



REVISED

AGENDA _____ July 11, 2023

OFFICE OF AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

June 27, 2022

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

SUBJECT: APPROVE COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENTS TO PROVIDE ESSENTIAL HEALTH CARE SERVICES USING MEASURE A FUNDS FOR FISCAL YEAR 2023-2024; APPROVE AN ALLOCATION OF BOARD OF SUPERVISORS HEALTH CARE DISCRETIONARY FUNDS FROM DISTRICT 1 TO PROVIDE PUBLIC HEALTH SERVICES; DELEGATE AUTHORITY TO HCSA DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACTS

Dear Board Members:

RECOMMENDATIONS

- A. Approve Community-Based Organization (CBO) Master Contract Amendments with the following providers to provide essential medical, mental health, and public health services to Alameda County residents utilizing Measure A Base funds, for the period of 7/1/2023 – 6/30/2024 in the total not-to-exceed amount of \$774,890:
- i. Alameda Boys and Girls Club, Inc. (Principal: Richard Watters; Location: Alameda), Master Contract No. 901583, New Procurement Contract No. 25823, to provide medical, mental health and public health services to youth, for the period of 7/1/23 – 6/30/24, in the amount of \$118,525;
 - ii. Center for Early Intervention on Deafness (Principal: Cindy Dickeson; Location: Berkeley), Master Contract No. 901587, New Procurement Contract No. 25824, to provide medical care through audiology, hearing and communication services for children, youth and adults, for the period of 7/1/23 – 6/30/24, in the amount of \$59,262;
 - iii. Center for Elders Independence (Principal: Maria Zamora, Location: Oakland), Master Contract No. 901588, New Procurement Contract No. 25825, to provide medical and public health services through Compassion Concordant Care Education and Support Program, for the period of 7/1/23 – 6/30/24, in the amount of \$59,262;
 - iv. LifeLong Medical Care (Principal: David B. Vliet, Location: Berkeley), Master Contract No. 900131, New Procurement Contract No. 25826, to provide public health services through the Heart 2 Heart program, for the period of 7/1/23 – 6/30/24, in the amount of \$103,250;
 - v. Multicultural Institute (Principal: Mirna Cervantes, Location: Berkeley), Master Contract No. 901584, New Procurement Contract No. 25828, to provide medical, mental health and public health services to uninsured, day laborers and other immigrants, for the period of 7/1/23 – 6/30/24, in the amount of \$98,771;
 - vi. Preventive Care Pathways (Principal: H. Geoffrey Watson, Location: Oakland), Master Contract No. 900432, New Procurement Contract No. 25829, to provide medical and public health services to low-income residents, for the period of 7/1/23 – 6/30/24, in the amount of \$237,049; and
 - vii. Street Level Health Project (Principal: Gabriela Galicia, Location: Oakland), Master Contract No. 901585, New Procurement Contract No. 25830, to provide medical, mental health and public

health services to immigrants, refugees and low-wage workers, for the period of 7/1/23 – 6/30/24, in the amount of \$98,771;

- B. Approve the use of Board of Supervisors Measure A health care services discretionary funds for Supervisorial District 1 totaling \$18,618 to provide public health services to residents of Alameda County;
- C. Approve a Community-Based Organization Master Contract Amendment (Master Contract No. 901976, New Procurement Contract No. 25925) with CityServe of the Tri-Valley (Principal: Christine Beitsch-Bahmani, Location: Pleasanton) to provide public health services to homeless residents in the Tri-Valley, for the period 7/1/23 – 6/30/24, in the amount of \$18,618 utilizing Measure A health care services discretionary funds for Supervisorial District 1; and
- D. Delegate authority to the Health Care Services Agency Director, or designee, to negotiate and execute these CBO Master Contract Amendments subject to the review and approval as to form by County Counsel, and submit executed copies to the Clerk for the Board for filing

DISCUSSION/BACKGROUND

Health Care Services Agency (HCSA) requests your Board to approve 8 Community-Based Organization (CBO) Master Contract Amendments with organizations to provide essential medical, mental health and public health services utilizing Measure A funds. HCSA requests your Board to delegate authority to the HCSA Director or her designee to negotiate and execute the CBO Master Contract Amendments to provide uninterrupted services while the contracts are being finalized.

