



May 26, 2016

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

Dear Board Members:

**SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH WASHINGTON HOSPITAL HEALTHCARE FOUNDATION TO PROVIDE FREE MAMMOGRAM SERVICES FOR INDIGENT, LOW-INCOME AND UNINSURED ADULTS; APPROVE A FIRST AMENDMENT WITH SOCIAL AND ENVIRONMENTAL ENTREPRENEURS, INC. AND A SECOND AMENDMENT WITH SAFE ALTERNATIVES TO VIOLENT ENVIRONMENTS, INC. TO PROVIDE PUBLIC HEALTH SERVICES**

**RECOMMENDATIONS**

Approve the following recommendations that involve utilizing Measure A funds:

- A. Approve the Procurement Contract No. 13639 for the Standard Services Agreement with Washington Hospital Healthcare Foundation (Principal: Nancy Farber; Location: Fremont) to provide free mammogram services for indigent, low-income and uninsured adults, 06/01/2016 – 6/30/2017, in the amount of \$66,000 utilizing District 1 Measure A Discretionary Health Care Services Funds;
- B. Approve a First Amendment to the Standard Services Agreement (Procurement No. 12371) with Social and Environmental Entrepreneurs, Inc. (Principal: Jennifer Hoffman; Location: Calabasas CA) to provide public health services through the Edible Garden Project, increasing the contract amount from \$80,000 to \$155,600 (an increase of \$75,600) utilizing District 5 Measure A Discretionary Health Care Services Funds and extending the contract period from 7/1/15 – 6/30/16 to 7/1/16 – 6/30/17 (an extension of 12 months); and
- C. Approve a Second Amendment to the Standard Services Agreement (Procurement No. 12067) with Safe Alternatives to Violent Environments (Principal: Yasi Safinya-Davies; Location: Fremont) to provide public health services, increasing the contract amount from \$50,000 to \$65,000 (an increase of \$15,000) utilizing District 1 Measure A Discretionary Health Care Services Funds

**SUMMARY/BACKGROUND/DISCUSSION**

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

The Honorable Board of Supervisors

May 26, 2016

Page 2 of 3

Measure A funds from District 1 (\$33,000) will support Washington Hospital Healthcare Foundation to provide free mammograms for indigent, low-income and uninsured adults, seniors and undocumented immigrants referred to Washington Hospital by local health care centers for follow-up imaging. Patients qualify for the program if they do not have the means to pay for their care and Washington Hospital does not bill the patient for the cost of providing this service.

On July 28, 2015 your Board approved a Standard Services Agreement with the Social and Environmental Entrepreneurs, Inc. to provide public health services to low-income children and families through the Acta Non Verba: Youth Urban Farm Project. Approval of this First Amendment would provide additional funding to increase access to public health services for children and their families through this Edible Garden Project. Measure A funding would support the coordination and maintenance of seven edible school gardens at seven school sites located in Oakland and Emeryville as well as the purchase of garden-related supplies needed to support these gardens.

On June 30, 2015, your Board approved a Standard Services Agreement with the Safe Alternatives to Violent Environments, Inc. to provide secondary public health prevention services, including crisis intervention and case management, to adult domestic violence victims and teen dating violence education to approximately 800 students in Southern Alameda County. On November 3, 2015, your Board approved a First Amendment to the Standard Services Agreement with Safe Alternatives to Violent Environments, Inc. to have the SLEB provisions correctly designate Safe Alternatives to Violent Environments, Inc. as SLEB exempt instead of SLEB vendors. Approval of this Second Amendment would provide additional funding to increase access to mental health services and trauma-informed mental health interventions for adult victims of domestic violence.

#### **SELECTION CRITERIA**

*Washington Hospital Healthcare Foundation, Social and Environmental Entrepreneurs, Inc., and Safe Alternatives to Violent Environments, Inc. were selected under the Board of Supervisors' Measure A allocation and identified by their respective District Supervisors. All of these providers, with the exception of Social and Environmental Entrepreneurs, Inc., are local, non-profit community-based organizations that provide direct services to Alameda County residents and; therefore, are exempt from the requirements under the Small, Local and Emerging Business (SLEB) Program. Social and Environmental Entrepreneurs, Inc., which is located in Calabasas, is the fiscal sponsor of the Acta Non Verba: Youth Urban Farm Project that serves residents in Oakland.*

#### **FINANCING**

Financing for Washington Hospital Healthcare Foundation (\$33,000 District 1), Social and Environmental Entrepreneurs, Inc. (\$75,600 District 5) and Safe Alternatives to Violent Environments, Inc. (\$15,000 District 1) comes from the Measure A Discretionary Health Care Services funds allocated for the Board of Supervisors and is included in the Fiscal Year 2015-2016 Final Budget. The remaining \$33,000 for Washington Hospital Healthcare Foundation will be coming from District 1's Measure A allocation of \$150,000, which is included in the MOE Budget for 2016-2017.

Approval of these recommendations will have no impact on net County costs.

Sincerely,



Rebecca Gebhart, Acting Director  
Health Care Services Agency

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of June 14, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and Washington Hospital Healthcare Foundation, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to have Contractor provide hospital outpatient services to adults, seniors and other residents and youth, 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 hospital outpatient services to adults, seniors and other residents and youth, 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 Certificate
- Exhibit E      HIPAA Business Associate Agreement

The term of this Agreement shall be from June 1, 2016 through June 30, 2017.

The compensation payable to Contractor hereunder shall not exceed Sixty Six Thousand U.S. Dollars (\$66,000) for the term of this Agreement.

C-13639

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

COUNTY OF ALAMEDA

By: Scott Haggerty

Signature

Name: Scott Haggerty  
(Printed)

Title: President of the Board of Supervisors

Date: 12/14/16

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

By: Ray Lara

Sen. Dep. County Counsel, Ray Lara

Washington Hospital Healthcare  
Foundation

By: Kimberly Olvera

Signature

Name: Nancy Farber  
(Printed)

Title: Executive Vice President

Date: 5/31/16

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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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  
Health Care Services Agency  
ATTN: James T. Nguyen  
1000 San Leandro Blvd, Suite 300  
San Leandro, CA 94577

To Contractor: Washington Hospital Healthcare Foundation  
ATTN: Nancy Farber  
2000 Mowry Ave  
Fremont, CA 94538

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 do so 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 to provide hospital outpatient services to adults, seniors and other residents and youth shall not exceed (\$66,000)Sixty Six Thousand U.S. Dollars payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). 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](mailto: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 or 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]

**EXHIBIT A**  
**DEFINITION OF SERVICES**

**CONTRACTOR** Washington Hospital Healthcare Foundation  
**CONTRACT PERIOD** June 1, 2016 to June 30, 2017  
**CONTRACT AMOUNT** \$66,000

**I. Program Name**

Measure A, the Essential Health Care Services Initiative

**II. Contracted Services**

Washington Hospital Healthcare Foundation ("Contractor") shall provide Alameda County Health Care Services Agency (HCSA) with services that conform to the Measure A Ordinance, which provides additional support for emergency medical, hospital in-patient, outpatient, public health, mental health and substance abuse services to indigent, low-income and uninsured adults, children and families, seniors and other residents of Alameda County.

