December 16, 2015

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

Dear Board Members:

SUBJECT: APPROVE A THIRD AMENDMENT TO THE STANDARD SERVICE AGREEMENT WITH SOUTHERN ALAMEDA COUNTY COMITE FOR RAZA MENTAL HEALTH DBA LA FAMILIA COUNSELING SERVICE UTILIZING MEASURE A FUNDS AND RELATED BUDGET ADJUSTMENTS

RECOMMENDATIONS

A. Approve the Third Amendment to the Standard Services Agreement (Procurement Contract No. 9500) with Southern Alameda County Comite for Raza Mental Health DBA La Familia Counseling Service (Principal: Aaron Ortiz; Location: Hayward) to expand behavioral health services to students and families in the Eden Area in Hayward, with no change on the contract period of 7/1/13 to 6/30/16, increasing the contract amount from $568,060 to $828,802 (an increase of $260,742), utilizing Measure A Discretionary Health Care Services funds ($50,000) from District 2, Measure A base allocation for Youth and Family Opportunities program ($160,742); and Mental Health Services Act (MHSA) funds ($50,000); and

B. Approve associated budget adjustments

DISCUSSION/SUMMARY

Health Care Services Agency requests your Board to approve the Third Amendment with La Familia Counseling Service (La Familia) to support the expansion of behavioral health services in Hayward. The original three-year Standard Services Agreement with La Familia was approved by your Board on 9/17/2013. The First Amendment and the Second Amendment were approved on 4/22/14 and 2/10/15 respectively by your Board for providing short-term mental health services at the Glad Tidings Church campus in Fiscal Years 2013-2014 and 2014-15.

Under this Third Amendment, the contract will continue to provide behavioral health services to students and families from the Glad Tidings Church campus in the Hayward Eden Area in Fiscal Year 2015-2016. The contractor will provide short-term, solution-oriented mental health services such as intake, assessment, treatment planning, treatment and consultation to 300 clients, in addition to providing referrals to 600 clients for housing, food, medical, behavioral health, and social services.

This contract amendment also provides funding for a 0.5 FTE Parent Ambassador Coordinator to facilitate training and recruitment of 30 Parent Ambassadors under the Hayward Unified School District (HUSD) Parent Ambassador Program. The Parent Ambassador will conduct outreach to at least 2,000 HUSD parents and guardian and support parent engagement and health access activities across the school district.
BACKGROUND

The Youth and Family Opportunity Program works through the provider network to strengthen the place-based community hubs and provide children and families with one-stop, wrap-around services that include medical, behavioral health, dental, early intervention and prevention services, youth development, career development, training, family engagement, and community outreach.

On June 26, 2015, your Board adopted the Fiscal Year 2015-2016 Final Budget, which included the Measure A budget and an allocation of $150,000 per Supervisor for the Board district health care services discretionary account to address the myriad of critical health care needs that require immediate attention during the course of each fiscal year. The Health Care Services Agency works directly with each Supervisory Office to ensure that all selected programs comply with the Measure A ordinance and are approved by the full Board.

SELECTION CRITERIA

La Familia Counseling Service was selected through a public hearing process held on 1/24/2011 in the Board of Supervisors' Board Chambers at 1221 Oak St., Oakland, CA 94612. The selection process included reviewing a recommendation for funding allocation submitted by Health Care Services Agency, a public hearing on 1/24/11, and Board approval on 4/12/2011. Measure A funding allocation and providers that included La Familia were approved by the Board of Supervisors on April 12, 2011, reauthorized on November 6, 2012 and December 8, 2015.

La Familia Counseling Service is a non-profit organization providing direct services to Alameda County residents and is exempt from the Small, Local and Emerging Business (SLEB) Program requirements.

FINANCING

Financing for the Third Amendment ($260,742) is provided by a combination of Measure A Funds and the Mental Health Services Act (MHSA) funds. The Measure A funds ($50,000 from District 2 and $160,742 from Youth and Family Opportunities) are included in the 2015-2016 Final Budget. The remaining $50,000 will come from Mental Health Services Act (MHSA) funds that will be transferred from Behavioral Health Care Services to Administration and Indigent Health by year end. Approval of these recommendations will have no impact on net County cost.

