\$3,080
Provider's Employees - Salaries, Wages, and Benefits TOTAL			0.73	\$61,601

MH Professional Contracted Services (1099 Contract Workers)

	Direct FTE	0.25	0.25	
Direct Service Contractors				
Mental Health Consultant	✓	\$70,720	0.25	\$17,680
	✓	\$0	0.00	\$0
	✓	\$0	0.00	\$0
	✓	\$0	0.00	\$0
MH Professional Contracted Services - Compensation TOTAL			0.25	\$17,680

TOTAL SALARIES, WAGES, & BENEFITS

	0.98	\$79,281	0.98	\$79,281
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II. OPERATING EXPENSES

Allocated

Household Expense, Food, & Supplies	\$0
Office Expense and Supplies	\$4,000
Utilities	\$1,400
Communications	\$500
Transportation and Travel	\$1,500
Insurance (excl. Professional Liability)	\$0
Taxes, Assessment, Membership Dues, & Licenses	\$0
Interest on Long-Term Debt	\$0
Training	\$5,000

PLEASE ENTER WHOLE DOLLARS <u>ONLY</u>	Direct Services ✓	Average Annualized Salary	TOTAL MASTER CONTRACT		NON MEDICAL BILLABLE SERVICES (1/1/20-6/30/20)	
			BUDGET		Actual Cost	
			FTE	Cost	FTE	Cost
Rent & Leases						
Structure, Buildings, & Improvements			\$6,700	\$6,700		\$6,700
Equipment (Non-Medical) & Vehicles			\$0	\$0		
Maintenance						
Structure, Buildings, & Improvements			\$0	\$0		
Equipment (Non-Medical) & Vehicles			\$0	\$0		
Depreciation						
Structure, Buildings, & Improvements			\$0	\$0		
Equipment (Non-Medical) & Vehicles			\$0	\$0		
Professional & Specialized Services						
Legal & Accounting			\$1,500	\$1,500		\$1,500
Data Processing			\$0	\$0		
Other: Community Event ABOTW			\$1,750	\$1,750		\$1,750
Other: MHFC Assessment And Evaluation Team			\$1,150	\$1,150		\$1,150
Other: Faith Center Anti Stigma Campaign Grant			\$16,000	\$16,000		\$16,000
Other:			\$0	\$0		
Other:			\$0	\$0		
TOTAL OPERATING EXPENSES			\$39,500	\$39,500		\$39,500
III. ADMINISTRATIVE EXPENSES (ALLOCATED / INDIRECT)			\$5,994	\$5,994	5%	\$5,994
GROSS COST WITHOUT CLIENT SUPPORT EXPENDITURES			\$124,775	\$124,775		\$124,775
V. REVENUE						
ACBH - Substance Use Disorder			\$0	\$0		
Other Alameda County Department(s)			\$0	\$0		
Other Counties/Cities/ Districts			\$0	\$0		
Federal			\$0	\$0		
NET COST			\$124,775	\$124,775		\$124,775

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

CONTRACTOR: Tri-Cities Community Development Center		CONTRACT PERIOD: January 1, 2020 - JUNE 30, 2020	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
<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	\$124,775		
C. OTHER ALAMEDA COUNTY DEPARTMENTS:			
-			
-			
-			
-			
-			
-			
-			
SUBTOTAL	\$124,775		
<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	\$124,775	\$79,281	\$45,494

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

Tri-Cities Community Development Center

Reporting Unit	Service / Program	Reimbursement Method	Rate	Allocation
N/A	Mental Health Friendly Communities (January 1, 2020 to June 30, 2020)	Actual Cost	Not to exceed	\$124,775
			Contract Maximum:	<u>\$124,775</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 insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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: \$100,000 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, Personal 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 and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2019

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

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

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Aliyyah Harvey PHONE (A/C No, Ext): (510) 548-8200 FAX (A/C No): (510) 548-6145 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com
	INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tri-Cities Community Development Center 37620 Filbert St Newark CA 94560	

COVERAGES **CERTIFICATE NUMBER:** CL1892011241 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		201923000	09/27/2019	09/27/2020	EACH OCCURRENCE	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			201923000	09/27/2019	09/27/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
A	Directors and Officers Liability			201923000DO	09/27/2019	09/27/2020	General Aggregate	1,000,000
							Each Wrongful Act	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Commercial Property w/ Employee Dishonesty. Money & Securities On or Off Premises \$10,000. Employee Dishonesty \$100,000.

