



OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
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December 8, 2020

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

Dear Board Members:

SUBJECT: APPROVE THE FIFTH AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH THE ALAMEDA HEALTH CONSORTIUM TO PROVIDE FUNDING TO FEDERALLY QUALIFIED HEALTH CENTERS FOR LINKING PEDIATRIC CLIENTS TO MEDICAL, BEHAVIORAL, AND SOCIAL SERVICES WITH NO CHANGE IN THE TERM OR CONTRACT AMOUNT

RECOMMENDATIONS:

- A. Approve Amendment No. 5 to the Standard Services Agreement (Procurement Contract No. 7356) with the Alameda Health Consortium (Principal: Ralph Silber; Location: San Leandro) to adjust budget categories for the pilot for the Pediatric Care Coordinator Project in eight Alameda County Federally Qualified Health Centers to support linking pediatric clients to medical, behavioral, and social services in a preventative and comprehensive manner with no change in the current term of 5/1/12 through 6/30/21, and no change in the contract amount of \$3,072,500;
- B. Delegate authority to the Agency Director or her designee to negotiate and execute the contract amendment subject to review and approval as to form by County Counsel, and return an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY

On May 1, 2012, Item #7 A-C, your Board approved the first Standard Services Agreement with the Alameda Health Consortium (AHC) in partnership with Health Care Services Agency (HCSA)/Alameda County Behavioral Health (ACBH) to oversee the integration efforts of eight Federally Qualified Health Centers (FQHCs) participating in the County's Primary Health Care Clinics Integration Plan. The plan's services entail training and capacity building of clinics; enhancement to existing network technology; convening of participants for discussions and information sharing about and around evidence-based approaches to behavioral health treatment; and implementing integrated care services in primary care and behavioral health clinics. The collaborative effort with the AHC has significantly increased care coordination for adults and collaboration between ACBH and Alameda County's FQHCs' primary care clinic network. In addition, this collaboration has enhanced the behavioral health treatment capacity of the eight FQHC clinics and the number of Alameda County residents with behavioral health conditions served in the local communities. The collaborative has been able to provide the funding for new innovative Workforce Development Projects and trainings for safety net primary care providers, licensed behavioral

clinicians, and integrated behavioral health care coordinator. The proposed amendment will allow the AHC the ability to use existing contract funding to support the funding of the Pediatric Care Coordinators Pilot Project.

ACBH is seeking Board approval to allow the AHC to revise their current contract budget in the approved amount of \$3,072,500 with a contract term through June 30, 2021, to include a new Pilot Project focused on Pediatric Care Coordination in eight County Community Health Centers. With the financial support of ACBH, the AHC has been able to continue its ongoing leadership role in supporting Alameda County FQHCs in their efforts to integrate services and increase care coordination between Alameda County's safety net behavioral health and primary care systems. Within AHC's eight community health centers membership (Axis, Asian Health Services, Bay Area Community Health, La Clinica, LifeLong Medical Group, Native American Health, Turburcio Vasquez, and West Oakland Health Center), ACBH has provided financial support for Adult, Integrated Behavioral Health Care Coordinators (IBHCCs). Over the five years, the Adult IBHCCs have now evolved to become a critical component of the AHC's eight health centers primary care and BH teams, and serve as the glue connecting high-need adult Safety Net patients to medical, behavioral health, substance use, and other community-based services.

Currently, safety net pediatric clients with serious physical and behavioral health conditions have minimal care coordination support navigating and connecting with specialty pediatric services in Alameda County. Often the health centers' pediatricians are responsible for coordinating and helping patients to connect with specialty care referrals. Given the increasing need for prevention and early intervention services for all safety net patients, AHC has requested and received approval from ACBH to use existing unexpended contract funds in the amount of \$250,000 for the first six months (January 2021 through June 2021) of the Pilot Pediatric Care Coordinators Project. The current AHC contract has available funds to support the first six months of the Pilot Pediatric Care Coordinators Project due to AHC's member health centers deciding to not purchase a new care management tracking system and staff development contracts for their primary care and behavioral health clinicians from the University of Washington, Advancing Integrated Mental Health Solutions (AIMS) Center. For Fiscal Year 2021/2022, ACBH anticipates returning to your Board for approval a new AHC Contract in the amount of \$650,000 of which \$500,000 of the contract's funding will be support the last 12 months (July 2021 through June 2022) of the 18-month Pediatric Care Coordinators Pilot Project.

