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January 14, 2021

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

Dear Board Members:

SUBJECT: APPROVE THE FOURTH AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH TIBURCIO VASQUEZ HEALTH CENTER, INC TO CONTINUE PROVIDING EMERGENCY AND PREVENTATIVE DENTAL CARE AT THE HAYWARD FIREHOUSE CLINIC

RECOMMENDATION

Approve the Fourth Amendment to the Standard Services Agreement (Procurement Contract No. 12721) with Tiburcio Vasquez Health Center, Inc. (Principal: Andrea Schwab-Galindo; Location: Hayward) to continue providing emergency and preventative dental care at the Hayward Firehouse Clinic, retroactively extending the term by six months from 10/13/15 - 12/31/20 to 6/30/21, with no change to the contract amount of \$1,246,806

DISCUSSION/SUMMARY

On October 13, 2015, your Board approved a Standard Services Agreement with Tiburcio Vasquez Health Center, Inc. (TVHC) to provide coordinated and integrated medical, mental health, and public health services to low income and indigent populations at the Firehouse Clinic with a total contract amount of \$1,120,286 and a 24-month term of 10/13/15 – 9/30/17 (Item No. 6). During this initial two-year period, TVHC provided full-service primary and preventative medical care to 4,263 clients.

On October 25, 2016, your Board approved a First Amendment to the Standard Services Agreement with TVHC to add emergency and preventative dental care to the menu of services available at the Firehouse Clinic, increasing the contract amount by \$126,520 and extending the term by 12 months to 9/30/18 (Item No. 11). Between October 2017 and September 2018, TVHC provided full-service primary and preventative medical care to 2,941 clients, meeting the deliverables outlined in the medical, mental health, and public health services portions of the contract. However, the dental services were not delivered as agreed since the City of Hayward experienced unexpected delays in the procurement of the required dental equipment and completion of minor building construction necessary for TVHC to provide dental services at the Firehouse Clinic. These delays required two additional time-only extensions, approved by your Board through a Second Amendment on September 18, 2018, extending the term by 12 months to 9/30/19 (Item No. 99), and then again through a Third Amendment on October 15, 2019, extending the term by 15 months to 12/31/20 (Item No. 48).

The dental clinic was finally equipped for full-service operation in December 2019, with the first dental services provided in January 2020. However, pursuant to the Governor's State of Emergency Proclamation, dated March 4, 2020, due to the threat posed by the COVID-19 virus, dental services at the clinic continued but were limited to emergency care only, with a wide variety of restrictions imposed on this provision. This change in circumstance did not allow TVHC to exercise the full potential in serving the dental needs of the clinic's population. Approval of the Fourth Amendment will allow TVHC to provide emergency and preventative dental care services at the Firehouse

Clinic, as intended in the Second Amendment. This time-only extension amendment ensures that TVHC will be able to deploy their full array of dental services to the vulnerable population they serve in Hayward.

BACKGROUND

On April 12, 2011, your Board approved a two-year base allocation of \$750,000 each year in Measure A funds beginning in Fiscal Year 2011-2012 to develop and implement the Community College and Fire Station Health Portals (Item No. 9B-C). On June 5, 2012, your Board approved the permanent restriction and rollover of any unspent Measure A funds for the project to accommodate lengthy start-up planning time for the Fire Station Health Portals—the primary focus of the pilot project (Item No. 20). Subsequently, on November 6, 2012, your Board approved a three-year base allocation of \$750,000 in Measure A funds beginning in Fiscal Year 2013-2014 for continued project support and implementation (Item No. 14). These funds have supported the capital building project and operations of the Firehouse Clinic.

SELECTION CRITERIA

On October 13, 2015, your Board adopted Resolution No. R-2016-371, Authorizing the Waiver of County Purchasing Procedures to obtain the services of TVHC for the Firehouse Clinic in Hayward. The Resolution cited the clinic's long-standing history of providing health care to the Hayward community, particularly to low income, indigent, and uninsured residents. In addition, the Board recognized the expertise and unique qualifications of TVHC to serve the target population.