Sincerely,

Rebecca Gebhart, Acting Director
Health Care Services Agency
THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made by the County of Alameda ("County") and Southern Alameda County Comite for Raza Mental Health, d/b/a La Familia Counseling Service, ("Contractor") with respect to that certain agreement entered by them on September 24, 2013 (referred to herein as the "Agreement") pursuant to which Contractor provides Youth and Family Opportunity (YFO) Program Development services to County.

County and Contractor agrees as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
   - Increase the amount by $260,742, bringing the total contract amount to $828,802
   - Exhibit A3, Additional Services, is added to Exhibits A, A-1 and A2, Additional Scopes of Services, and is hereby incorporated into this Agreement by this reference.
   - Exhibit B3, Additional Payment Terms, is added to Exhibits B-B2 Additional Payment Terms, and is hereby incorporated into this Agreement by this reference.

2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County ("Effective Date").

3. The term of the Agreement is currently scheduled to expire on June 30, 2016.

4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed Two Hundred Sixty Thousand Seven Hundred Forty-Two U.S. Dollars ($260,742). As a result of these additional services the not to exceed amount has increased from to Five Hundred Sixty-Eight Thousand Sixty U.S. Dollars ($568,060) to Eight Hundred Twenty-Eight Thousand Eight Hundred Two U.S. Dollars ($828,802) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement shall be deleted in its entirety and replaced with the following language:

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or
suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibits B, B1, and B2 hereto, provided that the maximum amount payable to Contractor for its Youth and Family Opportunity (YFO) Program Development Services shall not exceed Eight Hundred Twenty-Eight Thousand Eight Hundred Two U.S. Dollars ($828,802) only payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County’s Small and Emerging Local Business provisions, including but not limited to:

a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.
RFP No. _____, Master Contract No_______, Procurement Contract No. 9500

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

7. DEBARMENT AND SUSPENSION CERTIFICATION:

   a. By signing this First Amendment and Exhibit D, 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) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

   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 voluntary 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.

8. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

9. [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ________________________________
Signature

Name: Scott Haggerty
(Printed)
Title: President of the Board of Supervisors
Date: __5/14__________________

SOUTHERN ALAMEDA COUNTY COMITEE
FOR RAZA MENTAL HEALTH, D/B/A LA
FAMILIA COUNSELING SERVICES

By: ________________________________
Signature

Name: Aaron Ortiz
(Printed)
Title: Executive Director
Date: __12/4/15__________________

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

By: ________________________________
Signature

Raymond Lara
Senior Deputy County Counsel

By signing above, 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.
CONTRACTOR: Southern Alameda County Comite for Raza Mental Health, d/b/a La Familia Counseling Services

CONTRACT PERIOD: July 1, 2013 to June 30, 2016

ORIGINAL CONTRACT AMOUNT: $450,000

FIRST AMENDMENT AMOUNT: $462,000 (An increase of $12,000)

SECOND AMENDMENT AMOUNT: $568,060 (An increase of $106,060)

SECOND AMENDMENT PERIOD: July 1, 2013 to June 30, 2016 (No change)

THIRD AMENDMENT AMOUNT: $828,802 (An increase of $260,742)

I. Program Name

Youth and Family Opportunity Program

II. Contracted Services

La Familia Counseling Service, “Contractor” shall ensure that funds are used to increase access to health and wellness services for low-income and uninsured children and their families in Alameda County through the provision of prevention services.

III. Contract Term

- The term of the contract is for three years: July 1, 2013 through June 30, 2016
- The terms of the contact are based on satisfactory performance and reporting, and subject to an annual review to continue funding each fiscal year.
- Funds will be encumbered and allocated on an annual basis,

IV. Program Information and Requirements

A. Program Definitions

La Familia Counseling Service, “Contractor” shall provide the Center for Healthy Schools and Communities, Alameda County Health Care Services Agency health and wellness services for the “Youth & Family Opportunity Initiatives” (YFO) in Mid-County/Eden Area.

B. Program Goals, Results Framework, Priority Actions & Evaluation

The Youth and Family Opportunity (YFO) initiative is a county-wide health and wellness prevention program designed to expand services and strengthen the
linkage between community-based organizations providing health and wellness services and their local schools.

The overall goal of the YFO initiative is to align services and supports so that healthy kids graduate from high school, college and career ready.

As a Measure A funded program, the priority actions of Contractor is to increase access to health and wellness services for low-income underserved and uninsured youth and families by:

1. Providing youth and/or their families with physical, social and emotional supports to increase access to health services.

