

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
ALEX BRISCOE, Director



AGENCY ADMIN. & FINANCE
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452 Fax: (510) 351-1367

Agenda _____ March 29, 2011

February 15, 2011

The Honorable Board of Supervisors
Administration Building
Oakland, CA 94621

Dear Board Members:

SUBJECT: RENEWAL CONTRACT WITH YALE UNIVERSITY, SCHOOL OF MEDICINE TO PROVIDE CONTINUATION OF CONSULTATION AND TRAINING SERVICES UNDER THE PROGRAM RECOVERY-BASED SYSTEMS TRANSFORMATION (RBST).

RECOMMENDATION:

That your Board approve and sign a renewal contract with Yale University (Yale PRCH), (Principal: Patricia Ingellis, Grant and Contract Manager, Office of Grant & Contract Administration; Location: New Haven, CT) to continue provision of consultation and training services under the Program Recovery and Community Health (PRCH) from March 1, 2011 through January 31, 2012 for a contract amount not to exceed \$260,896. (Procurement Contract #5738)

SUMMARY:

On June 10, 2008, your Board approved a contract agreement with Yale PRCH to provide consultation and training that will result in the integration of Wellness Recovery Resiliency policies, strategies and practices into the culture and operations of programs funded under the terms of the Mental Health Services Act of 2004 (MHSA). Upon completion of this first contract, BHCS has deemed to expand to practical applications the PRCH recommendations to two pilot programs: ABCI and CHOICES. Assets Based Community Inclusion (ABCI) is a methodology to develop skills in consumers to identify and use existing community resources and build viable community connections. CHOICES is a large scale pilot project in Alameda County's adult mental health system to promote wellness and recovery for mental health consumer participants and to bring about organizational transformation directly.

DISCUSSION

The terms of the renewal contract will result in the completion of two projects: 1) Assets Based Community Inclusion, Application for Mental Health Populations (ABCI); and 2) CHOICES for Community Living. These two projects are part of the MHSA Recovery-Based Systems Transformation (RBST) begun in 2008 and need to be completed for BHCS to fulfill its obligation to the State under the MHSA plan to provide effective wellness and recovery-oriented services to consumers.

ABCI's objective is to develop skills in consumers with the support and partnership of providers, to live successfully in their communities. Yale PRCH will guide, train and offer "explorer groups" to small groups of consumers and train department staff and providers to support those consumers as they use ABCI skills. By using ABCI, consumers shift from a narrow "patient/institutionalized" role to acting as



citizens who comfortably use community resources to support their recovery and pursue a life outside of the mental health system. The proposed pilot project is expected to be in four phases:

- Phase 1 – Start up (site preparation and evaluation design);
- Phase 2 – ABCI Training (technology transfer to BHCS program staff and service/provider teams);
- Phase 3 - ABCI Mentoring; and
- Phase 4 – ABCI Pilot Evaluation and Report.

The initial design of the CHOICES for Community Living Program Evaluation was completed in late 2009. The continuation of the consultation services will help complete the evaluation design and begin implementation of the CHOICES Program evaluation. The objectives of the CHOICES Program will be accomplished by integrating evidenced-base practices in peer mentoring, housing, employment and care management for individuals drawn from the nearly 3,500 adults with a serious mental health disorder who are a primary target population of BHCS

SELECTION CRITERIA:

GSA Purchasing issued a "Finding of Non-competition – Exception to Sole Source Policy" dated March 27, 2008 in accordance with the County Administrative Code Section 4.12.010, "Purchases to be by Competitive Quotation," for Yale PRCH approving department's request for waiver of county competitive bidding requirement. The Office of Acquisition Policy (OAP) issued waiver #804 on March 10, 2011.

FINANCING:

Funding for this contract is included in the Mental Health Services Act BHCS's budget. There will be no increase in net County cost.

Very truly yours,



Alex Briscoe, Director
Health Care Services Agency

AB/mw/ddc
Cc: County Administrator
County Counsel
Auditor-Controller



804

OFFICE OF ACQUISITION POLICY (OAP)

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS*

For ALL Requests over \$3,000: Complete 1-9 & 10 below (First Source) if over \$100,000, sign and print your name on line 11, submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to nakia.neal@gov.org. Upon approval, the procurement will be processed by GSA Purchasing.

For Requests over \$25,000, a SLEB Waiver Number will be issued. This number is required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (as appropriate, with Waiver Number) and denials to Requesting Departments, GSA Purchasing and Auditor Controller Office of Contract Compliance (OCC).

GSA OAP
MAR 09 2011
RECEIVED

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

Requesting Department GSA Purchasing managing the competitive process

Department: BHCS Contact: Diana Cruz Email: Dcruz@acbhcs.org Telephone #: 777-2207 tie 3

2. Recommended Non-SLEB Vendor (Name): Yale University

Street Address: 47 College Street Ste 203, PO Box 208047 City, State & Zip: New Haven, CT 06520-8047

3. Total Contract Value: \$274,356 Contract Term Start Date March 1, 2011 End Date January 31, 2012 One-Time Purchase

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

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

5. Goods/Services Procurement Description: Continue Dept programs started with Yale under the Yale Program on Recovery and Community Health namely 1) Design and implementation of the CHOICES Evaluation and 2) Assets Based Community Inclusion Pilot

6. Brief explanation of why goods/services are required: Implement Mental Health Services Act (MHSA) Plans as submitted to the State

7. Date Goods/Services Needed: October 1, 2010

a. What are the consequences if the date goods/services needed is not met? These projects are part of the MHSA Recovery-Based Systems Transformation (RBST) began in 2008 and need to be completed for the department to fulfill its obligations under that Plan to provide effective wellness and recovery oriented services to consumers.

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

9. Explain what attempts were made to locate a SLEB prime or subcontractor(s), including: Not Applicable - Exception to Sole Source Yale University was granted by BOCO on 3/28/2008 an Exception to Sole Source Policy - attached.

a. 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

b. 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: _____

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

10. 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 nature of services to be rendered by Yale University and its location in New Haven, CT will not allow vendor to comply with the First Source Program.