Washington Hospital Healthcare Foundation was founded in 1982. Its mission is to enhance the Washington Hospital Healthcare System by increasing public awareness and providing financial support. The mission of Washington Hospital Healthcare System is to meet the healthcare needs of the District residents through medical services, education and research.

Measure A funds will be used to support the Washington Hospital Community Mammography Program that provides free mammograms for indigent, low-income and uninsured adults, seniors, and undocumented immigrants referred to Washington Hospital by local health care centers for follow-up imaging. Patients qualify for the program if they do not have the means to pay for their care and Washington Hospital does not bill the patient for the cost of providing this service. On average, 16 patients a month are seen through the Community Mammography Program. As a District hospital, Washington Hospital primarily serves Washington Township Health Care District, an area encompassing southern Hayward, Union City, Newark, Fremont and Sunol.

**III. Contract Terms**

A. The terms of the contact are based on satisfactory performance and reporting, and subject to performance reviews.

**IV. Program Information and Requirements**

A. **Program Definitions**

Contractor shall provide Alameda County Health Care Services Agency with services as part of the Measure A Essential Health Care Services Initiative.

B. **Program Goals and Priority Actions**

Passed on March 2, 2004 by seventy-one percent (71%) of county voters, Measure A, the essential health care services tax ordinance, imposed a one-half percent retail transactions and use tax to provide "additional financial support for emergency medical, hospital inpatient, outpatient, public health, mental health and substance abuse services to indigent, low-income and uninsured adults, children and families, seniors and other residents of Alameda County."

The Board of Supervisors allocates 25% of the revenue based on the demonstrated need and the County's commitment to a geographically dispersed network of providers for:

- 1) Critical medical services provided by community-based health care providers;
- 2) To partially offset uncompensated care costs for emergency care and related hospital admissions; and
- 3) For essential public health, mental health and substance abuse services.

As a Measure A funded program, the priority action of the Contractor is to reduce the incidence of breast cancer among indigent, low-income and uninsured adults in southern Alameda County by providing free mammograms to patients referred to Washington Hospital by local health centers.

**C. Target Population**

Contractor shall provide services to indigent, low-income, and uninsured adults in Alameda County.

**D. Program Description**

Contractor shall provide hospital outpatient services to adults, seniors and other residents of Alameda County through the Washington Hospital Community Mammography Program.

**V. Contract Deliverables and Requirements**

**A. Process Measures**

Contractor shall provide the following services and report on the following performance measurements:

**Objective 1** Increase access to hospital outpatient services for adults, seniors and other residents of Alameda County.

Activities	Performance Measures
1.1 Provide free mammography screening examinations to indigent, low-income, and uninsured patients referred to Washington Hospital by local health centers. Service includes mammogram procedure, interpretation of results by the radiology group contracted with Washington Hospital, consultation with the patient, and arrangements for follow-up care, should any further care be recommended.	<ul style="list-style-type: none"><li>• Number of appointments made in the program</li><li>• Number of mammograms provided</li><li>• Number of patients served</li><li>• Number of abnormal findings detected</li><li>• Percentage of patients with an abnormal finding</li><li>• Percentage of referrals that result in mammograms</li><li>• Source of referral to Washington Hospital</li></ul>

**B. Results-Based Accountability**

Contractor will engage in a process with Alameda County Health Care Services Agency (HCSA) to report performance measures that inform how the Contractor's programs and services improve the lives of their clients. The Contractor's performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

Results-Based Accountability activities may include:

1. Participate in meetings with the HCSA's Public Health Department Community Assessment, Planning, Evaluation and Education (CAPE) Unit to develop, select, and sort performance measures using a Results-Based Accountability framework;
2. Develop and implement data-collection tools;
3. Prepare and submit progress reports and a final report to HCSA and the Measure A Citizen Oversight Committee; and
4. Prepare and deliver a presentation to the Measure A Citizen Oversight Committee on reported performance measures if requested.

## **VI. Reporting Requirements**

- A. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Section V.A of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.
- C. Contractor shall complete the FY 2014-2015 Measure A Oversight Committee Allocation Report by August 15, 2015. The Measure A Oversight Committee's role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors on the conformity of such expenditures to the purposes set forth in the ordinance. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Reporting Form.
- D. The Alameda County Measure A Essential Health Care Services Initiative is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving grant funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
  1. Contractor shall announce funding award only after
    - a. the contract has been signed and returned and
    - b. after any announcement strategies are discussed with the HCSA Measure A Coordinator.
  2. Contractor shall agree to use official attribution tools and logos provided by HCSA for promotional materials, public awareness campaigns or special events connected with funding.
  3. Contractor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:  
**Funded by Alameda County Measure A Essential Health Care Services Initiative**
  4. Materials produced with Measure A funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Measure A, and the recipient will not be additionally reimbursed for use or reproduction.
- E. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT B**  
**PAYMENT TERMS**

**I. Budget Summary**

Budget Item	Program Total	Measure A Funding
<b>Personnel Expenses</b>		
0.06 FTE Radiology Technologist	\$14,200	\$14,200
0.06 FTE Nurse Navigator	\$18,722	\$18,722
0.06 FTE Scheduling Coordinator	\$7,200	\$7,200
<b>Benefits</b>	\$14,042	\$14,042
<b>Personnel Expenses Subtotal</b>	<b>\$54,164</b>	<b>\$54,164</b>
<b>Subcontract Expenses</b>		
Physicist	\$200	\$200
<b>Subcontract Expenses Subtotal</b>	<b>\$200</b>	<b>\$200</b>
<b>Operating Expenses</b>		
Supplies	\$5,000	\$4,596
Repairs and Maintenance	\$2,700	\$2,700
<b>Operating Expenses Subtotal</b>	<b>\$7,700</b>	<b>\$7,296</b>
<b>Indirect Expenses (Not to exceed 14.02% of Measure A allocation)</b>	<b>\$6,340</b>	<b>\$4,340</b>
<b>Total</b>	<b>\$68,404</b>	<b>\$66,000</b>

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "Measure A Funding", unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

**II. Terms and Conditions of Payment**

**A. Reimbursement**

1. Contractor shall invoice the County during the contract period for actual expenses incurred according to the following schedule:

Invoice Number	Service Period	Submission Deadline
First	Upon Execution	July 15, 2016
Second	July 1 to September 30, 2016	October 15, 2016
Third	October 1 to December 31, 2016	January 15, 2017
Fourth	January 1 to March 31, 2017	April 15, 2017
Fifth	April 1 to June 30, 2017	July 15, 2017

2. Contractor shall invoice the County on the above schedule during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed \$66,000 and the first, second, third and fourth payments may not exceed \$13,200 without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than July 15, 2017.