TVHC is a community-based 501(c)(3) non-profit corporation and federally qualified health center (FQHC) providing direct services on behalf of the County. TVHC originated as a direct response to the County's overall lack of access to health care, growing health disparities of local migrant communities, and the growing poverty rate in the area. To address these needs, TVHC created a care model that promotes the health and well-being of the community through accessible, high-quality care. For the above reasons, TVHC is exempt from the county's Small, Local and Emerging Business (SLEB) Program requirements. SLEB waiver number 7229 was approved and issued by General Services Agency and is valid through 06/30/21.

FINANCING

This amendment is for a time-only extension. Approval of this recommendation will have no fiscal implications or impact on net County cost.

VISION 2026 GOAL

Providing emergency and preventative dental care services to the low income and indigent population at the Firehouse Clinic in Hayward meets the 10x goal pathway of **Healthcare for All** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

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Colleen Chawla, Director
Health Care Services Agency

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and Tiburcio Vasquez Health Center, Inc., (“Contractor”) with respect to that certain agreement entered by them on October 13, 2015 and that certain First Amendment to Agreement executed on October 25, 2016 (the “First Amendment”), and that certain Second Amendment to Agreement executed on October 1, 2018 (the “Second Amendment”), and that certain Third Amendment to Agreement executed on October 15, 2019 (collectively referred to herein as the “Contract” or Agreement) pursuant to which Contractor provides dental, medical, mental health, and public health services to the County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on December 31, 2020. As of the Effective Date, the term of the Agreement is extended through June 30, 2021. This extension will not change the existing not-to-exceed amount of one million two hundred forty-six thousand eight hundred six dollars (\$1,246,806)
3. Exhibits C, E, F, G, and O are attached to this Fourth Amendment and incorporated and made part of the Agreement by this reference.
4. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Fourth Amendment and Exhibit D, Debarment and

Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 FR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

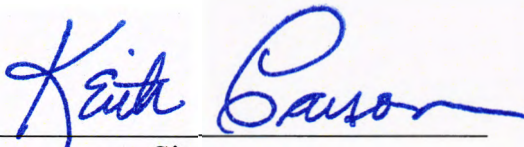
- b. By signing this Fourth Amendment to agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
5. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

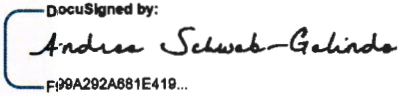
[This section is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

TIBURCIO VASQUEZ HEALTH CENTER, INC.

By: 
Signature

By: 
Signature

Name: KEITH CARSON
(Printed Name)

Name: Andrea Schwab-Galindo
(Printed Name)

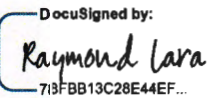
Title: President of the Board of Supervisors

Title: Chief Executive Officer

Date: February 9, 2021

Date: 1/25/2021

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

By: 
Raymond Lara
Senior Deputy County Counsel

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

Exhibit C
Certificate of Insurance

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 Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1 ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, 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 2 DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3 REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13 Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties 4 INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5 SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6 JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <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" 7 CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8 CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

AGENCY CUSTOMER ID: TRU442-01

LOC # _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Goffinger & Co.		NAMED INSURED TANJICO VISION HEALTH CARE, INC. 22155 - 90th St. Union City, CA 94587	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	RATE CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 29 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy Term: 01/01/2020 To 01/01/2021
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000 / Retention: \$10,000

Policy: Abuse & Mispractices Coverage
 Policy#: 2020-000044910
 State: Nonadmitted Insurance - Alliance of CA
 Policy Term: 01/01/2020 To 01/01/2021
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000

Court of Appeals, its Board of Supervisors, its individual members thereof, and all county officers, agents, employees, volunteers, and representatives are named additional insured with respect to the operations of the named insured.

ACORD 101 (2008/01)

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POLICY NUMBER: 2020-40689
Named Insured: Tiburcio Vazquez Health Center, Inc.*

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of the policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

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

However:

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

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: Tiburcio Vasquez Health Center, Inc

PRINCIPAL: Andrea Schwab-Galindo TITLE: Chief Executive Officer

SIGNATURE:  DATE: 1/25/2021

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI”

means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or

violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

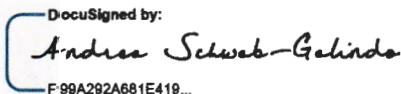
VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

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

Name: Tiburcio Vasquez Health Center, Inc.

By (Signature):  F 99A292A681E419...

Print Name: Andrea Schwab-Galindo

Title: Chief Executive Officer

Exhibit F

Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.