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

Julie Fung Signature of Agency/Department Head or Designee or GSA Purchasing Manager (if GSA Purchasing managed the process) Julie Fung Print Name 3-7-11 Date

OAP to complete below:

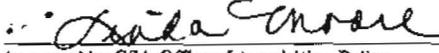
A. Request Approved: Waiver Valid Through 01/31/2012 SLEB Waiver Number:

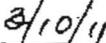
Reason: Services from Ed. institution are program exempt

804

B. Request Denied:

Reason: _____


Approved by GSA-Office of Acquisition Policy (Required)


Date

*Procurements using Federal grant funds that prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller OCC *prior* to soliciting bids/proposals and awarding contracts. See the Waiver Request Procedure for Federal Grant Funds Procurements in UPM (in the online County Document Center) for further information or contact the OCC at (510) 891-5500.



711

OFFICE OF ACQUISITION POLICY (OAP)
REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS*

For ALL Requests over \$1,000: Complete 1-9 & 10 below (First Source) if over \$100,000, sign and print your name on line 11, submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to nakia.neal@gov.org. Upon approval, the procurement will be processed by GSA Purchasing.

For Requests over \$25,000, a SLEB Waiver Number will be issued. This number is required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (as appropriate, with Waiver Number) and denials to Requesting Department, GSA Purchasing and Auditor Controller Office of Contract Compliance (OCC).

GSA-OAP
AUG 18 2010
RECEIVED

- Please check appropriate box and complete department/contact information below.
 Requesting Department GSA Purchasing managing the competitive process
 Department: BHCS Contact: Diana Cruz Email: DCruz@acfbhes.org Telephone #: 771-2207 tie 3
- Recommended Non-SLEB Vendor (Name): Yale University
 Street Address: 47 College Street Ste 203, PO Box 208047 City, State & Zip: New Haven, CT 06520-8047
- Total Contract Value: \$224,156 Contract Term Start Date: October 1, 2010 End Date: September 30, 2011 One-Time Purchase
- Procurement Type (check all appropriate boxes below):
 New Contract Renewal Contract Contract Amendment-Term Contract Amendment-Value Other: _____
- Goods/Services Procurement Description: Continue Dept programs started with Yale under the Yale Program on Recovery and Community Health namely 1) Design and Implementation of the CHOICES Evaluation and 2) Assets Based Community Inclusion Pilot
- Brief explanation of why goods/services are required: Implement Mental Health Services Act (MHSA) Plans as submitted to the State
- Date Goods/Services Needed: October 1, 2010
 a. What are the consequences if the date goods/services needed is not met? These projects are part of the MHSA Recovery-Based Systems Transformation (RBST) begun in 2008 and need to be completed by the department to fulfill its obligations under that Plan to provide effective wellness and recovery oriented services to consumers.
- Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and why they are unable to subcontract with a SLEB(s) for a minimum of 20%:
- Explain what attempts were made to locate a SLEB prime or subcontractor(s), including: Not Applicable - Exception to Sole Source Yale University was granted by BOCC on 3/28/2008 an Exception to Sole Source Policy - attached.
 - 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
 - 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:
 - Description of information provided to certified contractors/subcontractors regarding the plans, specifications and anticipated time schedule for portions of the work to be performed:
- 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 nature of services to be rendered by Yale University and its location in New Haven, CT will not allow vendor to comply with the First Source Program.

11. Department Certification: I certify to the accuracy of the preceding statements.
Diana P. Cruz DIANA P. CRUZ 8-17-10
 Signature of Agency/Department Head or Designee or GSA Print Name Date
 Purchasing Manager (if GSA Purchasing managed the process)

OAP to complete below:
A. Request Approved: Waiver Valid Through 09/30/11 SLEB Waiver Number: 711
 Reason: Exempt from Educational Dist - Exempt
 B. Request Denied:
 Reason: _____

Lynda Moore
Approved by GSA-Office of Acquisition Policy (Required)

9/20/10
Date

*Procurements using Federal grant funds that prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller OCC prior to soliciting bids/proposals and awarding contracts. See the Waiver Request Procedure for Federal Grant Funds Procurements in UPM (in the online County Document Center) for further information or contact the OCC at (510) 891-5500.

9/21/10
Per Diana Cruz
new contract - continuing program
pending draft board letter & additional documentation.



BOCO

MAR 28 2008

RECEIVED

March 27, 2008

TO: Doris Bryant, Assistant Director, GSA Purchasing

FROM: Tudor S. Mosu, Procurement Specialist II, GSA Purchasing *TSM*

SUBJECT: Finding of Non-Competition - Exception to Sole Source Policy

This is to document my finding that competitive bidding is not possible for the purchase of "consultation and training in recovery-based systems transformation (RBST)" in the amount of \$632,000 (six hundred thirty-two thousand) for the Behavioral Health Services (BHSVC) Department. Therefore, the Departmental Justification to Request a Waiver of County Competitive Bidding Requirement, copy attached, is approved.

In accordance with the County Administrative Code Section 4.12.010 entitled "Purchases to be by Competitive Quotation", all purchases of and contracts for materials, supplies, services, furnishings, equipment, livestock, and other personal property shall be based wherever possible on competitive quotations.

I have reviewed the attached Departmental Justification to Request a Waiver of County Competitive Bidding Requirement. I have determined that the requested service and supplier cannot be substituted to satisfy the County's requirements. Contractor Yale University-School of Medicine-Department of Psychiatry-Program on Recovery and Community Health (PRCH) located in New Haven, CT is the only organization capable of offering a successful completion of the consultation and training in RBST as required by department in accordance with its specific functions and conditions. Refer to the Sole Source Policy exception under Section V.B-Procurement of educational services from non-profit organizations. Therefore, this is an acknowledged exception and the request is recommended for your approval. The BHSVC Department is to obtain Board approval for services that exceed \$25,000.

GSA Purchasing:

Approved: *[Signature]*
Senior Procurement Specialist

[Signature]
~~Joanne Solis~~, Purchasing Manager

GARY HOLM, INTERIM P.M.