On December 14, 2021, your Board approved a three-year base allocation totaling \$43,808,634 in Measure A funds each year beginning in Fiscal Year (FY) 2022-23 and ending in FY 2024-25 to provide essential health care services to Alameda County residents (Item No. 9). The three-year base allocation also included \$150,000 in Measure A funds per Supervisorial District each fiscal year, which are referred to as the Measure A health care services discretionary funds, to address various critical health care needs that require immediate attention. Each Supervisorial District's Board office selects providers to receive the discretionary funds and works with Health Care Services Agency (HCSA) to ensure that all selected programs comply with the Measure A ordinance and are approved by the full Board.

Approval of the CBO Master Contract Amendments with Alameda Boys and Girls Club, Inc., Center for Early Intervention on Deafness, Center for Elders Independence, LifeLong Medical Care, Multicultural Institute, , Preventive Care Pathways, and Street Level Health Project, which are funded by Measure A Base allocations, would allow these providers to continue to provide essential medical, mental health and public health services to low-income, uninsured and indigent children, youth, adults and seniors in Alameda County.

Approval of District 1 Measure A health care services discretionary funds (\$18,618) would support CityServe of the Tri-Valley to provide health referral services to homeless residents living in the Tri-Valley. Services include providing referral, navigation and resourcing for homeless individuals with mental health and substance abuse issues. These services will be provided through street outreach and case management.

Contracts funded by Measure A base allocations are administered and managed by different HCSA departments. Since these contracts are currently in different stages of development, HCSA will be bringing several letters to your Board to approve these Measure A base-funded contracts in July and August.

SELECTION CRITERIA/PROCESS:

Alameda Boys & Girls Club, Inc., Center for Early Intervention on Deafness, Center for Elders' Independence, Multicultural Institute, Preventive Care Pathways, and Street Level Health Project were selected through a public hearing process held on 1/24/11 in the Board of Supervisors' Chambers at 1221 Oak Street, Oakland, CA 94612. The selection process included reviewing a recommendation of providers and funding allocation submitted by HCSA, the public hearing on 1/24/11, and Board approval on 4/12/11 (Item No. 9 B-C). The Board of Supervisors reauthorized these base allocations and providers on 11/6/12 (Item No. 14), 12/8/15 (Item No. 5), 1/15/19 (Item No. 9.1), and 12/14/21 (Item No. 9). Multicultural Institute and Street Level Health Project were identified as providers serving a unique population, described as "Health Services for Day Laborers" in the Measure A budget. The allocation to Preventive Care Pathways is identified as "Direct Medical and Support Services (Oakland)" in the Measure A budget.

LifeLong Medical Care was selected as the contractor for the Heart 2 Heart Program based on a review by representatives of the HCSA, Board of Supervisors District 5, and the City of Berkeley Health Officer. LifeLong secured start-up funding for the program, was experienced in delivering chronic disease prevention services in the target community and proposed a model of prevention that integrated primary care best practice, community empowerment, and resident engagement.

CityServe of the Tri-Valley was selected by District 1 under the Board of Supervisors' Measure A allocations. HCSA 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 of Supervisors.

These providers are non-profit, community-based organizations and; therefore, are exempt from the requirements of the Alameda County Small, Local and Emerging Business (SLEB) Program.

FINANCING

Funding for these recommendations (\$793,508) comes from Measure A and is included in the HCSA FY 2023-24 Approved Budget. Approval of these recommendations will have no impact on net County costs.

VISION 2026 GOAL

Providing essential medical, mental health, and public health services to Alameda County residents meets the 10X goal pathway of **Healthcare for All** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

Colleen Chawla, Director
Health Care Services Agency

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2023**, is a part of the Community Based Organization Master Contract (**No. 901583**) made and entered into by and between the County of Alameda ("County"), and **Alameda Boys & Girls Club, Inc.**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Definition of Services;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.


The Exhibits A & B of this Amendment entered into between **the County of Alameda** and Contractor are part of the Master Contract between the parties. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2023** through **June 30, 2024**. The compensation payable to Contractor hereunder shall not exceed **\$122,673** for the term of this Agreement.