3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.

**B. Invoicing Procedures**

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the PO number, service period, original signature and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
ATTN: MEASURE A/JAMES NGUYEN  
1000 SAN LEANDRO BLVD STE 300  
SAN LEANDRO CA 94577

Invoices may also be emailed to [MeasureA@acgov.org](mailto:MeasureA@acgov.org) along with required progress reports to the Health Care Services Agency Measure A staff.

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

<b>TYPE OF INSURANCE COVERAGE</b>		<b>MINIMUM LIMITS</b>
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Endorsements and Conditions:</b>	
1.	<b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
2.	<b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.	
3.	<b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.	
4.	<b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.	
5.	<b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
6.	<b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul>	
7.	<b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.	
8.	<b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



## CERTIFICATE OF COVERAGE

<b>Named Member:</b> Washington Township Health Care District 2000 Mowry Avenue Fremont, CA 94538		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
<b>Insuring Company:</b> BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507 925-838-6070			
Certificate Number	Effective Date	Expiration Date	Retroactive Date
HCL-15-008	7/1/2015 at 12:01 a.m.	7/1/2016 at 12:01 a.m.	7/1/2004 at 12:01 a.m.
<b>Type of Coverage:</b> <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
<b>Limits of Liability:</b> \$1,000,000 Per Claim \$3,000,000 Aggregate Per Contract Period		<b>Deductible:</b> \$25,000 Per Claim NONE Aggregate Per Contract Period	
<b>Description of Coverage:</b> Evidence of General Liability is extended to the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as Supplemental Member (Additional Insured) as it pertains to the contract with the Named Member			
<b>Issue Date:</b> May 16, 2016			
<b>Certificate Holder:</b> County of Alameda Health Care Services Agency 1000 San Leandro Blvd #300  San Leandro, CA 94577		<b>Authorized Representative:</b>  R. Corey Grove Vice President, Underwriting and Client Services	

the retroactive date applies to claims made coverage only

**BETA Risk Management Authority ("BETARMA")**  
 A Public Entity

**AMENDMENT**  
**SUPPLEMENTAL MEMBER - GENERAL LIABILITY ONLY**

<b>Certificate Number:</b> <b>HCL-15-008</b>	<b>Amendment No.:</b> <b>H212-13</b>
---	---

<b>Issued to:</b> Washington Township Health Care District
<b>Effective Date:</b> 07/01/15 at 12:01 a.m. <b>Expiration Date:</b> 07/01/16 at 12:01 a.m. <b>Additional Contribution:</b> Per Contract

It is understood and agreed that coverage afforded by Section 3 (Bodily Injury and Property Damage Liability) and Section 4 (Personal Injury, Advertising Injury and Discrimination Liability) of this Contract is extended to:

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

as a Supplemental Member pursuant to Section 7.2, but only for legal liability arising out of the acts, errors or omissions of the Named Member or a Subsidiary solely in the performance of the following contract with the Named Member or Subsidiary:

*Measurement A*

This Amendment does not extend coverage for the acts, errors or omissions of *County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives*.

This Amendment extends protection to the Supplemental Member listed above prior to any applicable insurance or other coverage or self-insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BETARMA



## CERTIFICATE OF COVERAGE

<b>Named Member:</b> Washington Township Health Care District 2000 Mowry Avenue Fremont, CA 94538		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
<b>Insuring Company:</b> BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507 925-838-6070			
Certificate Number	Effective Date	Expiration Date	Retroactive Date
HCL-15-008	7/1/2015 at 12:01 a.m.	7/1/2016 at 12:01 a.m.	7/1/2004 at 12:01 a.m.
<b>Type of Coverage:</b> <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
<b>Limits of Liability:</b> \$40,000,000 Per Claim \$50,000,000 Aggregate Per Contract Period		<b>Deductible:</b> \$25,000 Per Claim NONE Aggregate Per Contract Period	
<b>Description of Coverage:</b> Evidence of Healthcare Entity Professional Liability, Bodily Injury & Property Damage Liability, Personal Injury and Advertising Injury Liability, and Employee Benefit Liability coverage. Washington Hospital Healthcare Foundation is included under the Named Member Washington Township Health Care District			
<b>Issue Date:</b> May 25, 2016			
<b>Certificate Holder:</b> FOR INFORMATION ONLY		<b>Authorized Representative:</b>  R. Corey Grove Vice President, Underwriting and Client Services	

the retroactive date applies to claims made coverage only



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> <b>JAMES + GABLE INSURANCE BROKERS</b> <b>1660 Olympic Blvd #325</b> <b>Walnut Creek, CA 94596</b> <b>License#: OB11974</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ex.) (925) 943-3264</b> <b>FAX (A/C No.) (925) 932-4260</b> <b>E-MAIL ADDRESS:</b>
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER: Safety National Casualty Corp</b>
		<b>NAICS#</b> <b>15105</b>
<b>INSURED</b> <b>Washington Township Healthcare District</b> <b>2000 Mowry Road</b> <b>Fremont, CA 94538</b> <b>510-494-7004</b>		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURANCE LINE	TYPE OF INSURANCE	INSURANCE PERIOD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex. OCCURANCE) \$  MED EXP (Any one person) \$  PERSONAL & ADV. INJURY \$  GENERAL AGGREGATE \$  PRODUCTS - COMP/OP AGG \$  OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY  ANY/AUTO ALL OWNED AUTOS Hired AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ BODY INJURY (Per person) \$ BODY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> TIN OFFICER/MEMBER EXCLUDED (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SP 4051860	10/1/15	10/1/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Work Comp insurance						
Washington Hospital Healthcare Foundation is included under the Named Member Washington Township Health Care District						

CERTIFICATE HOLDER	CANCELLATION
For information only	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
AUTHORIZED REPRESENTATIVE	
	

## EXHIBIT D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Washington Hospital Healthcare Foundation

PRINCIPAL: Nancy Farber TITLE: Executive Vice President

SIGNATURE:  DATE: 5/31/16

**EXHIBIT E**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Washington Hospital Healthcare Foundation (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

**I. RECITALS**

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

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

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

**II. STANDARD DEFINITIONS**

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

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

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

**III. SPECIFIC DEFINITIONS**

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

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any

subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

#### **IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

B. As required by law; and

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

## **V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.

B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.