GSA Business Outreach and Compliance Office:

SLEB Compliant: _____ Waiver Approved/Reason: *Instit. of higher learning SLEB exempt.*

First Source Compliant: _____ Waiver Approved/Reason: *Out of State.*

Linda Moore 4/1/08
Linda Moore, Business Outreach Officer

Pedro Valencia 4/3/08
Pedro Valencia, Deputy Director

Approved: *[Signature]*
Doris Bryant, Assistant Director, GSA

Date: *4/1/08*

Attachment(s)

I:\PURCHASING\PURCHGEMMASTERS\Sole Source or Finding or Non-Competition\Finding of Non-Competition memo.doc

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of *February 1, 2011*, is by and between the *County of Alameda*, hereinafter referred to as the "County", and *Yale University*, a non-profit corporation organized and existing under and by virtue of a special charter granted by the General Assembly of the Colony and State of Connecticut, having its principal offices at Grant & Contract Administration, 47 College Street, Suite 203, New Haven, CT 06520 hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to provide continuation of consultation and training services under the Program Recovery and Community Health which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide continuation of consultation and training services under the Program Recovery and Community Health, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Business Associate Provisions (HIPAA)

The term of this Agreement shall be from *March 1, 2011 through January 31, 2012*.

The compensation payable to Contractor hereunder shall not exceed *Two Hundred Sixty Thousand Eight Hundred and Ninety Six Dollars (\$260,896)* for the term of this Agreement.

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

COUNTY OF ALAMBDA

YALE UNIVERSITY

By: _____
Signature

By:  _____
Signature

Name: _____
(Printed)

Name: Patricia Ingellis
Grant & Contract Manager
(Printed) Contract Administration 1

Title: President of the Board of Supervisors

Title: _____

Date: 2-14-11

Approved as to Form:

By:  _____
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and

further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

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

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: *COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 400
Oakland, CA 94606-5300
Attn: Margaret Walkover M.P.H.,
Director, Wellness Recovery and Resiliency*

To Contractor: *Yale University, School of Medicine
Office of Grant & Contract Administration
47 College Street, Suite 203
P.O. Box 208047
New Haven, CT 06520-8047
Attn: Patricia Ingellis, Grant and Contract Manage*

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its *continuation of proprietary consultation and training services under the Recovery and Community Health Program* shall not exceed \$260,896 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of

participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

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

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
- 36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Make changes to “General Terms and Conditions” as follows:

1. INDEPENDENT CONTRACTOR: Item 1

Delete Item 1, Paragraph 3

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such amounts.

Replace with as follows:

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees.

Delete Item 1, Paragraph 6

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week’s notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

Replace with as follows:

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, Contractor shall be liable for any income tax amount owed by Contractor.

2. INDEMNIFICATION: Item 2

Delete Item 2

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the

loss there from, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Replace with as follows:

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of the Contractor's negligent or willful misconduct in performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of the Contractor's negligent or willful misconduct in performance of this agreement (collectively "Liabilities") except where such Liabilities are caused by the negligence or willful misconduct of any indemnitee. Upon approval of Contractor, the County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. Delete Item 4, Prevailing Wages.

4. CONFORMITY WITH LAW AND SAFETY: Item 6.

Delete Paragraph 6.a.

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines,

penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

Replace with as follows:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any third party claims due to Contractor's failures to comply with such laws, ordinances, codes and regulations.

Delete Paragraph 6.b.

Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

Replace with as follows:

- a. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall promptly notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

5. Ownership of Documents: Item 11

Delete Item 11

Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including

computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

Replace with as follows:

Contractor represents and certifies that it has obtained all necessary consents and licenses for its use in connection with this Agreement regarding any materials owned by other parties or in which other parties have any form of proprietary rights. County shall be free to use all documents and materials provided by Contractor under this Agreement for its own use.

6. CONFLICT OF INTEREST; CONFIDENTIALITY: Item 12.

Delete Item 12

The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

Replace with as follows:

To its best knowledge and belief, the Contractor certifies that it presently has no interest, and shall not knowingly have any interest, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any proprietary information made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person, except those parties who have a need to know for performance of this Agreement. The Contractor agrees to promptly notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective three (3) years after termination of services to the County hereunder.

The following shall be exceptions to confidentiality:

- (i) information that is previously know by the receiving party;
- (ii) information that is revealed by third parties through no fault of the receiving party;
- (iii) information which is or becomes publicly known through no fault of receiving party;
- (iv) information that is independently developed by the receiving party without the use of the disclosing party's confidential information;
- (v) information that is required to be disclosed by law;
- (vi) information reasonably necessary to protect recipient's interest in a lawsuit, alternative dispute resolution process, government investigation, or insurance claim;

7. Notices: Item 13.

Delete Item 13, paragraph 4

Addresses for purpose of giving notice are as follows:

To County: *COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 400
Oakland, CA 94606-5300
Attn: Margaret Walkover M.P.H.,
Director, Wellness Recovery and Resiliency*

To Contractor: *Yale University, School of Medicine
Office of Grant & Contract Administration
47 College Street, Suite 203
P.O. Box 208047
New Haven, CT 06520-8047
Attn: Patricia Ingellis, Grant and Contract Manager*

Replace Item 13, paragraph 4 with as follows:

Addresses for purpose of giving notice are as follows:

To County: *COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 400
Oakland, CA 94606-5300
Attn: Margaret Walkover M.P.H.,
Director, Wellness Recovery and Resiliency*

To Contractor: *Yale University, School of Medicine
Office of Grant & Contract Administration*

*47 College Street, Suite 203
P.O. Box 208047
New Haven, CT 06520-8047
Attn: Patricia Ingellis, Grant and Contract Manager*

*And a copy of notice to:
Larry Davidson
Department of Psychiatry,
300 George Street, Suite 901
New Haven, CT 06520*

**8. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES
PROVISIONS: Item 15.**

Delete Item 15.d.

- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

9. AUDITS; ACCESS TO RECORDS: Item 17.

Delete Item 17.