Dept. Contact Ricca Espiridion Phone (510) 667-3133 Email Ricca.Espiridion@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

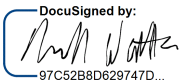
COUNTY OF ALAMEDA

By  Date 12/1/2023
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency


ALAMEDA BOYS & GIRLS CLUB, INC.

By  Date 12/1/2023
Signature

Name Richard Watters

Title Chief Executive Officer

APPROVED AS TO FORM, DONNA ZIEGLER, COUNTY COUNSEL FOR THE COUNTY OF ALAMEDA:

By  Date 12/1/2023
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
DEFINITION OF SERVICES

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	Alameda Boys & Girls Club, Inc.
Contract Period	July 1, 2023 to June 30, 2024
Type of Services	Medical, mental health and public health services to youth. Youth Development Organization: Education & Career; Character & Leadership; Health & Life Skills including Medical and Mental services; Performing & Fine Arts; Sport, Fitness & Recreation; STEM & Technology.
Procurement Contract No.	25823
Amount	\$122,673

I. Program Name

Alameda Boys & Girls Club, Measure A Program

II. Contracted Services

The 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.

Contractor shall provide Alameda County Health Care Services Agency:

The 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.

Since 1949, the Alameda Boys & Girls Club has been providing high-impact, affordable youth development programs and services for over 100,000 youth, ages 6 through 18. Its mission is to inspire and enable all youth, especially those who are in most need, to realize their full potential as productive, caring and responsible citizens. Over 65% of the children served live at or below the poverty line, over 35% come from single-parent households, over 75% identify as youth of color and over half come from families suffering from obesity, heart disease and diabetes. One of the Contractor's main goals is to ensure these youth learn how to grow up healthy in body, mind and spirit. To achieve this goal, the Contractor developed the Live Healthy program that includes medical, mental health, fitness, nutrition and life skills programs that meet the needs of the "whole" child and help them become healthy well into their adult years.

III. Program Information and Requirements**A. Program Goals**

Contractor shall provide services to accomplish the following goals:

As a Measure A-funded program, the priority actions of the Contractor is to ensure low-income youth grow up healthy in body, mind, and spirit by increasing access to medical, mental health and public health services through the following Live Healthy programs that meet the needs of the “whole” child:

- a. Increase access to medical and mental health services to low-income youth.
- b. Increase access to culturally-competent public health and mental health services to low-income youth through Life Skills workshops.
- c. Increase access to culturally-competent public health services to youth through a
- d. Comprehensive culinary, nutrition and health education program.
- e. Increase access to culturally-competent public health services to youth through a dynamic, Garden-based nutrition and ecology education program.
- g. Increase access to culturally-competent public health services to youth through a low and high-impact recreation and sports program.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

Underprivileged and at-risk youth, ages 6-18, in the City of Alameda

Contractor shall make it a priority to serve:

Underprivileged and at-risk youth, ages 6-18, in the City of Alameda

2. Referral Process to Program

All youth members ages 6-18 enrolled at the Alameda Boys & Girls Club have access to all of the programs and services Measure A funds.

3. Program Eligibility

All youth members enrolled at the Alameda Boys & Girls Club have access to all of the programs and services Measure A funds. Certain health and life skills programs such as Mighty Missy's and Club Knights have an age restriction determined by Boys & Girls Clubs of America's program criteria. Other services, like our gardening, cooking, physical fitness and mental health services are open to all youth members.

4. Limitations of Service

One limitation for services provided are for our medical screenings where we must:

1. gain parents' permission for their children to be screened

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

Alameda Boys & Girls Club programs are managed by our Director of Operations and Program Director, and ran by Youth Development Program Leaders and independent contractors. Medical screenings are organized by our Director of Operations and ran by professional

community volunteers. These volunteers provide youth members with referrals for follow-up treatment.

2. Consumer/Client Flow

Programs are regularly tracked and given a final evaluation on a quarterly (3 month) basis. Pre-surveys are given at the beginning of each quarter and post-surveys at the end when applicable.

