



**OFFICE OF THE AGENCY DIRECTOR**  
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San Leandro, CA 94577  
TEL (510) 618-3452  
FAX (510) 351-1367

April 23, 2019

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

Dear Board Members:

**SUBJECT: APPROVE A FISCAL YEAR 2019 SERVICES-AS-NEEDED PROCUREMENT CONTRACT NO. 18010 UNDER MASTER CONTRACT NO. 000001 FOR ALTERNATIVE FAMILY SERVICES TO PROVIDE THERAPEUTIC FOSTER CARE**

**RECOMMENDATIONS**

- A. Approve a Services-As-Needed Contract (Master Contract No. 000001; Procurement Contract No. 18010), with Alternative Family Services, Inc. (Principal: Jay Berlin; Location: Santa Rosa) to provide Therapeutic Foster Care services to Alameda County clients, for the contract period of 5/1/19 - 6/30/19 with no change in the allocation of \$6,230,164 for the pool of contractors under Master Contract No. 000001 allowing the option to renew in subsequent fiscal years; and
- B. Delegate authority to the Director of Health Care Services Agency, or her designee, to sign and execute the contract documents upon review and approval as to form by County Counsel, and submit a fully executed copy of the agreement to the Clerk of the Board for filing.

**DISCUSSION/SUMMARY**

Alameda County Behavioral Health Care Services (ACBH) is recommending an award of a new Services-as-Needed (SAN) contract to Alternative Family Services, Inc. (Alternative Family Services) to provide Therapeutic Foster Care (TFC) services to foster children and youth under the age of 21, who meet medical necessity for specialty mental health services (SMHS) and are at risk of entering a higher level of care, or are stepping down from a higher level of care.

Continuum of Care Reform (CCR) Act (California Assembly Bill 403) has determined that TFC shall be provided to those children and youth who meet medical necessity for this service. This program will ensure compliance with this mandate by developing the capacity to provide this service within Foster Family Agencies who provide foster homes to children and youth placed by Alameda County Social Services Agency (SSA), Children and Family Services and the Alameda County Probation Department (ACPD).

In order to comply with CCR Act mandates around implementation of TFC, ACBH conducted a Request for Proposal (RFP) process between September 2018 and February 2019. In 2018, the State Department of Health Care Services released guidelines describing the TFC service model, around which ACBH designed the RFP. TFC services will generate Medi-Cal revenue through Early Periodic Screening, Diagnosis and Treatment (EPSDT), a comprehensive and preventive health program for individuals under the age of 21 with full-scope Medi-Cal.

Your Board's approval of this augmentation will ensure our county is in compliance with the mandate and allow Alternative Family Services to begin delivering TFC service model, including the provision of short-term, intensive, highly coordinated, trauma informed, and individualized treatment to children and youth, up to age 21, who have complex emotional and behavioral needs. These children and youth are placed with trained, intensely supervised, and supported TFC parents working through and under the direction of Alternative Family Services which has the ability to support the TFC model. This builds upon the existing programming by Alternative Family Services to provide mental health services to Alameda County children and youth involved in the foster care system.

Since the number of client referrals is unknown, the SAN contract will allow ACBH to respond in a timely and appropriate manner to the intermittent need for TFC services. The number of clients and level of services vary among the SAN contracts. Therefore, predetermined allocations are not assigned to these SAN contracts. Master Contract No. 000001 is a pool of funds allocated to all 23 SAN providers, including Alternative Family Services.

**SELECTION CRITERIA**

*ACBH released RFP No. 18-07 on September 20, 2018 for Therapeutic Foster Care Services. The RFP was advertised using the General Services Agency (GSA) advertising guideline by posting on the ACBH and GSA websites. In addition, a courtesy email was sent to ACBH's contracted providers and other ACBH contacts via existing email distribution lists. ACBH held two Bidders' Conferences, one on September 27, 2018 and the other on September 28, 2018 with attendance from two agencies.*

*ACBH received two bids for services. An evaluation panel consisting of four subject matter experts from ACBH, ACPD, and SSA was conducted on December 6, 2018. The evaluation panel determined that oral interviews were not necessary. Alternative Family Services was recommended for contract award. The table below summarizes the results of this competitive bidding process and the evaluation panel's recommendation for this contract award.*