2. Providing families health linkage and support services so that families can be supported and supportive of youth.

C. Target Population

Contractor shall provide services to the following populations:

1. Referral/Engagement between your program and school(s) and/or school district in your region:

La Familia has over 20 years of history providing referral engagement services within Hayward Unified School District. This relationship has enabled the program to receive referrals from HUSD Child Welfare and Attendance Department. HUSD Child Welfare and Attendance Department reaches out to parents of children who are identified as truant due to their excessive unexcused school absence. The students supported by these efforts are children and their families who are experiencing a multitude of challenges that place the child at distinct disadvantage academically, emotionally and socially.

During the 2015-2016 school year, La Familia’s community service staff will engage children and families in 3 major corridors in Hayward.

The Tennyson Corridor enabled La Familia to support the following HUSD school sites:

- Lorin Eden Elementary School
- Tyrrell Elementary School
- Ruus Elementary School
- Bowman Elementary School
- Community Day School
The A St Corridor enabled La Familia to support the following HUSD school sites:

- Burbank Elementary School
- Longwood Elementary School

The Jackson Triangle enabled La Familia to support the following HUSD school sites:

- Hayward High School
- Tennyson High School
- Harder Elementary School
- Winton Elementary School

These three corridors because of their proximity to multiple low-income communities that are directly connected to more than one of the schools listed above. This strategy enabled La Familia to expand prevention services, increasing access to health and wellness services for low-income underserved and uninsured youth and families in these corridors. La Familia will allocate staffing resources to effectively engage clients at the schools listed above while providing service to community members attending La Familia’s Youth and Family Opportunity Programs.

2. Program Eligibility:

This program will be implemented in the Hayward/Eden Area. The target population will be low-income underserved and uninsured youth and families. At least 82% of La Familia’s clients identified themselves as Latino. The majority of those served are monolingual, with Spanish being their primary and only language they speak. The remaining 18% of the population served identifies themselves as being other than Latino; this group is very diverse in ethnicity and age range.

3. Limitations of Service:

The focus of La Familia’s efforts is to reach out and support low-income children and family residents of Hayward and the Eden Area. La Familia will limit provision of services to current residents in Hayward and the Eden Area. The western part of the unincorporated areas of Alameda County is known as the Eden Area. This encompasses Ashland, Castro Valley, Cherryland, Fairview and San Lorenzo.
D. Program Description and Requirements

1. Program Description:

La Familia Counseling Service is providing youth and/or their families with physical, social and emotional supports to increase access to health services. The present contract augmentation is to support La Familia Counseling Service to expand mental health services at the Eden Area in Hayward during Fiscal Year 2015-2016. La Familia Counseling Service will also implement with Hayward Unified School District (HUSD) a Parent Ambassador Program to increase capacity to outreach, refer and link youth and their families in HUSD to health services.

2. When and how often do you serve consumers:

The Youth and Family Opportunity Program operates Monday through Friday from 9 am- 5 pm. Understanding that every client is as unique as their needs, La Familia tries to provide assistance during normal operation hours. La Familia also serves clients via our school partners at health fairs and open houses by coordinating and implementing outreach efforts and informative workshops.

3. Service Delivery Sites

Contractor shall provide services at the following locations:

<table>
<thead>
<tr>
<th>Name and address of service location(s)</th>
<th>Name of School(s) Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Familia Neighborhood Resource Center 22366 Fuller Avenue Hayward CA 94541</td>
<td>Burbank Elementary School 353 B Street Hayward, CA 94541</td>
</tr>
<tr>
<td></td>
<td>Longwood Elementary School 850 Longwood Avenue Hayward, CA 94541</td>
</tr>
<tr>
<td>Glad Tidings Church campus.</td>
<td>27689 Tyrrell Ave, Hayward, CA 94544</td>
</tr>
</tbody>
</table>

4. Minimum Staffing Qualifications:

Contractor shall have and maintain current job descriptions on file for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions specify the minimum qualifications for services to be performed and shall meet the approval of the
Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

V. Contract Deliverables

Contractor shall provide services as set forth in the Strategy column and provide reports as set forth in the Measurement Outcomes column.

