December 16, 2015

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

Dear Board Members:

SUBJECT: APPROVE THE SECOND AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH BRIGHT RESEARCH GROUP

RECOMMENDATION

Approve the Second Amendment to the Standard Services Agreement (Procurement Contract No. 10190) with Bright Research Group (Principal: Brightstar Ohlson; Location: Oakland) to provide additional technical assistance and evaluation services to the Connecting Kids to Coverage Schools Initiative in Fiscal Year 2015-2016, extending the contract period from 4/1/14 to 12/31/15 to a new end date of 12/31/16 (an extension of twelve months), and increasing the contract amount from $140,855 to $227,185 (an increase of $86,330)

DISCUSSION/ SUMMARY

Your Board is requested to approve the Second Amendment with Bright Research Group to provide additional evaluation services and technical assistance to the Connecting Kids to Coverage Schools (CKC) Initiative in Fiscal Year 2015-2016. Under the Second Amendment, through process review, training, and data analysis, the contractor would continue to build the capacity of CKC partners to use project data to improve the effectiveness of community outreach and enhance their abilities to collect, interpret and apply consumer data. The contractor would also conduct a research and produce a report on family resource center best practices to inform the ongoing development of the model for the Connecting Kids to Coverage School Initiative.

To date, the contractor has completed the deliverables under the Standard Services Agreement and the First Amendment. In collaboration with Alameda County Health Care Services Agency, Social Services Agency, school districts, and other community-based organization partners, the contractor has identified the emerging best practices for the Initiative’s school district-based model for health coverage and public benefits outreach, enrollment, and retention services. The contractor has also
The Honorable Board of Supervisors  
December 16, 2015  
Page 2 of 2

provided technical assistance that included intake process review and modification, development of a new evaluation data system, project outcomes analysis and strategic consultation.

BACKGROUND

The Connecting Kids to Coverage Schools Initiative (formerly called the “Health Coverage and Public Benefits Enrollment Projects”) represent the collaboration between the Social Services Agency (SSA) and the Health Care Services Agency (HCSA) to increase the number of eligible children and families enrolled and retained in health coverage and public benefits. Since 2013, the Initiative has piloted a school district-based strategy in three school districts: Oakland Unified School District, Hayward Unified School District and San Leandro Unified School District.

The Standard Services Agreement with Bright Research Group was approved by your Board on 5/27/2014, followed by the First Amendment approved on 12/2/2014.

SELECTION/Criteria PROCESS

Bright Research Group was selected through a competitive bidding/Request for Proposal (RFP) selection process. Health Care Services Agency published an RFP on January 14, 2014. Bright Research Group received the highest score out of the two proposals received and was chosen by the County Selection Committee to be the consultant for the Health Coverage and Public Benefits Enrollment Projects.

Bright Research Group is a Certified Emerging Business (Certificate No. 13-00098; Exp. Date: 7/31/2016) in the Small, Local and Emerging Business Program.

FINANCING

The funding for this Amendment ($86,330) comes from Tobacco Master Settlement Fund and Measure A Fund. $25,000 of which is provided by one-time Measure A Fund approved by your Board on 11/3/15. $61,330 is provided by Tobacco Master Settlement Fund and is included in the 2015-16 adopted budgets. Approval of the recommendation will have no impact on net County costs.

Sincerely,

[Signature]

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

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Bright Research Group, Inc. ("Contractor") with respect to that certain agreement entered by them on May 27th, 2014 and that certain First Amendment to Contract, (collectively referred to herein as the "Agreement") pursuant to which Contractor provides Connecting Kids to Coverage (CKC) Health Coverage and Benefits Enrollment projects evaluation services to County.

County and Contractor agree 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 $86,330.00, bringing the total contract amount to $227,185.00.
   - Exhibit A2, Additional Services, is added to the original Exhibits A, Scope of Services and A1, Additional Definition of Services, and is hereby incorporated into this Agreement by this reference.
   - Exhibit B2, Additional Payment Terms, is added to the original Exhibit B, Payment Terms, and B1, Additional Payment Terms, and is hereby incorporated into this Agreement by this reference.