<b>Bidder</b>	<b>Certified, Small, Local or Emerging</b>	<b>Score</b>
<b>Alternative Family Services</b>	<b>No</b>	<b>383</b>
<b>A Better Way</b>	<b>Yes</b>	<b>240</b>

*The bidders were notified via email and certified mail of the evaluation panel's recommendation on December 13, 2018. No bid protest was received. Alternative Family Services is a local, non-profit community-based organization and is exempt from requirements under the Small, Local and Emerging Business (SLEB) Program.*

The Honorable Board of Supervisors

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### **FINANCING**

Appropriations for this contract are fully offset by Medi-Cal and 2011 Realignment already included in the ACBH budget. There is no increase in net County cost as a result of your approval.

### **VISION 2026 GOAL**

The provision of Therapeutic Foster Services meets 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/pjs/fh

**SERVICES-AS-NEEDED 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 **Alternative Family Services, Inc.**, a **Non-Profit Corporation**, doing business at **1421 Guerneville, Road, Suite 218, Santa Rosa, CA 95403**, 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(s) A, attached hereto; and

WHEREAS, Contractor is willing to receive funds pursuant to the funding source indicated in Exhibit(s) B; 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 (HIPAA) and its implementing federal regulations, and as specified in Exhibit E; and

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

WHEREAS, Contractor willingly agrees to comply with lobbying restrictions and disclosure certification as referenced in Exhibit G; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by Alameda County 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 **1<sup>st</sup>** day of **May 2019** and ends on the **30<sup>th</sup>** day of **June 2019**. This Agreement shall continue year to year as specified more particularly in Exhibit(s) B 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(s) A**

This Agreement shall be accompanied by Exhibit(s) A, and by this reference made a part hereof, that provides 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(s) A in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit(s) B**

County has agreed to provide funds as described in this Agreement. Unless an amendment to this Agreement otherwise provides, no funds other than those for services described in this Agreement will be used for payment, 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(s) B, attached hereto and by this reference made a part hereof.

Unless it is otherwise provided in Exhibit(s) B to this Agreement, Contractor shall submit invoices no later than 35 days after the last day of the service month. All claims submitted after 45 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 45 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(s) B, 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. 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.

**5. Insurance -- Exhibit C**

Contractor shall maintain in full force and effect, 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.

Attached hereto, marked Exhibits D, E and F, and by this reference made a part hereof, is a true copy of further provisions of this contract, including special conditions and regulations governing the same, and Contractor agrees to comply with all of the provisions thereof.

**6. Audit Requirements -- Exhibit D**

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 the Code of Federal Regulations (CFR), as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

**7. Business Associate Agreement -- Exhibit E**

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.

**8. Debarment and Suspension Certification -- Exhibit F:** (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](http://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>

**9. Lobbying Restrictions and Disclosure Certifications -- Exhibit G**

Contractor shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of the 31, United States Code

**10. Records**

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.

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.

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 or 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 10 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 10



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.

**11. 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 in 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.

**12. 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, novation, or other means) 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.

**13. 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 or omissions, including those of any of Contractor's employees and agents, relating to the services to be provided during the course and scope of this Agreement.

**14. 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(s) A 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 contains any such confidential information.

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

**15. 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 have the right to terminate the Agreement by giving written notice to Contractor of such termination. Such termination shall be effective immediately upon receipt of notice, or on a later date as specified in its notice by County.

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.

**16. 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, save, and hold harmless County 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.

**17. 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.

**18. Personal Property**

Unless otherwise provided in Exhibit(s) B 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.

**19. Service Verification**

On a regular basis, the Mental Health Plan performs service verification to verify with the beneficiary that they actually received the services that were claimed for by the Contractor. Contractor shall notify the Mental Health Plan of any beneficiary change of address per the Mental Health Plan's Policy and Procedure on "Service Verification" which can be accessed through the following link: [http://www.acbhcs.org/providers/QA/docs/qa\\_manual/15-1\\_SERVIC\\_VERIFICAT\\_POLICY.pdf](http://www.acbhcs.org/providers/QA/docs/qa_manual/15-1_SERVIC_VERIFICAT_POLICY.pdf)

**20. Non-Discrimination**

Contractor assures that Contractor 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.

**21. 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 13.

## **22. Drug-free Workplace**

Contractor and Contractor's employees, if any, shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor any of 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.