A. Glad Tidings Church campus

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
<th>Measurable Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Mental Health Specialist will provide behavioral health services: one to one consultations and referrals to the population in the Hayward Eden Area at Glad Tidings Church campus. Service will include short-term solution-oriented mental health treatment (intake, assessment, treatment planning, treatment and consultation) and linkage to health and social services.</td>
<td>7/1/2015-6/30/2016</td>
<td>Staff will provide services to 300 clients this fiscal year, with the retention rate being half (150). Half of the clients who were serviced will return for continual resources at site.</td>
</tr>
<tr>
<td>2. Mental Health Specialist and Family Advocate shall conduct information and referrals to basic needs &amp; services: housing; food; medical, behavioral wellness &amp; onsite workshops at community venues, such as: church, schools, and other local community based organizations.</td>
<td>7/1/2015-6/30/2016</td>
<td>Staff will outreach to 600 clients this year.</td>
</tr>
</tbody>
</table>
B. HAYWARD UNIFIED SCHOOL DISTRICT (HUSD) PARENT AMBASSADOR PROGRAM

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
<th>Measurable Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. La Familia will hire a 0.5 FTE Parent Ambassador Coordinator to facilitate training based on the Promotora curriculum with HUSD specific topics such as leadership, outreach, youth development, and family strengthening with focus on health access.</td>
<td>January 2016</td>
<td>30 Parent Ambassadors will be trained from each of the participating HUSD school sites. (K-12 sites) and at least 80% of the Ambassadors will provide service in FY 15-16. Lead Parent Ambassadors will have a cluster of six school sites each.</td>
</tr>
<tr>
<td>2. Coordinator will participate with HUSD Parent Engagement Coordinator in selection of five lead Parent Ambassadors who will support a cluster of school sites and their peer Ambassadors. (Leads will be recruited from the pool of the 30 Parent Ambassadors)</td>
<td>November 2015</td>
<td>Parent Ambassador program will have a multi-tiered infrastructure which will provide additional support and resources to Ambassadors.</td>
</tr>
<tr>
<td>3. Coordinator will meet with Lead Ambassadors twice per month at their assigned school sites for progress updates on activities in their clusters, collecting data from their sites, ongoing coaching and development in their roles.</td>
<td>September – June (School year months)</td>
<td>30 Ambassadors will conduct health outreach to at least 2,000 HUSD parents and guardians overall within one school year.</td>
</tr>
<tr>
<td>4. Parent Ambassadors will be in charge of outreach and recruitment to families for participation in school site events, educational workshops, and leadership activities focusing on health access. They will attend parent meetings and promote HUSD parent engagement health access programs.</td>
<td>September – June (School year months)</td>
<td>30 Ambassadors will support 60 school site parent engagement health access activities across the district within one school year. At least 1800 parents/guardians will be in attendance.</td>
</tr>
<tr>
<td>5. Parent Ambassadors will coordinate and/or partner with on-site parent outreach staff (if applicable), and</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CBO's to promote and implement school site events, educational workshops, and leadership activities on health access.

6. Parent Ambassadors will plan and lead a summer health-focused parent leadership symposium. The symposium will be given to the Ambassador cohort as a collaborative project.

<table>
<thead>
<tr>
<th>September – June (School year months)</th>
<th>100 HUSD parents/guardians will attend the leadership symposium.</th>
</tr>
</thead>
<tbody>
<tr>
<td>June (Symposium)</td>
<td></td>
</tr>
</tbody>
</table>

## VI. Contract Requirements

### A. Sustainability Plan:

1. By 1/1/16, Contractor shall submit a Sustainability Plan that includes: target fund raising amount, fund raising strategies, planned activities, and evaluation method.

2. Contractor shall provide updates on the implementation of the Sustainability Plan in the quarter reports.


### B. Administrative Services

1. Between July 1, 2015 and June 30, 2016 Contractor will participate in meetings and trainings to support Alameda County's network of the Center for Healthy Schools & Communities by working in partnership with a collaborative of public systems, including HCSA, other county agencies, school districts, schools, cities, community organizations, families and youth, to build an integrated and seamless service system.

2. By April 2016, Contractor will meet with the Center for Healthy Schools & Communities staff to review and update the Scope of Work and reporting requirements.
VII. Reporting and Evaluation Requirements

A. Reporting Requirements

Between July 1, 2015 and June 30, 2016, Contractor will fully cooperate with the Center for Healthy Schools & Communities Evaluators and participate in the process and outcomes evaluation.