D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

Gi. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor,

to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

**H. Review of Records.** Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

**I. Performing Covered Entity's HIPAA Obligations.** To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

**J. Restricted Use of PHI for Marketing Purposes.** Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

**K. Restricted Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

**L. De-Identification of PHI.** Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

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

## **VI. INDIVIDUAL CONTROL OVER PHI**

**A. Individual Access to PHI.** Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

**B. Accounting of Disclosures.** Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

**C. Amendment to PHI.** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

## **VII. TERMINATION**

**A. Termination for Cause.** A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.

**B. Termination due to Criminal Proceedings or Statutory Violations.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

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

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

## **VIII. MISCELLANEOUS**

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

B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

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

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

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

CONTRACTOR: Washington Hospital Healthcare Foundation  
Name: Kimberly Harte for Nancy Farber  
By (Signature): Kimberly Harte for Nancy Farber  
Print Name: Nancy Farber 5/31/16  
Title: Executive Vice President

## QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

**INSTRUCTIONS:** This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Washington Hospital Healthcare Foundation DEPT #: 465

**TITLE/SERVICE:** Hospital outpatient services to adults, seniors and other residents

CONTACT: James T. Nguyen      PHONE: (510) 618-2016

<b>I. INFORMATION ABOUT THE CONTRACTOR</b>		<b>YES</b>	<b>NO</b>
1.	Is the contractor a corporation or partnership?	(X)	( )
2.	Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?	(X)	( )
3.	If the answer to BOTH questions is YES, provide the employer ID number here: <u>94-2886219</u> No other questions need to be answered. Withholding is not required.		
4.	If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____ No other questions need to be answered. Withholding is not required.		
5.	If the answer to question 2 is NO, continue to Section II.		
<b>II. RELATIONSHIP OF THE PARTIES</b>		<b>YES</b>	<b>NO</b>
1.	Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?	( )	( )
2.	Is the contractor restricted from performing similar services for other businesses while he is working for the County?	( )	( )
3.	Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?	( )	( )
4.	Is the relationship between the County and the contractor intended to be ongoing?	( )	( )

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**      YES    NO

1. Is the contractor being hired for a period of time rather than for a specific project?      ( )    ( )
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?      ( )    ( )

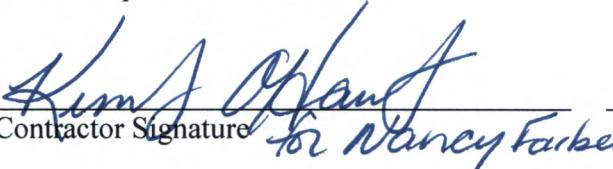
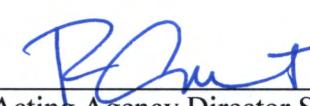
**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**      YES    NO

1. Will the agreement be with an individual who does not have an outside practice?      ( )    ( )
2. Will the contractor work more than an average of ten hours per week?      ( )    ( )  
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.
3. Will the County provide more than 20% of the contractor's income?      ( )    ( )
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

 Contractor Signature Nancy Farber	 Acting Agency Director Signature Rebecca Gebhart
Nancy Farber Printed Name	Rebecca Gebhart Printed Name
5/31/16 Date	5/31/16 Date

## **FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Social and Environmental Entrepreneurs, Inc., (“Contractor”) with respect to that certain agreement entered by them on July 28, 2015 (referred to herein as the “Agreement”) pursuant to which Contractor provides services to provide public health services through the Edible Garden Project.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
  - Increase the amount by \$75,600, bringing the total contract amount to \$155,600.
  - Extend the term to end on June 30, 2017, an extension of 12 months.
  - Exhibit A-1, Additional Services, is added to the original Exhibit A, Scope of Services, and is incorporated into this Agreement by this Reference.
  - Exhibit B-1, Additional Payment Terms, is added to the original Exhibit B, Payment Terms, and is incorporated into this Agreement by this Reference.
2. Except as otherwise stated in this First Amendment, the terms and provisions of this amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Seventy Five Thousand Six Hundred U.S. Dollars (\$75,600). As a result of these additional services the not to exceed amount has increased from Eighty Thousand U.S. Dollars (\$80,000) to One Hundred Fifty

C-12371

Five Thousand Six Hundred U.S. Dollars (\$155,600) over the term of the Agreement and any amendments.

4. Item 20 of the Standard Services Agreement has been deleted in its entirety and replaced with the following language:

**TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibits B and B-1 hereto, provided that the maximum amount payable to Contractor to provide services to provide public health services shall not exceed One Hundred Fifty Five Thousand Six Hundred U.S. Dollars (\$155,600) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit A-1, Definition of Services, and Exhibit B-1, Payment Terms, are attached to this amendment.

6. **DEBARMENT AND SUSPENSION CERTIFICATION:**

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

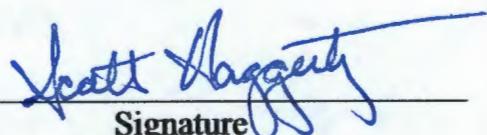
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
  - (2) Shall not knowingly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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

**COUNTY OF ALAMEDA**

By: \_\_\_\_\_



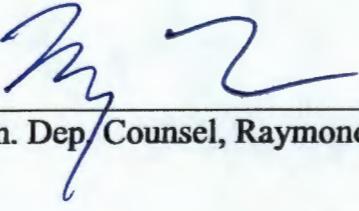
Signature

Name: SCOTT HAGGERTY  
Scott Haggerty

Title: President of the Board of Supervisors

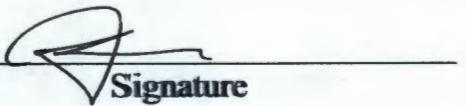
Approved as to Form, DONNA ZIEGLER,  
County Counsel for the County of Alameda:

By: \_\_\_\_\_

  
Sen. Dep. Counsel, Raymond Lara

**SOCIAL AND ENVIRONMENTAL  
ENTREPRENEURS, INC.**

By: \_\_\_\_\_



Signature

Name: Jennifer Hoffman  
Printed

Title: Executive Director

Date: 5/26/16

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

**EXHIBIT A-1**  
**DEFINITION OF SERVICES**

<b>CONTRACTOR</b>	Social and Environmental Entrepreneurs, Inc.
<b>ORIGINAL CONTRACT PERIOD</b>	July 1, 2015 to June 30, 2016
<b>ORIGINAL CONTRACT AMOUNT</b>	\$80,000
<b>NEW CONTRACT PERIOD</b>	July 1, 2015 to June 30, 2017
<b>NEW CONTRACT AMOUNT</b>	\$155,600 (an increase of \$75,600)

**I. Program Name**

Measure A Essential Health Care Services Initiative

**II. Contracted Services**

The Social and Environmental Entrepreneurs, Inc. ("Contractor") shall provide Alameda County Health Care Services Agency (HCSA) with services that conform to the Measure A Ordinance, which provides emergency medical, hospital in-patient, outpatient, public health, mental health and substance abuse services to indigent, low-income and uninsured adults, children and families, seniors and other residents of Alameda County.