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

3. The term of the Agreement is currently scheduled to expire on December 31, 2015. As of the Effective Date, the term of the Agreement is extended through
December 31, 2016.

4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Eighty Six Thousand Three Hundred Thirty dollars ($86,330.00). As a result of these additional services the not to exceed amount has increased from One Hundred Forty Thousand Eight Hundred Fifty-Five dollars ($140,855.00) to Two Hundred Twenty-Seven Thousand One Hundred and Eighty Five dollars ($227,185.00) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been replaced in entirety as follows:

TERMINATION: 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 Connecting Kids to Coverage (CKC) Health Coverage and Benefits Enrollment projects evaluation Services shall not exceed $224,385.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. An Exhibit A-2, Additional Definition of Services, is attached to this Amendment.

7. An Exhibit B-2, Additional Payment Terms, is attached to this Amendment.

8. DEBARMENT AND SUSPENSION CERTIFICATION:

a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not

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.

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

[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 Haggarty

SCOTT HAGGERTY

(Printed)

Title: President of the Board of Supervisors

Date: 1/5/16

BRIGHT RESEARCH GROUP

By: ________________________________
    Signature

Name: Brightstar Ohlson

Title: Principal/CEO

Date: 12/17/15

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

By: ________________________________
    Signature

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

Raymond Lara
Senior Deputy County Counsel

Page 4 of 4
Exhibit A-2
Additional Definition of Services
Bright Research Group

CONTRACTOR: Bright Research Group
ORIGINAL CONTRACT PERIOD: April 1, 2014 - June 30, 2015
ORIGINAL CONTRACT AMOUNT: $99,505

1ST AMMENDMENT PERIOD: November 1, 2014 to December 31, 2015
1ST AMMENDMENT AMOUNT: $140,855 (an increase of $41,350)

2ND AMMENDMENT PERIOD: April 1, 2014 – December 31, 2016
2ND AMMENDMENT AMOUNT: $227,185 (an increase of $86,330)

I. Background for Contracted Services

Since 4/1/2014, Bright Research Group has been working with the Center for Healthy Schools and Communities (CHSC) to design and perform an evaluation of its three health coverage and public benefits enrollment projects in the Oakland, Hayward, and San Leandro Unified School Districts. These projects are known together as the “Alameda County Connecting Kids to Coverage Schools Initiative.” As the project evaluator, Bright Research Group has lead the evaluation of the Initiative during its initial two year pilot; activities have included providing technical assistance to each project to improve data collection methods, including new data collection system, collecting and analyzing project data, and producing best practice reports on the Initiative.

Alameda County will continue to provide funding and program development support to the Connecting Kids to Coverage Schools Initiative during the 2015-16 school year, and this contract amendment will provide funding for Bright Research to continue its evaluation of the projects in the 2015-16 school year, and provide additional technical assistance to CHSC and project partners to help codify ongoing data collection, interpretation, and learning processes that can be sustained long-term by project partners. Bright Research will also assist CHSC to research and design a best practice model for family resource centers, that will be used to guide further long-term strategic planning for the CKC projects and fund development activities to sustain the work beyond the 2015-2016 school year.

II. Additional Project Deliverables

<table>
<thead>
<tr>
<th>Activities</th>
<th>Timeline</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Technical Assistance</td>
<td>December 2015-June 2016</td>
<td>1. Plan and co-facilitate 3 All-District Meetings for CKC Partners</td>
</tr>
<tr>
<td>Build the capacity of the CKC partner organizations and staff to become “learning organizations” that continuously use data to improve/adjust program strategies that connect families to health coverage and wellness supports. Continue to build the capacity of CKC partners to</td>
<td></td>
<td>2. Monthly progress reports/logs on types of technical assistance provided and outcomes of</td>
</tr>
</tbody>
</table>
improve how they collect consumer data, interpret it, and apply findings to improve project strategies.