**23. Modifications to Agreement**

County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit(s) A and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description in Exhibit(s) A and/or B(s) 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 signed by authorized representatives of the parties hereto.

**24. 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 on 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.

**25. 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: Alternative Family Services, Inc.  
1421 Guerneville, Road, Suite 218  
Santa Rosa, CA 95403**

**COUNTY: County of Alameda  
Behavioral Health Care Services  
1900 Embarcadero Cove, Suite 205  
Oakland, CA 94606**

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective and to have been received as

of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or delivery service.

**26. Venue and Choice of Law**

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of Alameda County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, California. This Agreement shall be governed by the laws of the State of California.

**27. Severability**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**28. Entire Agreement**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

**29. Survival**

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Records (Paragraph 7), Audits (Paragraph 8), Indemnification (Paragraph 9), Confidentiality (12), shall survive termination or expiration.

IN WITNESS WHEREOF, by signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement on the date referenced below.

**COUNTY OF ALAMEDA**

**CONTRACTOR**

\_\_\_\_\_  
**James Wagner, MFT, LPCC**  
Deputy Director,  
Behavioral Health Care Services

\_\_\_\_\_  
**Alternative Family Services, Inc.**  
Contractor

\_\_\_\_\_  
**1421 Guerneville, Road, Suite 218**  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Santa Rosa, CA 95403**  
City, State, Zip Code

**Approved as to form:**  
  
Donna R. Ziegler, County Counsel,  
County of Alameda

\_\_\_\_\_  
**94-2427088**  
Federal ID No.

By \_\_\_\_\_  
**Raymond J. Leung**  
Deputy County Counsel

By \_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## EXHIBIT A-1

### COMMUNITY BASED ORGANIZATION SERVICES AS NEEDED CONTRACT Additional Terms and Conditions of Program and Performance

#### **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 BHCS 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 BHCS 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 BHCS Oath of Confidentiality is located online at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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 Behavioral Health Care Services (BHCS) Secure Communications Policy, available online, at: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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 BHCS harmless for any breaches or violations arising from the actions or inactions of Contractor, their staff, and subcontractors. Please see the BHCS HIPAA Breach Reporting Policy for more information, which is available online, at: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).
- F. Contractor shall provide necessary client information to any other service provider within the BHCS 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 BHCS 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 BHCS 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 BHCS Record Storage and Retention Policy and Procedure, available online, at: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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 BHCS 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](http://www.acbhcs.org/providers/QA/qa_manual.htm).

## **III. Patient Rights:**

Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records must comply with all appropriate state and federal requirements.

## **IV. General Supervision:**

Services shall be under the general supervision of the Director of BHCS, 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.

## **V. Enrollment:**

All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

## VI. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to BHCS 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 BHCS with an updated list of key contacts within its organization by March 15 of the fiscal year via the BHCS Provider Contact Information Form. Contractor shall notify BHCS 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 BHCS website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).
- D. BHCS 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.

## VII. Administrative and Program Standards:

- A. Contractor shall cooperate with BHCS in any review and/or audit initiated by BHCS, 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
  - 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 BHCS 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 BHCS-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 BHCS Compliance Officer by June 30. Contractor shall also submit an attestation to the BHCS 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 BHCS 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 BHCS-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. *BHCS Provider Tobacco Policies and Consumer Treatment Protocols* – Contractor shall implement the BHCS Tobacco Policy as written in the policy, available on the BHCS 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 BHCS 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 BHCS 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 BHCS 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).

BHCS policies and procedures for mental health providers are located on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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.

### **VIII. 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.

### **IX. Quality Assurance (QA):**

- A. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights, including, but not limited to, the posting of BHCS' grievance and appeal poster and the BHCS Notice of Privacy Practices.
- B. Contractor shall comply with BHCS's Consumer Grievance and Appeal Policy and Procedures, as set forth in the BHCS QA Manual and such amendments as posted on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).
  - i. Contractor shall direct all BHCS 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 BHCS Consumer Assistance toll-free line at 1-800-779-0787 and ensure that BHCS grievance and appeals material are accessible to consumers without having to make a request.
- C. Contractor shall submit reports per the BHCS Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the BHCS QA Manual, available on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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 BHCS QA Manual.
- E. Contractor shall provide information as requested by BHCS to support required BHCS 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 BHCS Staff Number Request E-Form, Contractor shall notify BHCS 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 BHCS Monthly Staff Change Attestation E-Form on a monthly basis to attest that all staff

changes have been submitted to BHCS as described in BHCS' Office of the Inspector General (OIG) and Other Exclusion List Monitoring, Oversight and Reporting Policy as set forth in the BHCS QA Manual, available on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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 BHCS 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.