The Social and Environmental Entrepreneurs, Inc.'s Acta Non Verba: Youth Urban Farm Project (ANV) has planned, planted and harvested a quarter-acre farm located in the City of Oakland's Tassafaronga Park since 2011. The produce harvested on this farm has been sold by youth in grades K-8 with 100% of the proceeds placed into individual savings accounts for those who participate. Acta Non Verba: Youth Urban Farm Project elevates life in the inner city by challenging oppressive dynamics and environments through urban farming.

Measure A funds will support the Acta Non Verba: Youth Urban Farm Project to provide public health services to low-income students grades K-12 in West and North Oakland and Emeryville through the Edible Garden Project at seven sites that include Anna Yates Elementary, Fruitvale Elementary, Manzanita SEED, Martin Luther King, Jr. Elementary, McClymonds High, Peralta Elementary, Oakland & the World Enterprises, Inc., farm project with Dewey Academy students.

**III. Contract Terms**

A. The terms of the contact are based on satisfactory performance and reporting, and subject to performance reviews.

**IV. Program Information and Requirements**

A. Program Definitions

Contractor shall provide Alameda County Health Care Services Agency with services as part of the Measure A Essential Health Care Services Initiative.

B. Program Goals and Priority Actions

The priority actions of the Contractor are to increase access to public health services by:

1. Designing, developing and maintaining 7 edible gardens in Oakland and Emeryville

2. Developing and implementing tailored Edible Garden Project curriculum that includes nutrition programs and activities (e.g., Stone Soup Sunday) for each site;
  3. Coordinating Edible Garden Project's Collaborative Meetings; and
  4. Coordinating volunteers (e.g., student, teacher, parent) to maintain the gardens.
- C. Target Population  
Contractor shall provide services to low-income students in grades K to 12 in Oakland and Emeryville.
- D. Program/Service Description  
Contractor shall provide public health services through the Edible Garden Project.

## V. Contract Deliverables and Requirements

### A. Process Measures

Contractor shall provide the following services and report on the following goals, objectives and performance measurements:

#### Goal 1

Increase access to public health services for children and their families through the Edible Garden Project

Objective	Performance Measure
1.1 By June 30, 2017, Contractor will coordinate with seven schools the maintenance of 7 edible school gardens and the purchase of garden-related supplies needed to support the gardens.	<b>EFFORT</b> A. 7 edible gardens maintained.

### B. Results-Based Accountability

Contractor will engage in a process with Alameda County Health Care Services Agency (HCSA) to report performance measures that inform how the Contractor's programs and services improve the lives of their clients. The Contractor's performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

Results-Based Accountability activities may include:

1. Participate in meetings with the HCSA's Public Health Department Community Assessment, Planning, Evaluation and Education (CAPE) Unit to develop, select, and sort performance measures using a Results-Based Accountability framework;
2. Develop and implement data-collection tools;
3. Prepare and submit progress reports and a final report to HCSA and the Measure A Citizen Oversight Committee; and
4. Prepare and deliver a presentation to the Measure A Citizen Oversight Committee on reported performance measures if requested.

## VI. Reporting Requirements

- A. Contactor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Section V.A of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.
- B. Contactor shall complete the FY 2015-2016 Measure A Citizen Oversight Committee Allocation Report by August 15, 2016. The Measure A Oversight Committee's role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors and the public on the conformity of such expenditures to the purposes set forth in the ordinance. Contactor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report.
- C. The Alameda County Measure A Essential Health Care Services Initiative is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contactor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
  1. Contactor shall announce funding award only after
    - a. the contract has been fully executed and
    - b. announcement activities have been discussed with the Measure A Administrator.
  2. Contactor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  3. Contactor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

**Funded by Alameda County Measure A Essential Health Care Services Initiative**
- D. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contactor from its obligations under this Agreement.

**EXHIBIT B-1**  
**PAYMENT TERMS**

**I. Budget Summary**

Budget Item	Additional Program Total	First Amendment Measure A Funding
<b>Personnel Expenses</b>		
Administrative Fees to fiscal agent	\$5,600	\$5,600
<b>Personnel Expenses Subtotal</b>	<b>\$ 5,600</b>	<b>\$5,600</b>
<b>Subcontract Expenses</b>		
Clinical Supervisor (consultant)	\$0	\$0
<b>Subcontract Expenses Subtotal</b>	<b>\$ 0</b>	<b>\$0</b>
<b>Operating Expenses</b>		
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
School Site 1- Maintenance and Supplies	\$10,000	\$10,000
<b>Operating Expenses Subtotal</b>	<b>\$70,000</b>	<b>\$70,000</b>
<b>Indirect Expenses</b>	<b>\$0</b>	<b>\$0</b>
<b>Total</b>	<b>\$75,600</b>	<b>\$75,600</b>

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "Measure A Funding", unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

**II. Terms and Conditions of Payment**

**A. Reimbursement**

1. Contractor shall invoice the County during the First Amendment period for actual expenses incurred according to the following schedule:

Invoice	Service Period	Submission Deadline
Thirteenth	July 1 to 31, 2016	August 15, 2016
Fourteenth	August 1 to 31, 2016	September 15, 2016
Fifteenth	September 1 to 30, 2016	October 15, 2016
Sixteenth	October 1 to 31, 2016	November 15, 2016
Seventeenth	November 1 to 30, 2016	December 15, 2016
Eighteenth	December 1 to 31, 2016	January 15, 2017

Nineteenth	January 1 to 31, 2017	February 15, 2017
Twentieth	February 1 to 28, 2017	March 15, 2017
Twenty First	March 1 to 31, 2017	April 15, 2017
Twenty Second	April 1 to 30, 2017	May 15, 2017
Twenty Third	May 1 to 31, 2017	June 15, 2017
Twenty Fourth	June 1 to 30, 2017	July 15, 2017

2. Contractor shall invoice the County upon execution of the contract and then on a **monthly basis** during the First Amendment period for actual expenses incurred. Total payment under the terms of this Agreement, including all amendments, shall not exceed \$155,600 and the original contract payment schedule may not exceed \$6,667.00 for the first through the twelfth invoices; each of the remaining invoices may not exceed \$6,299.66 without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than July 15, 2017.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.