The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any

pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

Replace with as follows:

Upon advance notice and during regular business hours, the Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

10. TIME OF ESSENCE: Item 19

Delete Item 19

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

11. TERMINATION: Item 20.

Delete Item 20

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its *continuation of proprietary consultation and training services under the Recovery and Community Health Program* shall not

exceed \$260,896 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

Replace with as follows:

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor forty-five (45) days prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its *continuation of proprietary consultation and training services under the Recovery and Community Health Program* shall not exceed \$260,896 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

12. SMALL AND LOCAL EMERGING BUSINESS PARTICIPATION:

Item 21

Delete the following language in Item 21 as follows:

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

13. FIRST SOURCE PROGRAM: Item 22

Delete Item 22

14. CHOICE OF LAW:

Delete Item 23.

This Agreement shall be governed by the laws of the State of California.

Replace with as follows:

The parties agree to remain silent in regard to choice of law.

15. ADVERTISING OR PUBLICITY: Item 27

Delete Item 27

Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

Replace with as follows:

Neither party shall use the name of the other party, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the other party in each instance.

16. PATENT AND COPYRIGHT INDEMNITY: Item 33

Delete Item 33

Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may

defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

Replace with as follows:

Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right.

Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

17. OTHER AGENCIES: Item 34

Delete Item 34

18. EXTENSION: Item 35

Delete Item 35

This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.

Replace with as follows:

This agreement may be extended for two additional one year terms by mutual written agreement of the County and the Contractor.

19. Add Exhibit E, Business Associate Provisions (HIPAA)

County Counsel Signature:  Date: 2/24/11



OFFICE OF ACQUISITION POLICY (OAP)

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS*

For ALL Requests over \$3,000: Complete 1-9 & 10 below (First Source) if over \$100,000, sign and print your name on line 11, submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to nakja.neal@acgov.org. Upon approval, the procurement will be processed by GSA Purchasing.

For Requests over \$25,000, a SLEB Waiver Number will be issued. This number is required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (as appropriate, with Waiver Number) and denials to Requesting Departments, GSA Purchasing and Auditor Controller Office of Contract Compliance (OCC).

GSA-OAP
AUG 18 2010
RECEIVED

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

Requesting Department GSA Purchasing managing the competitive process

Department: BHCS Contact: Diana Cruz Email: Dcruz@acbhcs.org Telephone #: 777-2207 tie 3

2. Recommended Non-SLEB Vendor (Name): Yale University

Street Address: 47 College Street Ste 203, PO Box 208047 City, State & Zip: New Haven, CT 06520-8047

3. Total Contract Value: \$274,356 Contract Term Start Date October 1, 2010 End Date September 30, 2011 One-Time Purchase

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

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

5. Goods/Services Procurement Description: Continue Dept programs started with Yale under the Yale Program on Recovery and Community Health namely 1) Design and Implementation of the CHOICES Evaluation and 2) Assets Based Community Inclusion Pilot

6. Brief explanation of why goods/services are required: Implement Mental Health Services Act (MHSA) Plans as submitted to the State

7. Date Goods/Services Needed: October 1, 2010

a. What are the consequences if the date goods/services needed is not met? These projects are part of the MHSA Recovery-Based Systems Transformation (RBST) begun in 2008 and need to be completed for the department to fulfill its obligations under that Plan to provide effective wellness and recovery oriented services to consumers.

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

9. Explain what attempts were made to locate a SLEB prime or subcontractor(s), including: Not Applicable - Exception to Sole Source Yale University was granted by BOCO on 3/28/2008 an Exception to Sole Source Policy - attached.

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

10. 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 nature of services to be rendered by Yale University and its location in New Haven, CT will not allow vendor to comply with the First Source Program.

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

Diana D. Cruz DIANA D. CRUZ 8-17-10
 Signature of Agency/Department Head or Designee or GSA Purchasing Manager (if GSA Purchasing managed the process) Print Name Date

OAP to complete below:

A. Request Approved: Waiver Valid Through 09.30.11 SLEB Waiver Number: 711

Reason: Services from Educational Inst. - Exempt

B. Request Denied:

Reason: _____

Linda Moore

Approved by GSA-Office of Acquisition Policy (Required)

9/20/10
Date

*Procurements using Federal grant funds that prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller OCC *prior* to soliciting bids/proposals and awarding contracts. See the Waiver Request Procedure for Federal Grant Funds Procurements in UPM (in the online County Document Center) for further information or contact the OCC at (510) 891-5500.

9/21/10

Per Diana Cruz

new contract - continuing program

pending draft board letter & additional documentation.

**EXHIBIT A
DEFINITION OF SERVICES**

1. Contractor shall provide continuation of consultation and training services under the Program **Recovery-Based Systems Transformation (RBST)** in accordance with “Description of Services” section of Contractor’s Proposal. Said sections are incorporated herein by reference and attached hereto as Exhibit A-1 “Assets Based Community Inclusion Pilot” and Exhibit A-2 “CHOICES Evaluation”.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence.

2. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

3. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

Project Phase and Timeline	Deliverables	Consulting Days	Travel to California
<p>Phase #1: “Project Team Start-Up and Evaluation Design”</p> <p>March 15, 2011 through April 30, 2011</p>	<p>Meet with Adult System of Care Director and Transition Age Youth System of Care Directors to confirm which three programs will be included as Project Teams</p> <p>Complete start-up meetings with three project team leaders.</p> <p>Complete start-up meetings with staff from each team participating in project: two peer providers and one project staff.</p> <p>Complete client eligibility criteria</p> <p>Complete review of client referrals into project.</p> <p>Complete evaluation design</p> <p>Complete first set of ABCI skill based trainings for project staff from all three teams</p>	<p>12 days</p> <p><i>(6 days X 2 consultants working independently)</i></p>	<p>2 trips</p>