Each of the eight AHC Health Centers will be provided funding for one full-time Pediatric Care Coordinator within their health center's pediatric department. The AHC-funded Pediatric Care Coordinators will be responsible for linking pediatric clients to medical, behavioral, and social services in Alameda County. This position will act as the liaison between the client and the community, and will also serve to dissolve the silos between the medical and behavioral health departments within the health centers. This role will also work to support pediatric clients with the basic health and social needs to minimize their risks for entering the criminal justice system as adults. AHC will serve as the centralized hub for these care coordinators, providing technical assistance, peer-group formation, and problem-solving for the duration of this pilot project. Furthermore, AHC will embed a process and outcome evaluation to assess impact, effectiveness, and long-term potential of the Pediatric Care Coordinator Program in the eight community health centers. By approving this contract amendment AHC will be able to continue the collaborative partnership between ACBH and the AHC through a period of significant changes in Alameda County's Safety Net Health Care Delivery System due to the COVID-19 Pandemic.

SELECTION CRITERIA/PROCESS:

Alameda Health Consortium is a SLEB exempt entity as Community-based non-profit organization . AHC has the infrastructure, experience and access to the eight Alameda County community based FQHCs. AHC represents the entities participating in the Integrated Primary Health Care Program of HCSA/ACBH, and has existing partnerships with Alameda Health System and the two managed care Medi-Cal health plans in Alameda County. AHC also has

The Honorable Board of Supervisors
December 8, 2020
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the access and infrastructure to help coordinate efforts with HCSA/ACBH and the Safety Net primary care clinics. The department requests the Board to waive the County bid requirement in accordance with County Sole Source Non-Competitive Policy Exception, Section VI.A. AHC is the only entity that can provide this needed service, and there is no available equivalent to meet the county's minimum needs.

FINANCING:

Funding for this contract is from the Mental Health Services Act (MHSA) with no cost amendment and no additional appropriation is required. There is no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

The AHC Contract Amendment to fund a Pediatric Care Coordinator Project meets the 10X goal of **Healthcare for All** in support of the shared vision of a **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

CC/fs

<i>Contractor:</i>	<i>Alameda Health Consortium</i>
<i>Original Contract Period:</i>	<i>5/1/12 to 7/31/14</i>
<i>1st Amendment Contract Period:</i>	<i>Revised Exhibit E</i>
<i>2nd Amendment Contract Period:</i>	<i>5/1/12 to 6/30/16 (an extension of 2 year)</i>
<i>3rd Amendment Contract Period:</i>	<i>5/1/12 to 6/30/18 (an extension of 2 year)</i>
<i>4th Amendment Contract Period:</i>	<i>5/1/12 to 6/30/21 (an extension of 3 year)</i>
<i>5th Amendment Contract Period:</i>	<i>5/1/12 to 6/30/21 (Budget Revision)</i>
<i>Original Contract Amount:</i>	<i>\$1,000,000</i>
<i>1st Amendment Contract Amount:</i>	<i>No change</i>
<i>2nd Amendment Contract Amount:</i>	<i>No change</i>
<i>3rd Amendment Contract Amount:</i>	<i>\$1,840,000 (an increase of \$840,000)</i>
<i>4th Amendment Contract Amount:</i>	<i>\$3,072,500 (an increase of \$1,232,500)</i>
<i>5th Amendment Contract Amount:</i>	<i>\$1,232,500</i>

FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and Alameda Health Consortium, (“Contractor”) with respect to that certain agreement, Procurement Contract No. 7356, entered by them on May 1, 2012, as amended by that certain First Amendment to Agreement signed by the parties on February 11, 2014, and as further amended by that certain Second Amendment to Agreement signed by the parties on July 8, 2014, and as further amended by that certain Third Amendment to Agreement signed by the parties on March 29, 2016, and as further amended by the certain Fourth Amendment to Agreement signed by the parties on June 27, 2018 (collectively referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides consulting services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Fifth Amendment, the terms and provisions of this Amendment will be effective as of the date this Fifth Amendment is executed by the

County.