A. All District Meetings & Trainings
   • Co-plan and co-facilitate 3 All District Meetings with CHSC staff and district partners.
   • Assist district partners to develop presentations/trainings for All District Meetings on best practices/lessons learned/areas of challenge

B. Individual District Technical Assistance and Training
   • Provide training to district coordinators, parent partners and other outreach staff to help them improve how they gather consumer data and use the CKC data system.
   • Assist partners to design and implement additional data collection tools such as surveys, interview protocols for focus groups, and other assessments that will help inform ongoing strategy development and quality improvement efforts to support hard-to-reach populations access coverage & care
   • Support district partners to interpret data and apply findings/insights to ongoing strategy development

3) Additional Best Practice
   2) Data Analysis
      Contractor shall prepare a mid-year (January 2016) and end-of-year (August 2016) summary of CKC service data, including total families served, demographics of families served, and changes/trends over time.

   January 2016-August 2016
   • PPT presentation deck
   • 1-2 page summary of trends and key findings
   • 2 in-person presentations to county and partners

   December 2015-
   • Literature review and
<table>
<thead>
<tr>
<th>Report/Technical Assistance for Model Development</th>
<th>February 2016</th>
<th>best practice report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Perform a literature review and local scan of family resource center and family partner best practices, in addition to those practiced by the CKC projects, to inform future strategic planning for the CKC projects and other CHSC investments supporting family wellness and access to health coverage and care</td>
<td></td>
<td>• Facilitated stakeholder meetings to discuss findings</td>
</tr>
<tr>
<td>2) Facilitate stakeholder meetings with CHSC staff and key informants to review and discuss findings.</td>
<td></td>
<td>• Technical assistance to CHSC to support the development of a model for family resource centers and family support</td>
</tr>
<tr>
<td>3) Provide technical assistance to CHSC to develop a model, with stakeholder input, for family resource centers and family support that will guide strategic planning for the CKC initiative.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### III. Reporting Schedule

**A.** Contractor shall submit a report of services rendered each month with monthly invoice, and include a monthly progress report and log of technical assistance provided to partners.
# EXHIBIT B2
## Additional Payment Terms
### Bright Research Group

### I. Budget for additional services (January 1, 2016 - December 31, 2016)

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capacity Building &amp; Individual District Technical Assistance</strong></td>
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<td></td>
</tr>
<tr>
<td>Evaluation Lead</td>
<td>60</td>
<td>$175</td>
<td>$10,500</td>
</tr>
<tr>
<td>Project Manager</td>
<td>72</td>
<td>$150</td>
<td>$10,800</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>132</td>
<td></td>
<td><strong>$21,300.00</strong></td>
</tr>
<tr>
<td><strong>Data Analysis &amp; Outcome Reporting</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation Lead</td>
<td>42</td>
<td>$175</td>
<td>$7,350</td>
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<td>Research Assistant</td>
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<td><strong>Subtotal</strong></td>
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<td></td>
<td><strong>$27,390.00</strong></td>
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<tr>
<td><strong>Additional Best Practice Report and Technical Assistance for Model</strong></td>
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<td></td>
</tr>
<tr>
<td>Evaluation Lead</td>
<td>88</td>
<td>$175</td>
<td>$15,400</td>
</tr>
<tr>
<td>Project Manager</td>
<td>86</td>
<td>$150</td>
<td>$12,900</td>
</tr>
<tr>
<td>Research Assistant</td>
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<td>$90</td>
<td>$1,260</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
<td><strong>$29,560</strong></td>
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<tr>
<td><strong>Project Management and Coordination with CHSC</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Evaluation Lead</td>
<td>16</td>
<td>$175</td>
<td>$2,800</td>
</tr>
<tr>
<td>Project Manager</td>
<td>28</td>
<td>$150</td>
<td>$4,200</td>
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<tr>
<td>Research Assistant</td>
<td>12</td>
<td>$90</td>
<td>$1,080</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>$8,080.00</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$86,330</strong></td>
</tr>
</tbody>
</table>

COUNTY is not obligated to pay actual expenses exceeding the amounts set forth in the budget summary, unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

### III. Terms and Conditions of Payment

#### A. Reimbursement

1. CONTRACTOR shall invoice the COUNTY on a monthly basis for actual expenses only. The total amount of reimbursement under the terms of this Agreement and its amendments shall not exceed $227,185. The total amount of reimbursement under the terms of this Second Amendment shall not exceed $86,330. The final invoice for this amendment must be received no later than January 31, 2017, and shall not exceed the remaining balance of the contract.