B. Each Youth and Family Opportunity Initiative may implement one of more of the following evaluation tools depending on service provided:

1. CANS Assessment
2. Family Strengthening Assessment
3. Client Satisfaction Survey

C. Contractor shall provide the Center for Healthy Schools & Communities Evaluators with electronic copies of the quarterly reports for the preceding three months utilizing the Quarterly Report template according to the following schedule:

<table>
<thead>
<tr>
<th>Name of the Report</th>
<th>Due Date</th>
<th>Covered Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 Progress Report</td>
<td>October 15, 2015</td>
<td>July 1, 2015 through September 30, 2015</td>
</tr>
<tr>
<td>Quarter 2 Progress Report Sustainability Plan</td>
<td>January 15, 2016</td>
<td>October 1, 2015 through December 31, 2015</td>
</tr>
<tr>
<td>Quarter 3 Progress Report Budget for Fiscal Year 2016-17</td>
<td>April 15, 2016</td>
<td>January 1, 2016 through March 31, 2016</td>
</tr>
</tbody>
</table>
| Final Report       | July 15, 2016 | A) for the period covering April 1, 2016 through June 30, 2016  
|                    |              | B) Summary for 7/1/15 to 6/30/16                     |

If reporting requirements cannot be met by above deadlines, Contractor shall immediately contact the Center for Healthy Schools & Communities (CHSC) and Evaluators with the reason for delay and the estimated date for report completion. It is within the discretion of CHSC to extend any due date. Lack of notification or failure to meet a deadline will result in fund reduction. Contractor shall include
hardcopies of the quarterly report and data reports with each invoice in order to receive payment.

Alameda County reserves the rights to request additional information from the contractor.

D. Measure A Contract Reporting Requirements

Contractor shall provide needed information required by Center for Healthy Schools and Communities for the purpose of preparing a Measure A Fiscal Year Report when requested.

The Measure A Oversight Committee annually reviews Measure expenditures for each fiscal year and report to the Board of Supervisors on the conformity of such expenditures to the purposes set forth in the Measure. The Fiscal Year Report shall provide budget and narrative details in support of the Measure A Oversight Committee’s role.

To raise awareness of the purpose and importance of Measure A funding and to demonstrate transparency, accountability, and good governance of public funds, every funded organization is encouraged to provide education about this fact in appropriate and publicly accessible areas in their agency.

VIII. Quality Assurance & Monitoring Requirements

A. Alameda County representatives may perform site visits to directly observe operations at any contractor with 48-hour notification. In the performance of site visits, County representatives 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 and will not interfere with patient care.

B. The scope of review may include, but is not limited to: availability and accessibility of care; waiting time for appointments and services; review of third-party billing and reimbursement; and utilization review.

C. All medical records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as required for public health related conditions and as provided under HIPAA exclusion.
D. All business records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as a part of the administrative monitoring and evaluation.

E. County representatives will maintain the confidentiality of any patient records or protected health information made available to them pursuant to this Exhibit A in accordance with all applicable state and federal statutes and regulations relating to confidentiality.

IX. Additional Requirements

B. Certification/Licensure/Confidentiality/Communication

1. Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.

2. Contractor shall notify The Center for Healthy Schools & Communities staff immediately by telephone and in writing within five days, when there is a change in the license and/or certification of any program, service, department, or facility providing services under this Exhibit A.

3. Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to the Health Insurance Portability and Accountability Act when applicable.

4. Communication and coordination are key to successful fund development. In the event that the YFO, its sponsor or provider partners seek the same grants/funding as The Center for Healthy Schools & Communities (CHSC), the YFO will notify the SHSC staff in writing.

5. Communication is vital in our collective work with schools. In matters related to schools, Contractor and The Center for Healthy Schools & Community staff shall notify and inform each other about communication with school board, district and school site staff.

6. Contractor shall provide additional agreed upon services as other funding emerges.
II. Terms and Conditions of Payment

A. The term of the contract is three years: July 1, 2013 – September 30, 2016 and funds will be encumbered and allocated on an annual basis.

B. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement including all Amendments shall not exceed $808,802. Funds shall be used solely in support of the Youth and Family Opportunity Initiative operational budget. Funds may not be used for any purpose other than those specified in Exhibit A3 of this Third Amendment without prior written approval from Center for Healthy Schools & Communities staff.