**X. 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.

**XI. Program Modification:**

Contractor shall secure the prior written approval of the Director of BHCS, 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 BHCS in writing.

**XII. 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 BHCS 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 BHCS up to and including program termination.

**XIII. 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 BHCS must request and receive prior approval from the BHCS MAA Coordinator prior to discontinuation of MAA activities.

## EXHIBIT A-3

### COMMUNITY BASED ORGANIZATION SERVICES AS NEEDED CONTRACT Addendum for Quality Assurance

Contractor shall be responsible for knowing and implementing the policies contained in Alameda County Behavioral Health Care Services' (BHCS') Quality Assurance (QA) Manual as may be updated from time to time by BHCS. The manual and updates shall be available on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Email communications may be made to notify providers of periodic updates and changes made to the QA Manual. Contractor shall have and maintain a QA Plan that meets the requirements of the BHCS QA Office. This plan shall be available on-site for review by BHCS and include Contractor's policies and procedures on such QA topics as listed below and in the BHCS QA Manual.

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#### **I. Updates:**

Contractor shall be responsible for informing the BHCS QA Office of any changes to Contractor's contact person and/or lead QA contact person and their contact information including email address to receive notices from the BHCS QA Office. Contractor shall regularly verify consumer's contact information and update BHCS records for purposes of service verification as described in the QA Manual.

#### **II. Credentialing:**

Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in BHCS, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and Contractor shall familiarize themselves and comply with the waiver requirements posted in the BHCS QA Manual. BHCS has the right to request Contractor's credential log or records and Contractor's personnel record files to verify Contractor's credentialing process and applicable credentials of staff.

#### **III. Authorization, Utilization Management, Clinical Documentation, and Timeline Standards:**

Contractor shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by Contractor meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services. Contractor shall comply with policies related to the Utilization Management Program of BHCS as set forth in the QA Manual and the Clinical Quality Review Team (CQRT) Manual as may be updated from time to time by BHCS. Contractors shall comply with Clinical Documentation and Timeline Standards, Policy and Procedures as set forth in the QA Manual and as may be amended by notice on the BHCS Provider website. Contractor shall have an internal quality review process that ensures that clinical documentation meets federal, state, and BHCS standards. In particular, Contractors shall reference the following tools within the QA Manual: Clinical Record Documentation Standards, CQRT Form/Regulatory Compliance Sheet, and the CQRT Manual. On an annual basis, Contractor's lead QA staff shall attend the following train-the-trainer training provided by BHCS: Clinical Documentation Training, which includes



CQRT Training. On a regular basis, Contractor shall in turn provide similar trainings to its staff.

**IV. Notice of Adverse Benefit Determination (NOABD) aka Notice of Action (NOA)**

Contractor shall provide beneficiaries with a NOABD under the following circumstances: 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) the reduction, suspension, or termination of a previously authorized service; 3) the failure of Contractor to provide services to consumer per timeliness standards issued by BHCS; 4) the failure to act within the required timeframes for standard resolution of grievances and appeals; and 5) the denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities. The written notice of adverse benefit determination shall meet the requirements of 42 Code of Federal Regulations (CFR) §438.404 and adhere to any BHCS policy on NOABD's.

Contractor shall distribute Medi-Cal Guide to Mental Health Services, aka the Beneficiary Handbook, to each consumer upon initial intake via a DHCS-approved method of distribution to enable clients to understand how to effectively use the mental health services. Contractor shall give the client timely and adequate, written notice of any decision by Contractor to deny service, or to provide a service in an amount, duration, or scope that is less than requested. The written notice of adverse benefit determination shall meet the requirements of 42 CFR §438.404.

**V. Other Applicable Policies:**

All Contractors/Providers shall comply with all other applicable policies and procedures as set forth in the QA Manual and such amendments as posted on the BHCS Provider website.