2. Contractor shall submit the invoice along with a brief report of services rendered during the invoice period. Original invoices are required. An electronic copy of the report shall also be sent to the CHSC program manager.
3. Invoices shall be processed upon receipt of satisfactory reports. County shall use its best efforts to process invoice submitted for reimbursement by Contractor within forty five (45) days from receipt of invoice, reports and any other back up documentation as requested.

B. Invoicing Procedures
Contractor shall invoice Alameda County Center for Healthy Schools and Communities monthly. Invoices must include original signature, service period, invoice number and County assigned PO number and should be sent BOTH BY MAIL AND ELECTRONICALLY, together with the report of services rendered during the invoice period to:

Alameda County Health Care Service Agency
ATTN: Jessica Nicholas/Connie Yale
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

Jessica Nicholas, jessica.woodwardnicholas@acgov.org
Connie Yale: connie.yale@acgov.org
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
STATE FARM INSURANCE
AGENT JESSICA HEBERT
StateFarm
490 GRAND AVE STE 210
OAKLAND, CA 94610

INSURED
BRIGHT RESEARCH GROUP INC
660 13TH ST STE 202
OAKLAND, CA 94612

COVERAGES

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.

POLICY NUMBER: 97-CA-J359-6

INSPERER A:
State Farm General Insurance Company
28581

INSURED
BRIGHT RESEARCH GROUP INC
660 13TH ST STE 202
OAKLAND, CA 94612

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/03/2015

CERTIFICATE NUMBER:

REVISION NUMBER:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD, SUITE 300
SAN LEANDRO, CA 94577

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

AUTHORIZED REPRESENTATIVE

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1001486 132849.9 02-04-2014
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS**

**(Scheduled)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
</table>

**Policy Number:** 97-CA-J359-6  
**Named Insured:**  
BRIGHT RESEARCH GROUP INC  
660 13TH ST STE 202  
OAKLAND CA 94612-1030

**Name And Address Of Additional Insured Person Or Organization:**

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY THE COUNTY OF  
ALAMEDA ITS BOARD OF  
1000 SAN LEANDRO BLVD STE 300  
SAN LEANDRO CA 94577-1675

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

   a. **Ongoing Operations**
      1. Your acts or omissions; or
      2. The acts or omissions of those acting on your behalf;
      in the performance of your ongoing operations for that additional insured; or
   
   b. **Products — Completed Operations**
      "Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

   a. The insurance afforded to the additional insured only applies to the extent permitted by law,
   
   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
   
   c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
      1. Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
      2. You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to SECTION II — LIMITS OF INSURANCE:

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

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3, Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION II — GENERAL CONDITIONS:

   The additional insured must:
   a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
   b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
   c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under SECTION II — LIABILITY.

5. With respect to the insurance afforded the additional insured, the following replaces SECTION II — LIABILITY of Paragraph 7, Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

   a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
   b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

   There will be no refund of premium in the event this endorsement is cancelled.

   All other policy provisions apply.
Auto Insurance Coverage Summary
This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.
Your coverage begins on October 1, 2015 at 12:01 a.m. This policy expires on April 1, 2016 at 12:01 a.m.
Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611DCA (10/14). The contract is modified by form 2080 CA (11/05).

Underwriting Company
United Financial Casualty Company

Drivers and household residents

<table>
<thead>
<tr>
<th>Name</th>
<th>Years Licensed</th>
<th>Years Experienced</th>
<th>Marital Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brightstar Ohlson</td>
<td>25</td>
<td>25</td>
<td>Married</td>
</tr>
<tr>
<td>Additional Information: Named insured</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jason Wallace</td>
<td>00</td>
<td>00</td>
<td>Married</td>
</tr>
<tr>
<td>Additional Information: excluded driver</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Important information regarding excluded drivers
This policy provides no coverage for any claim arising from an accident or loss involving a motorized vehicle being operated by any person shown as an excluded driver on this Auto insurance coverage summary (declarations page).