#### B. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
 ATTN: MEASURE A/JAMES NGUYEN  
 1000 SAN LEANDRO BLVD STE 300  
 SAN LEANDRO CA 94577

Invoices may also be emailed to [MeasureA@acgov.org](mailto:MeasureA@acgov.org) along with required progress reports to the Health Care Services Agency Measure A staff.

## EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b>  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>B</b>	<b>Commercial or Business Automobile Liability</b>  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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b>  Required for all contractors with employees	WC: Statutory Limits  EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Endorsements and Conditions:</b>	
1.	<b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
2.	<b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.	
3.	<b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.	
4.	<b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.	
5.	<b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
6.	<b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul>	
7.	<b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.	
8.	<b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/4/2015

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

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

PRODUCER	<b>THE RADIN INSURANCE AGENCY</b> <b>11150 W Olympic Blvd, Ste 720</b> <b>Los Angeles, CA 90064</b>			CONTACT NAME
INSURED	<b>Social &amp; Environmental Entrepreneurs Inc</b> <b>23532 Calabasas Rd, Suite A</b> <b>Calabasas, Ca 91302</b> <b>(GREENHORNS)</b>			PHONE (A/C No. Ex) (818) 708-6858
				FAX (A/C No.) (818) 708-6859
				EMAIL ADDRESS Corts@rardininsurance.com
				INSURER AFFORDED COVERAGE
				INSURER A Alliance of Nonprofits for Insurance
				INSURER B Midwest Employers Casualty Company
				INSURER C
				INSURER D
				INSURER E
				INSURER F

INSURER LTR	TYPE OF INSURANCE	AMOUNT BASED INVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		REVISION NUMBER:
						INSURER LTR	LIMIT	
A	COMMERCIAL GENERAL LIABILITY		2015-20293	07/17/15	07/17/16	EACH OCCURRENCE	\$ 1,000,000	CERTIFICATE NUMBER:
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					DAMAGES TO RENTED PREMISES (Ex. occurrence)	\$ 500,000	
A	GENL AGGREGATE LIMIT APPLIES PER		2015-20293	07/17/15	07/17/16	MED EXP (Any one person)	\$ 20,000	ISSUE DATE:
	POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC					PERSONAL & ADV INJURY	\$ 1,000,000	
A	OTHER		2015-20293	07/17/15	07/17/16	GENERAL AGGREGATE	\$ 2,000,000	EXPIRATION DATE:
						PRODUCTS - COMP/OP ADD	\$ 2,000,000	
A	AUTOMOBILE LIABILITY		2015-20293	07/17/15	07/17/16	UNINSURED SINGLE LIMIT (Ex. accident)	\$ 1,000,000	EFFECTIVE DATE:
	ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$	
A	Hired Autos		2015-20293	07/17/15	07/17/16	BODILY INJURY (Per accident)	\$	TERMINATION DATE:
						PROPERTY DAMAGE (Per accident)	\$	
A	UMBRELLA LIM	<input checked="" type="checkbox"/> OCCUR	2015-20293	07/17/15	07/17/16	EACH OCCURRENCE	\$ 1,000,000	REVISION NUMBER:
	EXCESS LIAB	CLAIMS MADE				AGGREGATE	\$	
B	DED	RETENTION \$	BNUWC0132615	07/31/15	07/31/16	PER STATUTE	OTH- ER	ISSUE DATE:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT	\$ 1,000,000	
B	ANY PROPRIETARY/THIRD EXECUTIVE OFFICER/OWNER EXCLUDED (please see in 101)	<input type="checkbox"/> N/A	BNUWC0132615	07/31/15	07/31/16	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	EXPIRATION DATE:
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	LIQUOR LIABILITY		2015-20293	07/17/15	07/17/16	\$1,000,000		EFFECTIVE DATE:
	A DIRECTORS & OFFICERS					07/17/15	07/17/16	
						\$1,000,000 aggregate		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)								
Additional Insured: Alameda County Health Care Services Agency 1000 San Leandro Blvd. Suite 300 San Leandro, CA 94577								

CERTIFICATE HOLDER	CANCELLATION
Alameda County Health Care Services Agency 100 San Leandro Blvd. Suite 300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mark H. Kato</i>

POLICY NUMBER: 2015- 20293

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



## EXHIBIT D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Social and Environmental Entrepreneurs, Inc.

PRINCIPAL: Jennifer Hoffman TITLE: Executive Director

SIGNATURE:  DATE: 5/26/16

## **SECOND AMENDMENT TO AGREEMENT**

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Safe Alternatives to Violent Environments, Inc., (“Contractor”) with respect to that certain agreement entered by them on June 23, 2015 (referred to herein as the “Agreement”) pursuant to which Contractor provides services to provide public health services.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
  - Increase the amount by \$15,000, bringing the total contract amount to \$65,000.
  - Exhibit A-1, Additional Services, is added to the original Exhibit A, Scope of Services, and is incorporated into this Agreement by this Reference.
  - Exhibit B-1, Additional Payment Terms, is added to the original Exhibit B, Payment Terms, and is incorporated into this Agreement by this Reference.
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Fifteen Thousand U.S. Dollars (\$15,000). As a result of these additional services the not to exceed amount has increased from Fifty Thousand U.S. Dollars (\$50,000) to Sixty Five Thousand U.S. Dollars (\$65,000) over the term of the Agreement and any amendments.

12067-C

4. Item 20 of the Standard Services Agreement has been deleted in its entirety and replaced with the following language:

**TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibits B and B-1 hereto, provided that the maximum amount payable to Contractor to provide services to provide public health services shall not exceed (\$65,000) Sixty Five Thousand U.S. Dollars payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit A-1, Definition of Services, and Exhibit B-1, Payment Terms, are attached to this amendment.
6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not 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.
7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.
- [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

COUNTY OF ALAMEDA

By: 

Signature

Name: SCOTT HAGGERTY

Scott Haggerty

Title: President of the Board of Supervisors

**SAFE ALTERNATIVES TO  
VIOLENT ENVIRONMENTS, INC.**

By: 

Signature

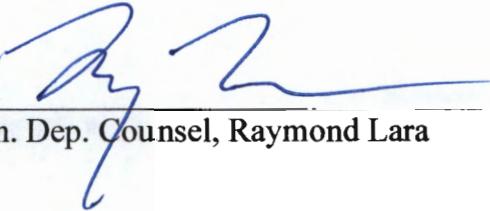
Name: Yasi Safinya-Davies, Psy.D.