2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).

3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit

finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

Exhibit G
SLEB WAIVER

1. Please check appropriate box and complete department/contact information below.

Requesting Department GSA Procurement managing the competitive process
Department: Health Care Services Agency Primary Requestor*: Laniana Lewaseni Email: Laniana.Lewaseni@acgov.org Telephone #: (510)667-7408
(Optional) Secondary Requestor*: Email: Telephone #:
GSA Procurement/Auditor: Same as Department Contact Contact Name: Elizabeth Guzman Email: elizabeth.guzman@acgov.org Telephone #: (510)272-6579

2. Recommended Vendor (Name): Tiburcio Vasquez Health PO#: 6615 REQ#:

Country: United States
Street Address: 22331 Mission Blvd City: Hayward State: California Zip: 94541

3. Procurement Type (check all appropriate boxes below):

New Contract Renewal Contract Contract Amendment-Term Contract Amendment-Value Other

4. Total PO/Contract Value (including increase, if any) \$1246806.00 ; Increase Value (if any) \$0.00

Contract Term Start Date 01/07/2021 End Date 06/30/2021 OR One-Time Purchase

5. Goods/Services Procurement Description:

to continue providing emergency and preventative dental care at the Hayward Firehouse Clinic for the low income, vulnerable population of Hayward.
754 characters remaining.

6. Brief explanation of why goods/services are required:

Firehouse Clinic is very crucial in ensuring that our vulnerable, low income population have access to this affordable dental services which will be delivered by Tiburcio Vasquez Health Center, Inc (TVHC)
597 characters remaining.

7. Date Goods/Services Needed: 01/07/2021

a. What are the consequences if the date goods/services needed is not met?

Hayward have access to affordable dental services. Also, not allowing the services to lapse for the month of January will maintain a good relationship between the service provider and the target population.
506 characters remaining.

8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:

TVHC is a community-based 501(c)(3) non-profit corporation and federally qualified health center (FQHC) providing direct services on behalf of the County. TVHC originated as a direct response to the County's overall lack of access to health care, growing health disparities of local migrant
289 characters remaining.

9. IF APPLICABLE: New Sole Source submitted to Procurement Department: OR Existing Approved Exception on File: OR Not Applicable:

10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

a. This is a continuation of services. In the initial contract, the vendor was engaged through the Board's approval to waive the County's competitive bidding process. The para below was copied from the Board Letter selection process. Also attached are the draft board letter and draft 4th
114 characters remaining.

Master Contract No. 900214
Procurement Contract No. 12721

List of items or selected portions of work proposed to be performed by certified business in order to increase the likelihood of achieving the stated goal:

b.

n/a

897 characters remaining.

Description of information provided to certified contractors/subcontractors regarding the plans, specifications and anticipated time schedule for portions of the work to be performed:

c.

Attached is the First amendment to contract which contains detailed description of services to be performed by TVHC.

784 characters remaining.

Supporting Documents:

[Final BL TVHC Firehouse Clinic 4th Amnd.docx](#)
[Final TVHC Firehouse 4th Amnd Time Extension Only Amendment.docx](#)
[Dental Services reference Contract TVHC 1st Amendment.pdf](#)

11. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source Program?

Yes:

No:

If No, explain:

The vendor is a non-profit organization providing direct services to residence on behalf of the County.

797 characters remaining.

Expedite? (Check this box to expedite processing)

12. Related SLEB Waiver Requests:

13. Department Certification: I certify to the accuracy of the preceding statements,

JTNGUYEN

Signature of Agency/Department Head
or Designee or GSA Procurement Manager (if GSA Procurement managed the process)

James Nguyen

Print Name

01/07/2021

Date

OAP to complete below:

A. Request Approved: Waiver Valid Through: 06/30/2021 SLEB Waiver Number: 7229

Reason: Community-based 501(c)(3) non-profit organizations providing services to County residents are exempt from the SLEB requirement.

773 characters remaining.

RCHUON

Signed by GSA-Office of Acquisition Policy (Required)

01/07/2021

Date

Go Back

EXHIBIT O

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

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

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

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

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

NAME: Tiburcio Vasquez Health Center, Inc

PRINCIPAL: Andrea Schwab-Galindo TITLE: Chief Executive Officer

SIGNATURE:  F99A292A681E419... DATE: 1/25/2021