3. Discharge Criteria and Process

N/A

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

2:30pm-6:30pm M, T, TH, F (1:30-6:30pm on Wednesdays); Teen nights on Wednesdays, Thursdays and Fridays for health and life skills workshops and physical fitness programs such as basketball.

5. Service Delivery Sites

Contractor shall provide services at the following location(s):

Alameda Boys & Girls Club, 1900 Third Street, Alameda, CA 94501

D. Minimum Staffing Qualifications

Director of Operations, Marc Morales – Marc has been staff member at the Alameda Boys & Girls Club since November 2006, now serving as Director of Operations following serving as Branch Director. As a former Club member, Marc has a long history with the Boys & Girls Club movement and has been dedicated to civic responsibility and community service throughout his life. He was named Alameda Boys & Girls Club “Youth of the Year” in 1986 and 1987. Marc has held various positions at the Alameda Boys & Girls Club and San Leandro Boys & Girls Club and has a deep understanding of the needs and issues surrounding at-risk youth.

Program Director, James Adkins – James has been with the agency nearly as long as Marc and has previous youth development experience. He has worked as the Athletic Director and proctored many health and life skills programs for our male members.

Seed-to-Table Director, Adriana Austin — Adriana got involved in all areas of horticulture when she moved to the Bay Area. She has worked with non-profits advocating environmental stewardship and habitat restoration and worked with landscaping companies which ranged from traditional ‘mow and blow’ services to niche markets such as permaculture based edible landscaping.

Athletic Director, Nathan Ghera – Nate has been working as the Athletic Director for the past six years. He was an Alameda Babe Ruth Baseball coach for two years prior to that. Nate has worked for the Alameda Unified School District as a Behavior Specialist for six years and for the past four years has been working at Ruby Bridges Elementary School in Alameda in the same field.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following objectives:

Process Objective	"How Much" Performance Measure
1. ABGC shall provide a minimum of 2 vision screening visits where a minimum of 150 low-income youth will be tested and receive referrals to follow-up care as needed.	1a. No. of members who received vision tests
2. ABGC shall provide programs and activities rooted in social-emotional learning and trauma-informed care for youth members by providing at least 3 workshops a quarter for youth focusing on secondary traumatic stress; burnout and/or compassion fatigue; and engage at least a 200 youth in group counseling.	2a. No. of workshops and/or trainings provided 2b. No. of group counseling sessions provided
3. ABGC shall provide at least 4 health education events and/or workshops for at least 320 members.	3a. No. of health education events and/or workshops provided 3b. No. of members who attend health education events and/or workshops
4. ABGC shall provide at least 30 Mind Matters mental health curriculum for a minimum of 100 members to help them self-soothe and regulate their emotions; manage their stress effectively and learn to reduce intrusive thoughts; develop empathy and improve their interpersonal communications and build and use a support system and learn how to ask for help	4a. No. of Mind Matters sessions provided 4b. No. of members attended the Mind Matters mental health curriculum sessions
5. ABGC shall provide a minimum of 4 Torch Club workshops (six sessions per workshop) with a minimum of 50 middle school male students to focus on learning to make good decisions, understanding the transition from boyhood to manhood, avoiding harmful substances and acting responsibly in their personal lives that promote positive and healthy behaviors, lifestyles, proper hygiene, and relationships.	5a. No. of Torch Club workshops conducted 5b. No. of middle school members attended the Torch Club workshops
6. ABGC shall provide a minimum of 6 Mighty	6a. No. of Mighty Missy's workshops