Printed

Title: Executive Director

Date: 5/24/15

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

By: 

Sen. Dep. Counsel, Raymond Lara

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

**EXHIBIT A-1**  
**DEFINITION OF SERVICES**

<b>CONTRACTOR</b>	Safe Alternatives to Violent Environments, Inc. (SAVE)
<b>ORIGINAL CONTRACT PERIOD</b>	July 1, 2015 to June 30, 2017
<b>ORIGINAL CONTRACT AMOUNT</b>	\$50,000
<b>SAME CONTRACT PERIOD</b>	July 1, 2015 to June 30, 2017
<b>NEW CONTRACT AMOUNT</b>	\$65,000 (an increase of \$15,000)

**I. Program Name**

Measure A Essential Health Care Services Initiative

**II. Contracted Services**

Safe Alternatives to Violent Environments, Inc. (SAVE) ("Contractor") shall provide Alameda County Health Care Services Agency (HCSA) with services that conform to the Measure A Ordinance, which provides emergency medical, hospital in-patient, outpatient, public health, mental health and substance abuse services to indigent, low-income and uninsured adults, children and families, seniors and other residents of Alameda County.

SAVE's mission is to strengthen every individual and family we serve with the knowledge and support needed to break the cycle of violence and build healthier lives. In 1976, a group of concerned community members recognized the need for a women's shelter which, after one year of providing public education on domestic violence and soliciting community support for shelter groups, resulted in the opening of a shelter on October 2, 1978. Thirty years later, SAVE offers much more than shelter – counseling, transitional housing, life skills training, legal advocacy, restraining orders, crisis intervention, community education, teen dating violence prevention program, children's programs, and support groups.

Measure A funds will support SAVE to provide individual, outpatient, community mental health services to adult victims of domestic violence in Alameda County who experience challenges related to poverty, homelessness, mental health, substance abuse, being uninsured or underinsured, having physical and intellectual disabilities, and being immigrants, undocumented and/or people of color.

**III. Contract Terms**

- A. The terms of the contact are based on satisfactory performance and reporting, and subject to performance reviews.

**IV. Program Information and Requirements**

A. Program Definitions

Contractor shall provide Alameda County Health Care Services Agency with services as part of the Measure A Essential Health Care Services Initiative.

B. Program Goals and Priority Actions

The Contractor's overall program goal is to increase access to increase individual, outpatient, community mental health services for adult victims of domestic violence (many of whom face

challenges related to poverty; homelessness; mental health; substance abuse; being uninsured or underinsured; having physical and intellectual disabilities; and being immigrants, undocumented and/or people of color) by:

1. Providing individual, outpatient, community mental health services
2. Providing trauma-informed therapeutic interventions through the collaborative development of safety plans

C. Target Population

Contractor shall provide services to adult victims of domestic violence.

D. Program/Service Description

Contractor shall provide mental health services to adult victims of domestic violence in Alameda County through the SAVE Clinical Program

**V. Contract Deliverables and Requirements**

A. Process Measures

Contractor shall provide the following services and report on the following goals, objectives and performance measurements:

**Goal 1**

Increase access to mental health services to adult victims of domestic violence

**Goal 1**

Increase access to mental health services to adult victims of domestic violence

Objectives	Performance Measures
1.1 Provide a minimum of 80 individual counseling sessions to a minimum of 23 participants	<b>EFFORT</b> A. No. of participants served B. No. of individual counseling sessions provided <b>QUALITY</b> C. 50% of clients who participate in more than one therapy sessions D. % of clients who report that their mental health issues/needs “deescalated” by the end of the visit/session captured by the following: “After my counseling session today, I feel better/worse/the same.”

**Goal 2**

Increase access to trauma-informed mental health interventions for adult victims of domestic violence

Objectives	Performance Measures
2.1 Develop a minimum of 10 safety plans, in collaboration with clinicians and clients	<p><b>EFFORT</b></p> <p>A. No. of clients who complete a safety plan</p> <p><b>QUALITY</b></p> <p>B. % of completed safety plans that are tailored to the needs to each client</p> <p><b>IMPACT</b></p> <p>C. 65% of clients will report increased feelings of safety captured by the following: "By participating in counseling at SAVE, I now know more ways to plan for my safety. Yes or No"</p>
2.2 Provide to a minimum of 10 clients a packet of information containing relevant community-based resources	<p><b>EFFORT</b></p> <p>A. No. of clients who receive community-based resource packet</p> <p><b>QUALITY</b></p> <p>B. % of clients who develop a safety plan and receive a packet of community resources</p> <p><b>IMPACT</b></p> <p>C. 65% of clients who report increased knowledge about how to access community resources (or report knowing what community resource to access if needed) captured by the following: "By participating in counseling at SAVE, I now know more about community resources. Yes or No."</p>

**B. Results-Based Accountability**

Contractor will engage in a process with Alameda County Health Care Services Agency (HCSA) to report performance measures that inform how the Contractor's programs and services improve the lives of their clients. The Contractor's performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

Results-Based Accountability activities may include:

1. Participate in meetings with the HCSA's Public Health Department Community Assessment, Planning, Evaluation and Education (CAPE) Unit to develop, select, and sort performance measures using a Results-Based Accountability framework;
2. Develop and implement data-collection tools;
3. Prepare and submit progress reports and a final report to HCSA and the Measure A Citizen Oversight Committee; and
4. Prepare and deliver a presentation to the Measure A Citizen Oversight Committee on reported performance measures if requested.

**VI. Reporting Requirements**

- A. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Section V.A of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.
- B. Contractor shall complete the FY 2015-2016 Measure A Citizen Oversight Committee Allocation Report by August 15, 2016. The Measure A Oversight Committee's role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors and the public on the conformity of such expenditures to the purposes set forth in the ordinance. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report.
- C. The Alameda County Measure A Essential Health Care Services Initiative is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
  1. Contractor shall announce funding award only after
    - a. the contract has been fully executed and
    - b. announcement activities have been discussed with the Measure A Administrator.
  2. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  3. Contractor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

**Funded by Alameda County Measure A Essential Health Care Services Initiative**
4. Materials produced with Measure A funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Measure A, and the recipient will not be additionally reimbursed for use or reproduction.

Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT B-1**  
**PAYMENT TERMS**

**I. Budget Summary**

Budget Item	Additional Program Total 6/1/16 to 6/30/17	Second Amendment Measure A Funding 6/1/16 to 6/30/17
<b>Personnel Expenses</b>		
Clinical Director	\$27,000	\$4,375
Counseling Case Manager	\$35,000	\$2,438
Executive Director	\$19,260	\$1,500
Finance Director	\$11,700	\$1,500
Benefits	\$16,733	\$1,462
<b>Personnel Expenses Subtotal</b>	<b>\$ 109,693</b>	<b>\$11,275</b>
<b>Subcontract Expenses</b>		
Clinical Supervisor (consultant)	\$ 9,600	\$1,150
<b>Subcontract Expenses Subtotal</b>	<b>\$ 9,600</b>	<b>\$ 1,150</b>
<b>Operating Expenses</b>		
Intern Stipends	\$2,400	\$1,125
Intern Training Expenses	\$ 800	
Liability Insurance	\$ 2,100	\$750
Telephone/Internet	\$ 1,620	\$300
<b>Operating Expenses Subtotal</b>	<b>\$6,920</b>	<b>\$2,175</b>
<b>Indirect Expenses</b>	<b>\$3,660</b>	<b>\$400</b>
<b>Total</b>	<b>\$129,873</b>	<b>\$15,000</b>

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "Measure A Funding", unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

**II. Terms and Conditions of Payment****A. Reimbursement**

1. Contractor shall invoice the County during the Second Amendment period for actual expenses incurred according to the following schedule:

Invoice	Service Period	Submission Deadline
Fifth	July 1 to September 30, 2016	October 15, 2016
Sixth	October 1 to December 31, 2016	January 15, 2017

Seventh	January 1 to March 31, 2017	April 15, 2017
Eighth	April 1 to June 30, 2017	July 15, 2017

2. Contractor shall invoice the County upon execution of the contract and then on a **quarterly** basis during the Second Amendment period for actual expenses incurred. Total payment under the terms of this Agreement, including any amendments, shall not exceed \$65,000 and the original contract payment schedule may not exceed \$6,250 for the first through the fourth invoices; the remaining quarterly payments may not exceed \$10,000 without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than July 15, 2017.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.

**B. Invoicing Procedures**

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
ATTN: MEASURE A/JAMES NGUYEN  
1000 SAN LEANDRO BLVD STE 300  
SAN LEANDRO CA 94577

Invoices may also be emailed to [MeasureA@acgov.org](mailto:MeasureA@acgov.org) along with required progress reports to the Health Care Services Agency Measure A staff.

## EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b>  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>B</b>	<b>Commercial or Business Automobile Liability</b>  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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b>  Required for all contractors with employees	WC: Statutory Limits  EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Endorsements and Conditions:</b>	
1.	<b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
2.	<b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.	
3.	<b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.	
4.	<b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.	
5.	<b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
6.	<b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul>	
7.	<b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.	
8.	<b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



## CERTIFICATE OF LIABILITY INSURANCE

CP ID: JJ

 DATE ISSUED/EXPIRED  
05/24/16

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

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

PRODUCER Nichols Insurance Service, Inc P O Box 20075 Castro Valley, CA 94548 Sally Nichols, CIC	510-689-0300 510-689-0306	CONTACT NAME: _____ PHONE (AC. No. Ext): _____ EMAIL: _____ ADDRESS: _____ PRODUCER: _____ CUSTOMER ID #: <b>SAFEA-1</b>
INSURED <b>Safe Alternatives To Violent Environments, Inc 1900 Mowry Ave. Ste. 204 Fremont, CA 94538</b>		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofit's Insurance Alliance INSURER B: Philadelphia Insurance Company INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

INSR LTR	TYPE OF INSURANCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	ADDE SUBN INSR. WND	POLICY NUMBER 2015-02966NPO	POLICY EFF 05/17/15	POLICY EXP 10/17/16	REVISION NUMBER:	
						UNITS	
A.						EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
							\$
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
A.	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS	X	2015-02966NPO	10/17/15	10/17/16	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000
A.	Hired Autos					BODILY INJURY (Per person)	\$
A.	NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
	UMBRELLA/LIAB	OCCUR				PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIAB	CLAIMS-MADE					\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OR FORMER EMPLOYEE EXCLUDED? <input type="checkbox"/> (Mandatory in 50 states) If yes, describe under DESCRIPTION OF OPERATIONS below:					WC STATU- TORY LIMITS	OTH ER
	Professional liability		2015-286NPO	10/17/15	10/17/16	E.L. EACH ACCIDENT	\$
	D&O		PHSD042916	05/14/16	05/14/17	E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
	Named as Additional Insured: County of Alameda, its Board of Supervisors, the individual members thereof, all its County officers, agents, employees, volunteers, and representatives (30 days notice of cancellation)						

CERTIFICATE HOLDER	CANCELLATION
Alameda County Health Care Services Agency & Indigent Health 1000 San Leandro Blvd., #300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sally Nichols, CIC

© 1988-2009 ACORD CORPORATION. All rights reserved.

3515 Sale Alternatives to Violent

Certificate of Insurance

(page 4 of 20) 07/13/2015 05:06:37 PM

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
7/13/2015

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

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

PRODUCER		CONTACT NAME: _____ PHONE: _____ (Area, Rat): 866-500-6359 FAX: (AC, Nat): (855) 804-8449 EMAIL: _____ ADDRESS: _____ PRODUCER: _____ CUSTOMER ID #: _____	
INSURED		INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine & General Insurance 16608 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGE		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Exclusions) \$ MD EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOD AGG \$ \$
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						
GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS Hired AUTOS NON-OWNED AUTOS						
UMBRELLA LIMB EXCESS LIMB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input checked="" type="checkbox"/> T/M OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201500000S1S	7/1/2015	7/1/2016	✓ WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Re: As Per Contract or Agreement on File with Insured.						
CERTIFICATE HOLDER		CANCELLATION				
Alameda County Health Care Services Agency 1000 San Leandro Blvd, Ste 300 San Leandro, CA 94577		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		AUTHORIZED REPRESENTATIVE <i>Letitia Dravins</i>				

© 1988-2009 ACORD CORPORATION. All rights reserved.

POLICY NUMBER 02966NPO here

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENCY, EMPLOYEES AND REPRESENTATIVES

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations, or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

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

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

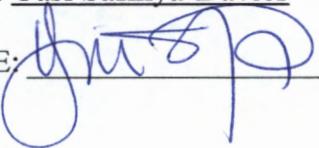
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Safe Alternatives to Violent Environments

PRINCIPAL: Yasi Safinya-Davies

TITLE: Executive Director

SIGNATURE: 

DATE: 5/24/10