The county of Alameda, its board of supervisors, the individual members thereof, and all county officers, agents, employees, volunteers and representatives are additional insured in regards to the activities of the insured per the attached endorsement when required by written contract.

CERTIFICATE HOLDER Alameda County c/o General Services Agency - Procurement 1401 Lakeside Dr, Ste 907 Oakland CA 94612	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
--	--

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder TRI-CITIES COMMUNITY
DEVELOPMENT CENTER
 Address of policyholder 37620 FILBERT ST
NEWARK CA
 Location of operations _____
 Description of operations WORKERS COMP Certificate

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97-CQ-Y930-0	Comprehensive Business Liability	05/14/2019	05/14/2020	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
Type: WORKERS	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
		05/14/19	05/14/20	Each Accident \$ 1,000,000 Disease - Each Employee \$ 1,000,000 Disease - Policy Limit \$ 1,000,000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
97-CQ-Y930-0	WORKERS COMP POL	Effective Date	Expiration Date	(at beginning of policy period)
		05/14/2019	05/14/2020	1,000,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 ALAMEDA COUNTY C/O GENERAL SERVICES AGENCY -PROCUREMENT
 1401 LAKESIDE DR . SUITE 907
 OAKLAND CA 94612

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
 AGENT 06/17/2019
 Title _____ Date
 Aman Kashyap
 Agent Name
 Telephone Number 510-445-1511

Agent's Code Stamp
 Agent Code 3487
 AFO Code 167

**DIRECTORS & OFFICERS LIABILITY POLICY
DECLARATIONS**

- Item 1. Named Member: Tri-Cities Community Development Center
 Address: 37620 Filbert Street
 Newark, CA 94560
- Item 2. Policy Number: 2019-23000-DO-NPO
 Policy Period: 09/27/2019 to 09/27/2020
 (12:01 A.M. Standard time at the address stated in Item 1.)
- Item 3. Limit of Liability: \$ 1,000,000 Each Wrongful Act
 \$ 1,000,000 Annual Aggregate
- Item 4. Deductible: N/A
- Item 5. Premium: \$ 1,500
 (premium does not include Terrorism Coverage - Certified Acts)
- Item 6. Applicable policy form(s) and Endorsement(s) effective at inception:
- | | | | | |
|-------------------|--------------------|-----------------|------------------|---------------------|
| CG 21 73 01 15, | NIAC EDO11 12 17, | NIAC-DODEC-NPO | NIAC-DOET 02 17, | NIAC-E069 DO 02 19, |
| NIAC-E3DO 01 99, | NIAC-E42 DO 09 19, | NIAC-E58 02 12, | NIAC-EDO1 08 91, | NIAC-EDO17 07 18, |
| NIAC-EDO34 01 02, | NIAC-EDO4 03 94, | NIAC-EDO7 02 11 | | |

Producer: 00865
Fidelity Insurance Service, Inc. (UVIS)
P.O. Box 2096
Berkeley, CA 94702

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.



Authorized Company Representative
President, NIAC



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insuranceformonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (23000)
POLICY NUMBER: 2019-23000
NAMED INSURED: Tri-Cities Community Development Center
POLICY CHANGE EFFECTIVE: 11/05/2019
COVERAGE PART AFFECTED: BUSINESS AUTO
POLICY CHANGE#: 2 Page 1

The following additional insured(s)/loss payee(s) is/are hereby deleted as follows:

Veh # VIN # Additional Insured - NIAC-A1
N/A
800 Senic Dr.
Keeler, CA 93530

The following additional insured(s)/loss payee(s) is/are hereby added to read:

Veh # VIN # Additional Insured - NIAC-A1
N/A
County of Alameda c/o General Services Agency
1401 Lakeside Dr Ste 907
Oakland, CA 94612
AS RESPECTS: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
POLICY ENDORSEMENT

Page 2

CONTROL NUMBER: 23000
POLICY NUMBER: 2019-23000
AGENCY NAME: Tri-Cities Community Development Center

POLICY CHANGE NUMBER: 2

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$0



AUTHORIZED SIGNATURE

11/08/2019

(00865)



NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

DATE: August 27, 2019
TO: Tri-Cities Community Development Center (23000)
FR: NIAC
RE: Avoiding Wrongful Termination Lawsuits

You have recently renewed Directors and Officers coverage with the Nonprofits Insurance Alliance of California (NIAC). Employee-related lawsuits are the most common claim filed against nonprofit D&O insurance policies. Many of these lawsuits can be avoided by obtaining good advice before you terminate an employee. To assist you, NIAC provides FREE pre-termination consultations. Just contact our Employment Risk Managers at 800-359-6422 and they will assist you to ensure that you take the appropriate actions to protect your organization.

Another service that NIAC provides to D&O policyholders is a highly subsidized subscription to the Thompson Handbook Builder. Annual subscription cost is \$99 (\$300 savings).

You may find these additional facts about employment-related matters of interest:

- Well over 90% of the claims made against directors and officers of 501(c)(3) nonprofits are employment related. These commonly involve allegations of wrongful terminations, discrimination, or harassment.
- The primary reason nonprofits find themselves in employment-related lawsuits is failing to follow, to the letter, personnel policies which are in compliance with law. In particular, if your personnel policies provide for any special considerations before terminations, such as grievance, probationary period, or written or verbal warnings, and you do not follow these policies to the letter, but instead fire immediately in anger, chances are good that you could find yourself in a lawsuit.
- During our review of personnel policies of those nonprofits with D&O coverage, we most commonly find policies out-of-compliance with current law regarding pregnancy leave, provision for payment of overtime, and applicable classes protected from discrimination such as sexual orientation, political affiliation, veteran status and others.

For everyone's benefit we hope your organization does not find itself in a difficult termination situation. However, if you do, please do not hesitate to contact our Employment Risk Managers before you take action so that together we can help minimize your exposure to expensive and time-consuming lawsuits.

P.S. A knowledgeable, committed board of directors is the strongest protector of a charitable organization's accountability to the law, its clients, its donors and the public. Are you looking for a communications and information management solution for your board of directors? BOARDnetWORK was created by NIAC for its members. This FREE easy to use, web-based resource will help streamline the process of keeping your board organized and running smoothly.

View short demo at www.boardnetwork.org. For more information, call our Director of Loss Control at 831-621-6076

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2019-23000-DO

NAME OF INSURED: Tri-Cities Community Development Center

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DIRECTORS AND OFFICERS FORMS AND ENDORSEMENTS

FORM NUMBER / EDITION DATE

Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Limited Defense Costs - California Labor Code Section 132a	NIAC EDO11 12 17
Directors & Officers Liability Policy Declarations	NIAC-DODEC-NPO
Nonprofit Organization Directors' and Officers' Liability Policy	NIAC-DOET 02 17
Fiscal Sponsor Limitation	NIAC-E069 DO 02 19
Member Criteria	NIAC-E3DO 01 99
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 DO 09 19
Liberalization - D&O	NIAC-E58 02 12
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	NIAC-EDO1 08 91
ISC and Sexual Harassment Amendment	NIAC-EDO17 07 18
Mold, Fungus Exclusion	NIAC-EDO34 01 02
Blood Testing Exclusion	NIAC-EDO4 03 94
Non-Imputation	NIAC-EDO7 02 11

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 **Tri-Cities Community Development Center**, (“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: Tri-Cities Community Development Center

By (Signature):

 12/27/19

Print Name:

Horacio Jones

Title:

President/CEO

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: Tri-Cities Community Development Center

PRINCIPAL: Heracio Jones **TITLE:** President/CEO

SIGNATURE: [Signature] **DATE:** 12/27/19