<p>Phase #2: "ABCI Staff Training"</p> <p>May 1, 2011 through July 31, 2011</p>	<p>Complete second set of skill based ABCI trainings with all Project staff</p> <p>Complete first and second set of skill based mentoring meetings with each project team</p> <p>Complete four update meetings with ACBHS leadership (ASOC and TAY Directors)</p> <p>Complete Phase I: Project Evaluation</p>	<p>24 days</p> <p>18 days: (9 days x 2 consultants working as team)</p> <p>6 days: (3 days x 2 consultants working independently)</p>	<p>4 trips</p>
<p>Phase #3: "ABCI Implementatio n and Mentoring"</p> <p>August 1, 2011 through November 30, 2011</p>	<p>Complete third set of skill based ABCI trainings with all Project staff</p> <p>Complete third and fourth set of skill based mentoring meetings with each project team</p> <p>Meet with clients to review their skill set in identifying strengths and personal goals and mapping each of these to community resources and opportunities.</p> <p>Meet with Project staff to review how they implement ABCI with clients.</p> <p>Complete Phase II: Project Evaluation</p> <p>Complete four update meetings with ACBHS leadership (ASOC and TAY Directors)</p>	<p>24 days</p> <p>(2 consultants work separately)</p>	<p>3 trips</p>
<p>Phase #4: " ABCI Pilot Evaluation and Report"</p> <p>December 30, 2011 through January 31, 2012</p>	<p>Complete final phase of project evaluation.</p> <p>Completion of analysis on dissemination of ABCI Skills to additional programs.</p> <p>Present final report to ACBHS leadership (ASOC and TAY Directors) "Community Integration Outcomes for Clients Using ABCI"</p>	<p>12 days</p> <p>(2 consultants work as team)</p>	<p>3 trips</p>
<p>TOTALS</p>		<p>72 days</p>	<p>12 trips</p>

Exhibit A-1

Yale Program on Recovery and Community Health 2010 -2011 Sole Source Contract

Proposal to fund David Stayner and Dietra Hawkins' Consultation: Assets Based Community Inclusion Pilot

I. Background

Proposal Description: This pilot project addresses questions that support a redirection of our behavioral health care system. How can behavioral health care programs help clients make sustainable community connections – the kind that underwrite clients' progress in recovering outside of the mental health system? What practical skills do adult and transitional age youth (TAY) staff need to partner with clients in this goal? What skill sets help clients access community resources and supports that exist outside of the mental health system?

This twelve month pilot will answer these questions through a project that demonstrates the use of Assets Based Community Inclusion (ABCI) skills in 2 adult service teams (that are not part of the CHOICES program) and one TAY program. At the end of the pilot, each team or program will have 10 consumers with mastery of ABCI skills and two peer staff and one case manager trained to facilitate ABCI groups. The pilot allows all staff members in the two adult service teams and one TAY program to learn from the ABCI model and receive information about community resources each staff can share with the other consumers in their team or program. The pilot includes an evaluation; results will determine how the ABCI skill set and findings about community resources will be disseminated within the Adult and Transitional Age Youth Systems of Care. The budget request is \$186,552.

What is Assets Based Community Inclusion (ABCI)? ABCI is a methodology that clients use (with the support and partnership of providers), to live successfully in their communities. Opportunities to join ABCI "explorer groups" are offered to small groups of consumers, who use ABCI skills to discover community assets that match their own interests and life goals. By using ABCI, consumers shift from a narrow "patient / institutionalized" role to acting as citizens who comfortably use community resources to support their recovery and pursue a life outside of the mental health system.

ABCI offers four practical outcomes for behavioral health care programs:

- i. Consumers learn skills in how to support each other in exploring their local communities and gain confidence in their ability to access community resources
- ii. Consumers learn how to gather, organize and use information about the location of community resources and also how to share this information (social "asset maps") with other people
- iii. Consumers learn how to identify and connect with community opportunities and resources that match their own interests, life goals, and skills
- iv. Providers learn how to support groups of consumers in building ABCI skills and in making viable, individualized community connections.

ABCI has been shown to be effective in assisting many types of 'at risk' populations that are marginalized within their communities. Yale is the first group in the country to have successfully applied this technology with mental health consumers in Canada (Montreal) and with two major sites in Connecticut. Yale is currently developing a major ABCI effort with the Veterans Administration in Idaho, Colorado, Wyoming, and Utah.

II. Proposed Scope of Work

Based on the consultant's experience with ABCI implementation, project outcomes are best measured when implementation develops "on the ground" over the course of one year. The proposed project year will be completed in four phases, as described below. This pilot will be implemented within 2 adult service teams and one TAY program, engaging one group of approximately 10 consumers per team. Two peer staff and one case manager will be trained to facilitate ABCI groups at each team or program (eight "learning objectives" for the ABCI Pilot are attached to the end of this proposal).

Phases of Work for the ABCI Pilot:

PHASE 1: Start Up - Site Preparation and Evaluation Design = 12 consulting days

6 days x (2 consultants working independently)

- Meetings with 2 adult Service Teams and one TAY Program
- Provide guidelines and assistance for hiring 6 ABCI peer providers
- Meetings with 3 ABCI teams (1x.25 Professional; 2 x.5 Peer Providers per team)
 - Meetings with Adult and TAY Services leadership
- Working with ASOC and TAY Directors, choose community evaluation outcome measures (quantitative and qualitative)
- Develop quantitative / qualitative evaluation design and implement evaluation of current (baseline) community integration and connections for 2 adult service teams and one TAY program (30 targeted consumers).

PHASE 2: ABCI Training (Technology Transfer to Service Team and TAY Program Staff = 24 Training days

- 3 training days x 3 teams x 2 consultants = 18 days
- Post training (pre-implementation) follow-up: 2 Consulting days x 1 consultant x 3 ABCI groups = 6 days

PHASE 3: ABCI Mentoring (during Implementation) = 27 consulting days

- 6 ABCI Mentoring days x 3 sites x 1 consultant = 18 days
- 3 Follow-up consulting days x 3 sites x 1 consultant = 9 days

PHASE 4: ABCI Pilot Evaluation and Report- 9 consulting days

- Complete community integration and connections outcome survey
- Analyze evaluation findings and describe:
 - pilot project impact on 30 targeted consumers and 3 ABCI groups
 - ABCI "lessons learned" and technology transfer to staff of 2 adult service teams and one TAY program
 - Next steps in dissemination of ABCI skills/resources to other Adult and TAY programs
- Meeting with Adult service team and TAY program directors
- Meetings with 2 Adult Service Team and one TAY Program managers / staff to brief them on ABCI pilot findings
- Write summary report
- Regular briefings with ASOC and TAY directors and BHCS Exec Admin as requested.