Missy's workshops (six sessions per workshop) with a minimum of 50 female members to focus on promoting self-esteem and healthy lifestyles, avoiding dating violence, harassment, sexually transmitted diseases and discussing sexual myths and emphasizing regular gynecological care.	conducted 6b. No. of female members attended the Mighty Missy's workshops
7. ABGC shall provide 40 Healthy Habits workshops to a minimum of 240 members to encourage a commitment to healthy eating and physical activity through daily programming (e.g. Chalk talks, Warm-ups)	7a. No. of Healthy Habits workshops conducted 7b. No. of members attended the Healthy Habits workshops
8a. ABGC shall provide a comprehensive culinary, nutrition and health education program to at least 200 youths that teaches the value of a healthy cooking and eating by combining hands-on cooking activities, field trips and a teaching curriculum. 8b. ABGC shall provide at least 4 culinary, nutrition and health education workshop/event for entire Club that teaches the value of a healthy cooking and eating.	8a. No. of members participated in culinary and nutrition education programming 8b. No. of culinary, nutrition and health workshops conducted
9a. ABGC shall provide a dynamic, <i>garden-based nutrition and ecology education program</i> to at least 300 Club youth. 9b. By June 30, 2024, ABGC shall provide at least 4 dynamic, garden-based nutrition and ecology education workshop/event.	9a. No. of unduplicated members participated in nutrition and ecology education 9b. No. of garden-based nutrition and ecology education workshops conducted
10a. ABGC shall provide low and high-impact recreation and sports to help at least 1,000 youth to develop and/or maintain an active and physically fit lifestyle. 10b. ABGC shall provide a at least 1 low and high-impact recreation and sports workshops/event.	10a. No. of unduplicated members participated in low and high-impact recreation and sports programming 10b. No. of low and high-impact recreation and sports workshops/event

B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
1a. At least 100% of members who received a vision screening with a detected issue shall be referred to the needed follow-up services.	1a. % of members who received a vision screening with a detected issue referred to the needed follow-up services.
2a. At least 75% of youth participants will recommend to other youth to participate in mental health workshops. 2b. At least 50% of youth participants referred by staff will participate in mental health workshops.	2a. % of participating youth who would recommend the health education event or workshop to a friend. 2b. % of youth participants referred by staff who participated in mental health workshops.
3a. At least 90% of participating youth shall recommend the health education event or workshop to a friend.	3. % of participating youth who would recommend the health education event or workshop to a friend.
4a. At least 75% of members shall complete their Mind Matters sessions 4b. At least 90% of participating youth shall recommend the mental health session to a friend.	4a. % of members completed their group Mind Matters sessions 4b. % of participating youth would recommended the health education workshop to a friend
5a. At least 75% of Torch Club participants shall complete all the sessions in a workshop. 5b. At least 85% of workshop participants shall recommend the Torch Club workshop to a friend.	5a. % of Torch Club participants completed all the classes in a series 5b. % of participating youth recommended the Torch Club workshop to a friend
6a. At least 75% of Mighty Missy's participants shall complete all the workshop sessions 6b. At least 85% of workshop participants shall recommend the Mighty Missy's workshop to a friend	6a. % of Mighty Missy's participants completed all workshop sessions 6b. of participating youth would recommend the of Mighty Missy's workshop to a friend
7. At least 85% of workshop participants shall recommend the Healthy Habits workshops to a friend.	7. % of workshop participants that would recommend the Healthy Habits workshops to a friend.
8a. At least 90% of youth shall invite a friend/family member to participate in a cooking session.	8a. % of youth invited a friend/family member to participate in a cooking session.

8b. At least 75% of members shall participate in three or more cooking sessions.	8b. % of members participated in three or more cooking sessions
8c. At least 80% of youth shall learn a new cooking technique/new recipe that they would want to try at home	8c. % of youth learned a new cooking technique/new recipe that they would want to try at home
9a. At least 90% of youth shall want to participate in another garden session.	9a. % of youth wanted to participate in another garden session.
9b. At least 75% of members shall participate in three or more gardening sessions.	9b. % of members participated in three or more gardening sessions.
10a. At least 85% of youth shall complete their testing series.	10a. % of youth completed their testing series
10b. At least 85% of youth shall participate in physical activities two or more times per week.	10b. % of youth participated in physical activities two or more times per week