2. A Revised Exhibit A-2, Scope of Service, is attached to this Fifth Amendment and made a part of the Agreement.
3. A Revised Exhibit B-2, Payment Terms, is attached to this Fifth Amendment and made a part of the Agreement.
4. Exhibit *D-5*, attached hereto and made a part of the Agreement, is a current Debarment and Suspension Certificate executed by Contractor.
5. Except as expressly modified by this Fifth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment.

COUNTY OF ALAMEDA

ALAMEDA HEALTH CONSORTIUM

By: DocuSigned by: Colleen
Signature

By: DocuSigned by: Ralph Silber
Signature

Name: Colleen Chawla
(Printed)

Name: Ralph Silber
(Printed)

Title: HCSA Director

Title: Executive Director

Date: 1/24/2021

Date: 1/19/2021

Approved as to Form:
Donna R. Ziegler, County Counsel,

By: DocuSigned by: Raymond Leung
Raymond Leung, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Fifth Amendment in his/her authorized capacity and that by his/her signature on this Fifth Amendment, he/she or the entity upon behalf of which he/she acted, executed this Fifth Amendment

Exhibit A-2
SCOPE OF SERVICE

The Alameda Health Consortium (“Contractor”) will oversee a nine-year (May 1, 2012 to June 30, 2021) project to expand integrated behavioral health care services within the Community Health Care Network (CHCN) primary care clinics. Contractor shall work in partnership with the Alameda County Health Care Services Agency – Behavioral Health Department (“County” or “ACBH”, interchangeably). Contractor shall perform services as part of a larger ACBH effort to invest in the development of increased and enhanced behavioral health screening, assessment, and treatment capacity within the primary care clinics participating in the Health Program of Alameda County (HealthPAC).

Contractor shall perform services to achieve the following objectives:

- 1) Increase the capacity of primary care clinics to provide readily accessible behavioral health care services integrated with other health care services for low income (below 200% of Federal Poverty Level) Alameda County residents.
- 2) Increase the capacity and effectiveness of primary care clinics to screen, assess and treat behavioral health conditions of mild to moderate severity among low-income (below 200% of Federal Poverty Level) Alameda County residents.
- 3) Improve the capabilities of primary care clinics to effectively treat the chronic medical conditions of persons with serious mental illnesses by providing onsite treatment support and care coordination when needed from behavioral health professionals who function as members of the primary care team.

Contractor shall provide all of the following services in each category:

Communication, Information Sharing and Training/Consultation Coordination

- Coordinate the formation and regular monthly convening of a behavioral health integration planning committee (“Behavioral Health Care Integration Planning Meetings”) with the following key representatives – Medical Director, Alameda Health Consortium; IBH, Initiative Director, Alameda Health Consortium; Health Care Services Agency HealthPAC Director; ACBH Medical Director; ACBH Integrated Health Care Services Director; and the ACBH, Director of Substance Use Disorder Services. Contractor shall be responsible for managing the logistics of these regular Integration Behavioral Health meetings including sending meeting reminders, scheduling and confirming meeting space, recording and disseminating meeting minutes to members of the group.

- Convene, inform, and obtain feedback from the Behavioral Health leadership of the following CHCN primary care organizations (collectively “HealthPAC Clinics”):

Alameda County Health Systems
LifeLong Medical Care
West Oakland Health Council
Asian Health Services
LaClinica de la Raza
Tiburcio Vasquez Health Center
Tri-City Health Center
Native American Health Center
Axis Community Health Center