Outline of coverage

2013 LEXUS CT200H 4 DOOR HATCHBACK
VIN: JTHK5BH4D2165149 Garaging zip code: 94619 Annual miles: 12000 Vehicle use: Commute

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
<th>Deductible</th>
<th>Premium</th>
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</thead>
<tbody>
<tr>
<td>Liability To Others</td>
<td>Bodily Injury Liability</td>
<td>$100,000 each person/$300,000 each accident</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Property Damage Liability</td>
<td>$100,000 each accident</td>
<td></td>
</tr>
<tr>
<td>Uninsured/Underinsured Motorist</td>
<td>$100,000 each person/$300,000 each accident</td>
<td>$100</td>
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</tr>
<tr>
<td>Comprehensive</td>
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<tr>
<td>Collision</td>
<td>Actual Cash Value</td>
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</tr>
<tr>
<td>Uninsured Motorist Collision Deductible Waiver</td>
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</tr>
<tr>
<td>Subtotal policy premium</td>
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<tr>
<td>Anti-Fraud fee</td>
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<td>0.88</td>
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<tr>
<td>Total 6 month policy premium</td>
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<td>$759.88</td>
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Form 6489 CA (12/06)
Payment schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment Amount</th>
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<td>Nov 1, 2015</td>
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<td>Dec 1, 2015</td>
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<tr>
<td>Jan 1, 2016</td>
<td>$127.50</td>
</tr>
<tr>
<td>Feb 1, 2016</td>
<td>$127.50</td>
</tr>
</tbody>
</table>

An installment fee of $1.00 has been included in each payment. You may avoid paying installment fees by paying your premium of $760 in full by October 1, 2015. You may reduce the amount you pay in installment fees by paying your premium in larger amounts and fewer installments. Please call 1-800-776-4737 for details. The following additional fees may apply:

- Cancel fee $50.00
- Fee for returned checks or refused payments $20.00

Premium discounts

<table>
<thead>
<tr>
<th>Driver</th>
<th>Good Driver</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brightstar Ohlson</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Tracking System</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 LEXUS CT200H</td>
</tr>
</tbody>
</table>

Lienholder and additional interest information

We send certain notices such as coverage summaries and cancellation notices to the following:

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Lienholder</th>
<th>Additional interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 LEXUS CT200H</td>
<td>LEXUS FINANCIAL SVCS</td>
<td>Lexus Financial Svcs</td>
</tr>
<tr>
<td>JTHKD5BH4D2165149</td>
<td>ATLANTA, GA 30348</td>
<td>Atlanta, GA 30348</td>
</tr>
</tbody>
</table>

Your Right to Advance Notice of Renewal

California law requires insurers to provide either an offer to renew at least 20 days before policy expiration or a written notice of nonrenewal at least 30 days before expiration. If we fail to give this offer or notice in the specified timeframes listed above, the existing policy with no changes in its terms and conditions, will remain in effect for 30 days from the date that either the offer to renew or the notice of nonrenewal is mailed to you. However, your policy shall terminate on the effective date of any other replacement or succeeding automobile insurance policy with respect to any automobile designated in both policies, even if you do not receive a timely offer to renew or notice of nonrenewal.

Company officers

Michael W. Brels, President

Patricia L. Green, Secretary
EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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 necessary 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: Bright Research Group

PRINCIPAL: Brightstar Ohlson TITLE: Principal/CEO

SIGNATURE: [Signature] DATE: 12/17/15
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") and Bright Research Group, ("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 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 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 CONSTRUCTOR:

**Name:** Bright Research Group

**By (Signature):** [Signature]

**Print Name:** Brightstar Ohlson

**Title:** Principal/CEO
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.
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.