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C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
1. At least 100% of screened members eligible for pro bono care until the age of 18 shall sign up for the vision screening	1. % of % of members who received a vision screening with a detected issue referred to the needed follow-up services.
2a. At least 75% of participants will have learned new skills/tools to improve their mental health.	2a. % of participating youth learned new skills/tools to improve their mental health.
2b. At least 75% of participants will have indicated an improvement in their overall mental health.	2b. % of participating youth indicating an improvement in their overall mental health.
3. A least 90% of participating youth shall learn a new skill for maintaining their physical health.	3. % of participating youth learned a new skill for maintaining their physical health
4a. At least 100% of participating members who needed follow-up treatment received the follow-up treatment	4a. % of participating members who needed follow-up treatment received the follow-up treatment
4b. At least 90% of participating youth learned a new skill to maintain their mental health.	4b. % of participating youth learned a new skill to maintain their mental health
5. By June 30, 2024, at least 90% of participating youth shall learn a new skill for handling the transition from childhood to adulthood.	5. % of participating youth learned a new skill for handling the transition from childhood to adulthood
6. By June 30, 2024, at least 90% of participating youth shall learn something new about developing positive relationships.	6. % of participating youth learned something new about developing positive relationships
7. By June 30, 2024, at least 90% of participating youth shall learn something new about developing healthy habits healthy eating and physical activity.	7. % of participating youth learned something new about developing healthy habits healthy eating and physical activity
8. By June 30, 2024, at least 90% of youth shall % of youth who learned a new cooking technique/ new recipe they would want to try at home	8. % of youth learned and demonstrated a new cooking skill
9. By June 30, 2024, at least 90% of youth shall learn and demonstrate a new gardening skill.	9. % of youth learned and demonstrated a new gardening skill
10a. By June 30, 2024 at least 75% of youth shall show improvement on their physical fitness scores.	10a. % of youth showed improvement on their physical fitness scores

10b. By June 30, 2024, at least 75% of youth shall increase their physical activity.	10b. % of youth increased their physical activity
10c. By June 30, 2024, at least 50% of youth shall meet or exceed the national fitness test average scores.	10c. % of youth met or exceeded national fitness test average scores

D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Sections III, IV and V of this Exhibit.
2. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals.
3. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents.
4. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.
5. Contractor shall complete **the FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report by September 30, 2024**. 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.
6. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements**A. Certification/Licensure**

N/A

B. Other Requirements

1. 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:
 - a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and
 - ii. announcement of activities have been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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

- d. 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.
2. 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.

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C. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

D. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

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**EXHIBIT B
TERMS OF PAYMENT**

I. Budget Summary

Budget Item	Program Total	Measure A Funding
Personnel Expenses		
.10 FTE Support Staff (3)	\$75,000	\$7,500
.10 FTE Chief Executive Officer	\$182,000	\$18,200
.25 FTE Athletics Director	\$62,400	\$15,600
.25 FTE Director of Operations	\$97,760	\$24,440
.25 FTE Program Director	\$75,000	\$18,750
.50 FTE Seed-to-Table Coordinator	\$40,651	\$20,325
Mind Matters Program leader	\$6,000	\$6,000
Personnel Expenses Subtotal	\$538,811	\$110,815
Operating Expenses		
Equipment	\$10,000	\$2,500
Food & Beverage	\$12,000	\$3,000
Office Supplies	\$5,000	\$1,250
Program Supplies	\$17,000	\$5,108
Operating Expenses Subtotal	\$44,000	\$11,858
Indirect Expenses (Not to exceed 14.9% of total allocation)	\$0	0
Total	\$582,811	\$122,673

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. Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

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

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

Invoice	Service Period	Submission Deadline
First	July 1 to September 31, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

- Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$122,673** and quarterly payments may not exceed **\$30,668.25** 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, 2024**.

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
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577

Invoices may also be emailed along with required progress reports to Alameda County Health Care Services Agency at MeasureA@acgov.org

[The remainder of this page is intentionally left blank.]