- Through regular meetings, Contractor shall inform and obtain feedback from the HealthPAC Clinics related to the expansion of integrated behavioral health care services. Contractor shall relay key information from this feedback to ACBH leadership at the Integration Meetings and forums. The Contractor shall also obtain feedback through existing internal meeting forums with medical directors, CEOs/COOs, CFOs, and other key CHCN Primary Care Clinic stakeholder groups. The Contractor shall also obtain feedback from non-Consortium member groups, including, but not limited to the Alameda Health System.
- Coordinate a regularly scheduled monthly behavioral health integration meeting in collaboration with ACBH. This meeting shall be open to any interested individuals from the HealthPAC Primary Care Clinics and other organizations participating in the County’s integration initiative. The meeting shall provide a regular forum for updates on the initiative and information and resource sharing. The meeting time slot may also be used for broad training/consultation efforts that impact multiple organizations.
- Maintain ongoing communications with HealthPAC Clinics related to behavioral health integration, and maintain a steady flow of communications to BHCS. Contractor shall: 1) maintain an integration initiative key contact list from all of the HealthPAC Clinics including name, organization, role, address, phone, email address; 2) develop a web-based portal for access to key resources and information related to the initiative; and 3) develop an email distribution list for communication purposes; and 4) work collaboratively with -BHCS to distribute information to participating HealthPAC Clinics.
- Using funding from this contract, provide limited financial support, when necessary and appropriate, to the HealthPAC Clinics to ensure that key clinical leadership can participate in critical workforce development training and consultation sessions related to behavioral health (mental health and SUD) integration. The amounts and

manner of financial support are subject to the review and approval of ACBH Executive Leadership.

Training and Consultation Subcontracts

- Coordinate and oversee workforce development programs, training and consultation subcontracts with entities to provide ongoing support to the HealthPAC Clinics related to integrate behavioral health care. The determination of which resources to utilize for given community health centers shall be based on collaborative decision-making between Contractor, ACBH, and the clinic organizations.
- In addition, the Contractor shall coordinate and oversee training and consultation subcontracts related to the (1) exchange of protected health information/confidentiality (2) financing of integrated behavioral health care, and (3) substance use disorder assessment and treatment in primary care. Contractor may coordinate trainings and workforce development projects on additional topic areas as determined by a collaborative assessment between Contractor and ACBH of training needs and workforce development priorities. Subcontracting entities shall be collaboratively agreed to between Contractor, ACBH and subcontracting entities, subject to final approval by ACBH.

Information Technology

- Oversee changes, enhancements, and additions to the HealthPAC Clinics existing network technology platforms to enhance implementation, tracking, and reporting related to integrate behavioral health care. Contractor shall also identify cost-efficient methods for building behavioral health panel management capabilities into existing clinic information systems and electronic health records.

Support Development and Implementation of Integrated Care.

- Support HealthPAC Primary Care Clinics in addressing barriers to implementing integrated behavioral health care programs. Contractor's services shall include gathering information on the implementation of new innovative programs and services that reduce barriers and improve access to care for all patients. AHC will also help in identifying new funding resources for new innovative programs that increase the development of the Primary Care Clinics' workforce, and provide solutions to reducing barriers to care in the County's HealthPAC Clinics. AHC will meet with ACBH Leadership on a periodic basic to present updates and progress on new program developments that promote integrated care services within the County's Safety Net System.
- Support workforce development projects by providing start-up funding and technical assistance support to HealthPAC Clinics participating in "Pilot Projects" aimed at helping County residents with mental health and SUD concerns through improved care coordination services.

- Other services to support the goals of the behavioral health integration in the HealthPAC Clinics under this contract as mutually agreed to by Contractor and BHCS.

**EXHIBIT B-2
PAYMENT TERMS**

1. County will use its best efforts to pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt and approval of invoice.

2. FINANCIAL

The total contract amount shall not exceed \$3,072,500 for the contract period from May 1, 2012 through June 30, 2021. This amount includes all taxes and all other charges. Administrative and overhead costs are not to exceed 15% of the total in each of the category below. All expenditures under this contract must be approved by County.