III. Budget Request for ABCI Pilot Proposal

The consultation will involve Dr. Stayner and Dr. Hawkins for 72 consultation days over a twelve month period (as described in the "Proposed Phases of Work" section, above. The onsite work will require one trip to Alameda County per month for two consultants, who will work both separately with individual service teams and together while "on the ground."

With the above stated assumptions, the proposed budget for the requested twelve month period is as follows:

Consulting Fee: \$1,700 per day x 72 days =	\$122,400
Indirect: 15% X consulting fee =	\$ 18,360
Travel Expenses: (Itemized with supporting receipts)	
\$3,816 per month x 12 months=	\$ 45,792
Total funding request for 12 month period:	\$186,552

**ATTACHMENT:
Learning Objectives for Service Teams Participating in ABCI Pilot**

Service Team staff who participate in the ABCI Pilot will master competencies that produce the following outcomes:

1. Learn to help clients become community asset mappers (“community explorers”) in pairs or small groups. This community exploration is guided by each client’s own interests, skills, life goals and practical hope for a more meaningful life.
2. Learn to help clients work in groups to share the community destinations, assets, and opportunities they have discovered, building their own evaluative markers (i.e, a community destination that is welcoming – you can “feel comfortable being yourself there”) – informed by evaluative markers developed in other ABCI projects
3. Learn to help these client asset mapping groups work together (partnering with peers and professionals) to build socially constructed community maps that identify assets and community integration opportunities. These opportunity / asset maps are constructed by the consumers, rather than by outside experts, which helps to validate (and increase) consumers’ internal capacity to make transitions into community living.
4. Learn to help clients match their own (and each other’s) interests, passions and life goals with corresponding community assets and opportunities
5. Learn to help clients share with each other (and providers) personal experiences/stories of discovering and connecting with self-chosen community assets and opportunities – practical examples of moving forward by making sustainable community connections that undergird progress in recovering and community living
6. Learn how to help clients recognize, respect and celebrate connections that they make with community assets and opportunities (signs recovery progress) – to help clients build lasting forward momentum
7. Learn strategies and tools to help clients deal with negative, discriminative, stigmatizing community encounters – seeing these experiences as inevitable set backs in gradual, non-linear progress in recovering and community living
8. Learn to help clients discover, identify, and connect with their internal sources of resilience and hope for their own future

Exhibit A-2

Yale Program on Recovery and Community Health 2010 -2011 Sole Source Contract

Proposal to fund Priscilla Ridgway's Consultation: Design and Implementation of the CHOICES Evaluation

Background

The initial design of the CHOICES for Community Living Program Evaluation was completed in late 2009 with significant contributions by Dr. Priscilla Ridgway, who worked with us through the Yale contract. We contracted with Drs. Edward Cohen and Sarah Taylor, both on the faculties of local universities, to work with us on refinements to the design and to implement the evaluation over the next five years. Dr. Ridgway continued to consult on the evaluation and to help us prepare for its launch.

The Yale contract expired on June 30th. We are requesting that Executive Admin approve inclusion of this proposal in its 2010-2010 Sole Source contract with the Yale Program on Recovery and Community Health. This proposal funds a consultation by Dr. Priscilla Ridgway and would include 2 to 3 on-site and 1 off-site consulting days per month for a 9-month period (concluding at the end of the fiscal year). The budget request is \$74,344. The consultation is designed to help complete the design and begin implementation of the CHOICES Program evaluation.

Proposed Scope of Work

This proposal is for consultation services to the CHOICES for Community Living Program that will help finalize the evaluation methods, contribute to the training of evaluation and program staff, solidify the fidelity evaluation, set the stage for on-going quality improvement and introduce dissemination of the program evaluation findings within the larger system. More specifically, the consultant will perform activities including but not limited to:

- 1) Work with the evaluation team to finalize methodologies for evaluating social networking and social capital, and for planning the design of such qualitative methods as participant focus groups, "Speak Outs", and Photovoice.
- 2) Provide consultation for select CHOICES program staff on training topics such as evidence based practices, particularly pertaining to the Strengths Approach for case management staff.
- 3) Assist in training peer researchers in quantitative and qualitative research methods
- 4) Assist the evaluation team in working with the four domain directors to finalize their domain protocols as a precursor to and basis for the development of fidelity assessment instruments.
- 5) Assist the evaluation team in working with the four domain directors to develop domain-specific evaluation team methods to be used later to assess the fidelity with which each domain is implementing their stated model.
- 6) Work with the evaluation team and the Design Team to formulate the roles and responsibilities of the Quality Improvement Coordinating Committee and assist the evaluators in translating formative evaluation findings into quality improvement activities.
- 7) Assist the Director of Adult Services in designing an initial dissemination of CHOICES methods, values and data-based results within the larger environment of the service teams, conveying the preliminary findings through use of a variety of creative and tested methods.

Budget Request for CHOICES Evaluation Proposal (Ridgway)

The consultation will involve Dr. Ridgway for the equivalent of 30 consultation days over a nine-month period. On average, Dr. Ridgway will spend 2 to 3 days per month working onsite in Alameda County and 1 day per month working offsite in her own office. The onsite work will require one trip to Alameda County per month during the nine-month period.

With the above stated assumptions, the proposed budget for the requested nine-month period is as follows:

Consulting Fee: \$1,700 per day x 30 days =	\$51,000
Indirect: 15% X consulting fee =	\$7,650
Travel Expenses: (Itemized with supporting receipts)	
\$2,242 per month x 7 =	\$15,694
Total funding request for 9-month period:	\$74,344

**Payment Term
Exhibit B**

- Total payment under the terms of this Agreement will not exceed the total amount of *Two Hundred Sixty Thousand Eight Hundred and Ninety Six Dollars (\$260,896)* for the period of the contract. This cost includes all taxes and all other charges.