2. Contractor shall invoice County quarterly for actual expenses incurred, not exceeding $65,185.50 per quarter for the services provided under this Third Amendment. The total amount of reimbursement under the terms of this Third Amendment is $260,742.00. The fourth quarter invoice for each fiscal year shall reflect actual expenses incurred, not exceeding the remaining balance for that fiscal year. A Quarterly Report shall be submitted with the invoice in order to avoid delay of payment.

3. County shall process invoice submitted for reimbursement by contractor within forty-five (45) days of receipt of invoice, submission of acceptable quarterly reports and evaluation reports as defined in Exhibit A of this Agreement.

4. Contractor shall provide an updated budget by April 1, 2016 for the following fiscal year.

III. Invoicing Procedures

Contractor shall invoice County quarterly. Invoice, with an original signature, must be accompanied by required quarterly report. Invoice should be sent to:

Attn: Lisa Warhuus/Connie Yale
Center for Healthy Schools & Communities/
Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
## I. Budget [7/1/15 to 6/30/16]

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Costs</th>
<th>FTE</th>
<th>YFO Funding '15-'16</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Director</td>
<td>$ 110,700</td>
<td>0.75</td>
<td>$ 36,900</td>
</tr>
<tr>
<td>Family Advocates</td>
<td>$ 113,000</td>
<td>1.50</td>
<td>$ 48,614</td>
</tr>
<tr>
<td>Youth Educator</td>
<td>$ 46,098</td>
<td>0.50</td>
<td>-</td>
</tr>
<tr>
<td>Mental Health Specialist</td>
<td>$ 37,500</td>
<td>0.75</td>
<td>$ 37,500</td>
</tr>
<tr>
<td>Parent Ambassador Coordinator</td>
<td>$ 43,600</td>
<td>0.50</td>
<td>$ 21,800</td>
</tr>
<tr>
<td>Data Admin</td>
<td>$ 8,000</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Personnel</strong></td>
<td>$ 358,898</td>
<td></td>
<td>$ 144,814</td>
</tr>
<tr>
<td>Benefits @ 30 %</td>
<td>$ 107,669</td>
<td></td>
<td>$ 43,444.05</td>
</tr>
<tr>
<td><strong>Total Personnel</strong></td>
<td>$ 466,567</td>
<td></td>
<td>$ 188,258</td>
</tr>
<tr>
<td><strong>Operations (Non-Personnel)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Rent</td>
<td>$ 36,000</td>
<td></td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Repairs and Maintenance</td>
<td>$ 17,400</td>
<td></td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ 13,790</td>
<td></td>
<td>$ 3,490</td>
</tr>
<tr>
<td>Supplies</td>
<td>$ 17,100</td>
<td></td>
<td>$ 6,000</td>
</tr>
<tr>
<td>Training &amp; Outreach</td>
<td>$ 8,075</td>
<td></td>
<td>$ 2,400</td>
</tr>
<tr>
<td>Insurance</td>
<td>$ 6,400</td>
<td></td>
<td>$ 1,200</td>
</tr>
<tr>
<td>Telephone &amp; Communications</td>
<td>$ 11,628</td>
<td></td>
<td>$ 5,876</td>
</tr>
<tr>
<td>Travel &amp; Mileage</td>
<td>$ 7,328</td>
<td></td>
<td>$ 2,348</td>
</tr>
<tr>
<td>Stipends (Ambassadors Leads)</td>
<td>$ 5,000</td>
<td></td>
<td>$ 5,000</td>
</tr>
<tr>
<td>IT Services- Contract Services</td>
<td>$ 2,250</td>
<td></td>
<td>$ 2,250</td>
</tr>
<tr>
<td>Equipment Lease/Maintenance</td>
<td>$ 2,250</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Operations</strong></td>
<td>$ 124,971</td>
<td></td>
<td>$ 45,814</td>
</tr>
<tr>
<td><strong>Indirect Costs @ __% (Maximum 11.4%)</strong></td>
<td>$ 72,962</td>
<td></td>
<td>26,671</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$ 664,500</td>
<td></td>
<td>$ 260,742</td>
</tr>
</tbody>
</table>
EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVARIANCES</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>B Commercial or Business Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>C Workers' Compensation (WC) and Employers Liability (EL)</td>
<td></td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease</td>
</tr>
</tbody>
</table>

D Endorsements and Conditions:

1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 01 04 13.