Funding under this contract shall not exceed the following amounts in each identified category:

Categories	Original Contract Amount 5/1/12-6/30/16	Amended Contract \$ FY15/16	Amended Contract \$ FY16/17	Amended Contract \$ FY17/18	Amended Contract \$ FY18/19	Amended Contract \$ FY19/20	Amended Contract \$ FY20/21	TOTAL Budget	Amended Contract \$ FY20-21	Total Budget
Communication & Info Sharing	411,670	0	177,050	177,050	223,000	223,000	223,000	1,434,770	-307,586	1,127,184
Training & Consultation Subcontracts	311,289	54,000	48,000	164,500	198,000	153,000	108,000	1,036,789	-28,942	1,007,847
Information Technology	93,547	0	16,500	16,500	6,000	6,000	5,500	144,047	-65,071	78,976
Integrated Care	183,494	0	90,700	95,700	29,000	29,000	29,000	456,894	401,599	858,493
	\$1,000,000	\$54,000	\$332,250	\$453,750	\$456,000	\$411,000	\$365,500	\$3,072,500	-	3,072,500

3. Invoices will be submitted for review and approval to Freddie Smith, Division Director, Behavioral Health Integrated Health Care Services or his designee. All invoices and supporting documents under this Agreement shall be sent to:

COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 101
Oakland, CA 94606-5300

Attn: Freddie Smith, Division Director

Email: Freddie.Smith@acgov.org

Final invoice must be submitted for payment within 90 days after the end of the term of this Agreement. Invoice submitted later than 90 days will not be paid.

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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 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 38 04 13. 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. 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. 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. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 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

DATE (MM/DD/YYYY)
7/1/2020

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

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


PRODUCER Edgewood Partners Insurance Center P.O. Box 2110 Rancho Cordova CA 95670 License# 0R529370	CONTACT NAME: Sara Cox
	PHONE (A/C, No, Ext): 916-578-1525 FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: sara.cox@epicbrokers.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: BETA Healthcare Group	NAIC # 99900
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1339398479 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BETAWC81312020	7/1/2020	7/1/2021	X PER STATUTE	\$3,000,000
							E.L. EACH ACCIDENT	\$3,000,000
							E.L. DISEASE - EA EMPLOYEE	\$2,000,000
							E.L. DISEASE - POLICY LIMIT	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Evidence of coverage.

CERTIFICATE HOLDER Alameda Health Consortium 101 Callan Avenue, Suite 300 San Leandro CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BETA Risk Management Authority ("BETARMA")
 A Public Entity
AMENDMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Certificate Number: BETA-WC-8131-2020	Amendment No.: 2020/2021-06
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Issued to: Alameda Health Consortium		
Effective Date: 07/01/2020 at 12:01 a.m.	Expiration Date: 07/01/2021 at 12:01 a.m.	Additional Contribution: Per Contract

This amendment changes the contract to which it is attached effective on inception date of the **Coverage Contract**.

BETARMA has the right to recover payments it makes from anyone liable for an injury covered by this **Coverage Contract**. BETARMA will not enforce its right against the person or organization named in the Schedule. This amendment applies only to the extent work performed under a written contract requires the **Member** to obtain this agreement from BETARMA.

This endorsement does not apply to benefits or damages paid or claimed because of injury occurring before the **Member** entered into such a contract.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization with whom the **Member** entered into a contract, a condition of which requires the **Member** to obtain this waiver from BETARMA.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED



**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or



- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
 With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

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- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



such property for any reason, including prevention of injury to a person or damage to another's property;

- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- 2. Under B. Exclusions, 1. **Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- 3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the **Damage to Premises Rented to You** limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

- 1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

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- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising injury is amended to add the following additional exclusions:
 - (15) Discrimination Relating to Room, Dwelling or Premises
 - Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) Employment Related Discrimination
 - Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) Fines or Penalties
 - Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (Personal and Advertising Injury – Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.
- F. Personal and Advertising Injury - Broadened Eviction
 - Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.
- G. Waiver of Subrogation – Blanket
 - We waive any right of recovery we may have against:
 - a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

EXHIBIT D-5

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.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Alameda Health Consortium

PRINCIPAL: Ralph Silber TITLE: Executive Director

SIGNATURE:  DATE: 1/19/2021

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 Alameda Health Consortium, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

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

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

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

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

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and

(b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

VII. TERMINATION

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

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

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

VIII. MISCELLANEOUS

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

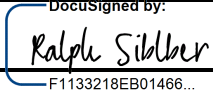
requirements regarding Business Associate’s use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information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

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

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

CONTRACTOR:

Name: Alameda Health Consortium

By (Signature): 
F1133218EB01466...

Print Name: Ralph Silber

Title: Executive Director