Expense Categories	ABCi Pilot Consultant/ Dr. David Stayner & Dr. Dietra Hawkins	CHOICES Evaluation Consultant/ Dr. Priscilla Ridgway	Total
Consultant Services – Not to exceed	\$1,700 per day/ 72 days = \$122,400	\$1,700 per day/ 30 days = \$51,000	\$173,400
Traveling Expenses – Not to exceed (itemized with supporting receipts)	12 trips @ \$3,816 per trip = \$45,792	7 trips @ \$2,242 per trip =\$15,694	\$61,486
Indirect Cost – (Operating Expenses) Not to exceed 15% of Consultant Services amount	\$18,360	\$ 7,650	\$26,010
Total Contract Amount – Not to exceed	\$ 186,552	\$74,344	\$260,896

- County will pay Contractor 30 days upon receipt of invoice for services performed pursuant to this Agreement. Invoices must be submitted separately to reflect services that were provided to ABCi Pilot (Exhibit A-1) and CHOICES Evaluation services (Exhibit A-2). In addition, actual traveling expenses incurred must be itemize with supporting receipts.
- Invoices will be approved by the County’s representative: *Behavioral Health Care Services Director of Wellness Recovery and Resiliency, Margaret Walkover M.P.H.* or her designee. All invoices under this Agreement shall be sent to:

*COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 101
Oakland, CA 94606-5300
Attn: Julie Fung, Financial Services Specialist II*

4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule, work plan, timelines, and deliverables governing the timely performance of Contractor's services hereunder. The agreed upon schedule, work plan, timelines, and deliverables shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance to the schedule as agreed upon by County and Contractor.
6. The term of this Agreement is *March 1, 2011 through January 31, 2012*.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
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: \$100,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - 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. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF INSURANCE

ISSUE DATE
2/15/2011

PRODUCER

MCIC VERMONT, INC.
76 St. Paul Street
Suite # 500
Burlington, VT 05402-1530
(770) 551-5060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MCIC VERMONT, INC. (A RISK RETENTION GROUP)
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Yale University School of Medicine
Dept. of Psychiatry
333 Cedar Street
New Haven, CT 06510

COVERAGE

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS CONTRACTOR'S PROT. <input type="checkbox"/> _____	PR1111	01/01/2011	12/31/2011	GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$ 2,500,000.00
					FIRE DAMAGE (Any One Item)	\$
					MED EXPENSE (Any One Per)	\$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
<input type="checkbox"/>	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEM

For General Liability Coverage for the contract with The County of Alameda to provide consultative services to the CHOICES for Community Living Program. The County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, Agents, Employees & Representatives are additional insureds as their interests may appear in relation to this contract.

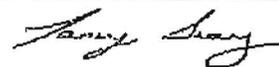
CERTIFICATE HOLDER

County of Alameda
Behavioral Healthcare Services
7200 Bancroft Ave., Suite 125B
Oakland CA 94605

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER:
PR1110

COMMERCIAL
LIABILITY

GENERAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

County of Alameda, its Board of Supervisors, the individual members thereof, and all county officers, agents, employees and representatives.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2010

PRODUCER
MARSH USA INC.
601 MERRITT 7
6TH FLOOR
NORWALK, CT 06856-8010
Attn: Norwalk.csrrequest@marsh.com Fax: 212-948-0929
78500 -ALL-GL-10-11

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
YALE UNIVERSITY
150 MUNSON STREET
P.O. BOX 208253
NEW HAVEN, CT 06520

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Educators Ins Risk Ret. Grp.	10020
INSURER B: Safety National Casualty Corp.	15105
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BLX 201000105200 "POLICY INCLUDES A SELF" "INSURED RETENTION" "OF \$500,000" "SELF INSURED FOR" "COMP. & COLL."	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	GLX201000105200	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ 500,000 \$ \$ \$
B	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below	PRP4042253 (AOS) SP 4042201 (CT)	07/01/2010 07/01/2010	07/01/2011 07/01/2011	<input checked="" type="checkbox"/> (WC STATU-TORY LIMITS) <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

RE: Yale School of Medicine contract agreement with Alameda County BHCS

CERTIFICATE HOLDER NYC-003532838-07

CANCELLATION

County of Alameda
Behavioral Health Care Services
Attn: Julie Fung
2000 Embarcadero Suite 101
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mac D. Nadel

MEMORANDUM OF INSURANCE						DATE 14-Feb-2011	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0474. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE			
INSURED YALE UNIVERSITY P.O. BOX 208253 NEW HAVEN, Connecticut 06520 United States				Co.A UNITED EDUCATORS INSURANCE			
				Co.B SAFETY NATIONAL			
				Co.C			
				Co.D			
COVERAGES							
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 MEMORANDUM 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.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	BLX 201000105200 SIR: \$500,000	01-Jul-2010 01-Jul-2010	01-Jul-2011 01-Jul-2011	GENERAL AGGREGATE	2,000,000	
					PRODUCTS - COMP/OP AGG	INCLUDED	
					PERSONAL AND ADV INJURY	500,000	
					EACH OCCURRENCE	500,000	
					FIRE DAMAGE (ANY ONE FIRE)		
					MED EXP (ANY ONE PERSON)		
A	AUTOMOBILE LIABILITY ANY AUTO	BLX 201000105200 SIR : \$500,000	01-Jul-2010 01-Jul-2010	01-Jul-2011 01-Jul-2011	COMBINED SINGLE LIMIT	500,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
A	EXCESS LIABILITY UMBRELLA FORM	GLX201000105200	01-Jul-2010	01-Jul-2011	EACH OCCURRENCE	25,000,000	
					AGGREGATE	25,000,000	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
B	WORKERS COMPENSATION /	SP 4042201(CT)	01-Jul-2010	01-Jul-2011	WORKERS COMP	Statutory	
					AGGREGATE		