2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.

4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 01 04 13.

6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.

8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.
CERTIFICATE OF LIABILITY INSURANCE

10/20/2015

10/28/2015

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not appraochactively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER
Snapp & Associates Insurance Services, Inc.
438 Camino del Rio So. #112
San Diego, CA 92108
Paul R. Lopez

INSURED
La Familia Counseling Services
26081 Macine Ave
Hayward, CA 94544

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>MAC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philadelphia Indemnity Ins, Co</td>
<td>35076</td>
</tr>
<tr>
<td>State Compansation Ins Fund</td>
<td></td>
</tr>
<tr>
<td>Scottsdale Ins, Co</td>
<td></td>
</tr>
<tr>
<td>Lloyds of London</td>
<td>10736</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED (EACH OCCUR)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>X</td>
<td>PHPK1378127</td>
<td>08/10/2015</td>
<td>08/10/2016</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPO/AGG</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Emp Dish</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>PHPK1378127</td>
<td>08/10/2015</td>
<td>08/10/2016</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Endorsement Schedule, If more space is required)

Re: Operations of the named insured subject to the terms and conditions of the policy. County of Alameda, its Board of supervisors, the individual members thereof, all County officers, agents, employees & representatives are named as additional insured. 30 days notice of cancellation, 10 days notice of cancellation in the event of nonpayment of premium.

CANCELLATION

ALAMED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
POLICY NUMBER: PHPK1378127

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
County of Alameda
See Manuscript Endorsement

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   1. In the performance of your ongoing operations;
   or
   2. In connection with your premises owned by or rented to you.

However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement; or
   2. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG2026-Additional Insured- Designated Person or Organization

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.
1900 Embarcadero, Suite 205
Oakland CA 94606-5235

All other terms and conditions of this Policy remain unchanged.
EXHIBIT D

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, 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.

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 Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Southern Alameda County Comite for Raza Mental Health, d/b/a La Familia Counseling Services

PRINCIPAL: Aaron Ortiz

TITLE: Executive Director

SIGNATURE: __________________________ DATE: 12/7/15
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") Southern Alameda County Comite for Raza Mental Health, d/b/a La Familia Counseling Services, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-192 ("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 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.


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
mitigation, 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
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.

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: Southern Alameda County Comite for Raza Mental Health, d/b/a La Familia Counseling Services

By (Signature): [Signature]

Print Name: Aaron Ortiz

Title: Executive Director
Exhibit F

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.
AGENDA DATE: 1/5/2016
BOARD LETTER SUBJECT: Approve the Third Amendment with La Familia
BUDGET YEAR: 2016 FUND: 10000

The use of Designations, as follows:

<table>
<thead>
<tr>
<th>NAME OF DESIGNATION</th>
<th>ORG</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>350100</td>
<td>660011</td>
<td>00000</td>
<td>MHSA(BHSC)</td>
<td>50,000</td>
</tr>
</tbody>
</table>

| ORG TOTAL | $50,000 |

The increase (decrease) in appropriations, as follows:

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>350100</td>
<td>610000</td>
<td>00000</td>
<td></td>
<td>$50,000</td>
</tr>
</tbody>
</table>

| ORG TOTAL | $50,000 |

| ORG TOTAL | $0 |

GRAND TOTAL ANTICIPATED REVENUE $50,000

GRAND TOTAL APPROPRIATION $50,000
The increase (decrease) in anticipated revenue, as follows:

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>350100</td>
<td>660011</td>
<td>00000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

ORG TOTAL $50,000

GRAND TOTAL ANTICIPATED REVENUE $50,000

The increase (decrease) in appropriations, as follows:

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>350100</td>
<td>610000</td>
<td>00000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

ORG TOTAL $50,000

GRAND TOTAL APPROPRIATION $50,000
THE FOREGOING was PASSED and ADOPTED by a majority vote of the Alameda County Board of Supervisors this 5th day of, January, 2016, to wit:

AYES: Supervisors Valle, Miley, Carson & Vice President Chan – 4

NOES: None

EXCUSED: President Haggerty - 1

PRESIDENT, BOARD OF SUPERVISORS

File: 29727
Agenda No: 10
Document No: R-2016-8F

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: Deputy