## **EXHIBIT B**

### TERMS AND CONDITIONS OF PAYMENT

In return for the aforementioned services as set forth in Exhibit A of this agreement, the County agrees to reimburse the Contractor on the following basis:

1. **Total Remuneration**

Remuneration to the Contractor under this agreement shall be known as net reimbursable cost. Contractor understands and acknowledges that this contract is one of a pool of contracts with a not-to-exceed total amount of \$6,230,164. Contractor understands and acknowledges that it is one of a number of contractors receiving payment from the not-to-exceed amount for the same or similar services. The parties agree that the total compensation payable to the pool of Contractors under the pool of contracts designated by County shall not exceed \$6,230,164.

2. **Monthly Invoices/Monthly Reimbursement Claim/Service Report**

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using a BHCS 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 BHSC no later than 35 calendar days after the last day of the service month. BHCS 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 BHCS Fiscal Contract Manager.

Invoice/Claim Attachments

For Negotiated or Provisional Rate Programs: Contractor shall attach the corresponding reports from the BHCS electronic claims system to the monthly invoice/claim.

3. **Basis for Reimbursement During Contract Period**

Contractor shall be reimbursed on the basis of negotiated rate(s) specified in the Exhibit B Attachment: Method and Rate of Reimbursement. County shall determine Contractor's final net reimbursable cost by: (a) multiplying the negotiated rate by the applicable units of service provided; (b) subtracting deductible revenues as defined in State DHCS Letter 84-10 and the Fiscal Year 2013-14 State DHCS Cost Report Instruction Manual; and (c) paying the resultant net amount.

**4. 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 BHCS.

**5. Final Cost Report Requirements**

Contractor acknowledges that it is not possible for County to determine actual units of service and net reimbursable cost until the end of the contract period and/or until an audit of Contractor's books for the contract period covered herein has been completed by both the State and County auditors, or their designees, and also by Federal auditors, or their designees, should any portion of this agreement be provided with Federal funds. To facilitate this final accounting, Contractor shall certify, in a format designated by the County, the units of service and deductible revenues as defined in Paragraph 2 above, and the amount of reimbursement received from County pursuant to this agreement.

**6. Submittal Deadline for Claims & Client Data**

Contractor shall submit monthly claim data to the County by the tenth (10th) calendar day of the month following the month of service. If Contractor provides direct treatment service, Contractor shall submit with the monthly invoice, client data for all Alameda County-funded patients.

Should Contractor fail to meet the above-indicated deadlines, Contractor shall be considered in non-compliance with the contract provisions and County shall withhold payment of Contractor's outstanding claims until such time that County is assured of Contractor's future compliance.

**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
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors and Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>– 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.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	

## 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 **Alternative Family Services, Inc.**, (“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:** Alternative Family Services, Inc.

**By (Signature):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**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:** Alternative Family Services, Inc.

**PRINCIPAL:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## EXHIBIT G

### COMMUNITY BASED ORGANIZATION SERVICES-AS-NEEDED CONTRACT Lobbying Restrictions and Disclosure Certification

Contractor shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of the 31, United States Code.

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#### **I. Certification and Disclosure Requirements**

- A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the one-page form, entitled “Certification Regarding Lobbying,” available on the BHCS website at <http://www.acbhcs.org/providers/network/cbos.htm>) that the recipient has not made, and will not make, any payment prohibited by Paragraph II of this provision.
- B. Each recipient shall file a disclosure (in the one-page form, entitled “Disclosure of Lobbying Activities,” available on the BHCS website at <http://www.acbhcs.org/providers/network/cbos.htm>) if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph II of this provision if paid for with appropriated funds.
- C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph I.B. herein. An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- D. Each person (or recipient) who requests or receives from a person referred to in Paragraph I.A. of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- E. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph I.A. of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

#### **II. Prohibition**

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of



Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**

**State of California  
Department of Health Care Services  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Alternative Family Services, Inc.**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

**MC No. 000001/PC No. 18010**

\_\_\_\_\_  
Contract/Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**EXHIBIT O**

COUNTY OF ALAMEDA  
THE IRAN CONTRACTING ACT (ICA) OF 2010  
(For Procurements of \$1,000,000 or more)

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:** Alternative Family Services, Inc.

**PRINCIPAL:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_