B	EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE INCLUDED	PRP 4042253 (AOS)	01-Jul-2010	01-Jul-2011	LIMITS	
		SIR: \$1,000,000	01-Jul-2010	01-Jul-2011	EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
C	ALL RISK PROPERTY	AG428	01-Jul-2010	01-Jul-2011	LIMIT	50,000,000
					DEDUCTIBLE	250,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE 14-Feb-2011
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0474. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED YALE UNIVERSITY P.O. BOX 208253 NEW HAVEN, Connecticut 06520 United States	
ADDITIONAL INFORMATION I. This Memorandum of Insurance is provided for EVIDENCE PURPOSES ONLY with the following exception: As respects to the Commercial General Liability Policy, Additional Insured status is granted per the following wording from the Commercial General Liability Policy: Who is an Additional Insured includes any person or organization to whom any Included Entity is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only 1) to the extent of such obligation 2) for operations (other than commercial insurance operations) by or on behalf of that Included Entity or operation of facilities of that Included Entity or use of facilities by that Included Entity; and 3) if the contract or agreement is made prior to a covered Occurrence. II. As respects to the Commercial General Liability Policy, The Insurer agrees to waive any right of recovery they may have against any person or organization when Yale University has agreed to such a waiver prior to an Occurrence. III. Excluded from this Memorandum of Insurance is general liability and medical malpractice liability coverage for The Yale School of Medicine, School of Nursing, University Health Services or any other medical service related departments. With regards to these excluded entities, Certificates of Insurance Requests for general or medical malpractice liability must be obtained by the Office of Legal Affairs and Risk Management at Yale New Haven Hospital. They can be reached at (203) 688-2291. Proof of		

all other lines of coverage (property insurance, automobile liability insurance, workers' compensation insurance, etc.) for those schools and departments areas can be obtained via use of the MOI.

IV. Named Insureds included on BLX and GLX policy includes:

Association of Yale Alumni
Yale Alumni Publications, Inc.
Yale Alumni Fund
Yale University Women's Organization
Master's Aide
Yale Repertory Theatre Associates, Inc.
Media Design Studio Production, Inc.
High Chapel York, Inc.
Connecticut Boola, Inc.
Drama Productions, Inc.
Yale University Press London
Paul Mellon Center for Studies in British Art
York Street Associates
Board of Trustees of the Sheffield Scientific School
Chapel Company
Health Benefit Holding, Inc.
HR Properties, Inc.
Prospect Street Holdings, Inc.
Staff Retirement Holdings, Inc.
Temple Company, LLC
The Elizabethan Club
Yale University Christian Association (Dwight Hall)
The Yale Corinthian Yacht Club
The Yale Divinity Nursery School
Yale Alumni Classes and Clubs
Berkeley Divinity School at Yale

Only registered student groups are included under this coverage.

V. Coverage for Builders Risk is included in the \$50M Property Policy Limit. Soft Cost Coverage to Sublimited to \$10M.

VI. The Property Policy also insures the interests of contractors and subcontractors in insured property during construction at an insured location, or within 1000 feet thereof, to the extent of the insured's legal liability for insured physical loss or damage to such property.

VII. Loss Payee status is granted under the property policy, where required by written contract.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT D**DEBARMENT AND SUSPENSION CERTIFICATION****COUNTY OF ALAMEDA**

For Procurements over \$25,000

The contractor, under penalty of perjury, certifies that to the best of its knowledge, except as noted below, contractor and any named subcontractor involved in the performance of Contract #5738:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: YALE UNIVERSITY

Authorized Signatory PATRICIA INGELLIS TITLE: GRANT & CONTRACT MANAGER
 PRINCIPAL: _____

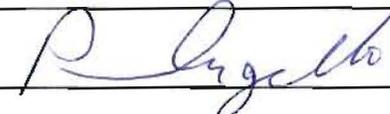
SIGNATURE:  DATE: 2/14/11

Exhibit E

Business Associate Provisions
(HIPAA)

Regulatory References. All references to regulatory sections, parts and subparts in this Exhibit are to Title 45 of the Code of Federal Regulations as in effect or as amended, unless otherwise specified.

Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

Business Associate. "Business Associate" shall mean (Yale University).

Covered Entity. "Covered Entity" shall mean the County of Alameda, Behavioral Health Care Services, a part of the County of Alameda "hybrid entity" subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

Protected Health Information. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

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

Obligations Related to the Uses and Disclosures of PHI

(a) Business Associate acknowledges and agrees that all PHI that is created or received in any form (including paper record, oral communication, audio recording and electronic display) by Business Associate on Covered Entity's behalf or is created or received in any such form by Covered Entity or its operating units and disclosed or made available to Business Associate pursuant to this Agreement shall be subject to these additional provisions and to the provisions of the Privacy Rule as currently written or subsequently amended. In the event of a conflict between the terms of this Exhibit and the provisions of the Privacy Rule currently in effect, the provisions of the Privacy Rule shall control.

(b) Business Associate may use or disclose PHI as follows:

- (1) Business Associate provides services for the Covered Entity that involve the use of PHI which services are described in this Agreement. Except as otherwise specified herein, Business Associate may use PHI to the limited extent necessary to perform its obligations as set forth in this Agreement. In so doing, Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees and to its subcontractors and agents in conformity with the provisions of paragraph (g) below. Uses and disclosures of PHI in connection with the performance of functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, are permitted provided that such uses or disclosures would not violate the Privacy Rule if done by Covered Entity.
 - (2) Business Associate may use and disclose PHI as permitted in Sections 164.502(j)(1) and 164.504.
- (c) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
 - (d) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
 - (e) 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 Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
 - (f) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in this Agreement.
 - (g) Business Associate agrees to ensure that any employee or agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this Agreement without the advanced consent of Covered Entity.
 - (h) 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 the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate further agrees that upon written request, it will make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and or disclosure of PHI to the Covered Entity within a reasonable time period for purposes of enabling the Covered Entity to determine Business Associate's compliance with the terms of this Agreement.
 - (i) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
 - (j) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such documentation and other related information

to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Obligations upon Termination or Expiration of Agreement

- (k) Covered Entity has the right to terminate this Agreement as set forth in this Agreement and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (l) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (m) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (n) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (o) *Survival.* In addition to the provisions with respect to survival as set forth in this Agreement, the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (p) *Third Parties.* Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities except as expressly stated in the Privacy Rule.
- (q) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. 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 Agreement.
- (r) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Revised 6/25/03