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/08/2023

PRODUCER HIFS INC. DBA ALAMEDA ASSOCIATES 1990 N. CALIFORNIA BLVD STE 20 WALNUT CREEK, CA 94598		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ALAMEDA BOYS AND GIRLS CLUB P.O. BOX 1069 ALAMEDA, CA 94501		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: UNITED STATES FIRE INSURANCE CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	5069044476	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 PHYS/SEX ABUSE \$1,000,000/3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	5069044476	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	5821214076	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU- <input type="checkbox"/> OTH- TORY LIMITS ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER	DIRECTORS & OFFICERS LIABILITY/ EPLI Professional liability	5560114851 5069044476	06/01/2023 06/01/2023	06/01/2024 06/01/2024	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE \$1,000,000 EACH/\$2,000,000 AGG

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

Alameda County is listed as an additional insured

CERTIFICATE HOLDER

 Alameda County
 Health Care Services Agency
 1000 San Leandro Blvd,
 #300 San Leandro, Ca 94577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE
 L. LOPEZ FOR ALAMEDA ASSOCIATES

POLICY NUMBER: 5069069253

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO, CA 94577

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(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: Alameda Boys & Girls Club, Inc.

PRINCIPAL: Richard Watters

TITLE: Chief Executive Officer

SIGNATURE:  DocuSigned by:
07C62B8D620747D... **DATE:** 12/1/2023

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

performing a function, activity, or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on

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

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

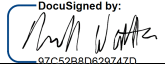
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession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

or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

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

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

Name Alameda Boys & Girls Club, Inc.

By (Signature) 

Print Name Richard Watters

Title Chief Executive Officer

EXHIBIT F
AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

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

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2023**, is a part of the Community Based Organization Master Contract (**No. 900131**) made and entered into by and between the County of Alameda ("County"), and **Lifelong Medical Care**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification; and
5. **Exhibit E** – HIPAA Business Associate Agreement.


The Exhibits A & B of this Amendment are entered into between **the County of Alameda** and Contractor. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2023** through **June 30, 2024**. The compensation payable to Contractor hereunder shall not exceed **\$106,864** for the term of this Agreement.

Dept. Contact Ricca Espiridion Phone (510) 667-3133 Email Ricca.Espiridion@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

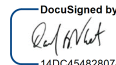
COUNTY OF ALAMEDA

By  DocuSigned by:
CB284AE84C50405... Date 11/20/2023
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency


LIFELONG MEDICAL CARE

By  DocuSigned by:
14DC454828074F9... Date 11/16/2023
Signature

Name David B. Vliet

Title Chief Executive Officer

APPROVED AS TO FORM, DONNA ZIEGLER, COUNTY COUNSEL FOR THE COUNTY OF ALAMEDA:

By  DocuSigned by:
78FBB13C28E44EF... Date 11/16/2023
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	LifeLong Medical Care
Contract Period	July 1, 2023 to June 30, 2024
Type of Services	Public health services through the Heart 2 Heart program
Procurement Contract No.	25826
Amount	\$106,864

I. Program Name

LifeLong Medical Care - Heart 2 Heart (H2H)

II. Contracted Services

The 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.

Contractor shall provide Alameda County Health Care Services Agency:
Interventions focused on reducing health inequality by increasing social capital and community capacity among community members

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:
Strengthen social cohesion among community members to reduce health inequalities particularly around cardiovascular disease.

- Community Objective:** Contractor shall organize at least 3 community outreach events (such as Neighborhood Block Party/Annual Celebration of the Mobile Blood Pressure Van, health screenings, wellness fairs and community resources) in partnership with community organizations, to make H2H a fixture in the community, increase visibility, and promote healthy behaviors.
- Individual Objective:** Contractor shall provide Neighborhood Health Advocate (NHA) with community health education training sessions to at least 20 residents (using City of Berkeley Public Health and LifeLong Medical Care approved curriculum).
- Community Objective:** Contractor shall coordinate with Neighborhood Health Advocates to participate in at least 30 community engagement activities to educate and link at least 100 community members to resources.
- System Objective:** Contractor shall administer at least 4 mini-grants to at least 4 individuals or entities that total \$10,000 to promote community health.

5. **Community Objective:** Contractor shall provide health education and services to at least 100 community members through at least 50 community health events.

B. Target Population

Contractor shall provide services to the following populations:

1. **Service Groups**

Contractor shall provide services to all community members who live, work, pray, play and/or have family members in South Berkeley.

Contractor shall make it a priority to serve low-income community members.

2. **Referral Process to Program**

The H2H program is open to all community members without referrals.

3. **Program Eligibility**

The H2H program serves any community member who lives, works, plays, prays, and/or has family in South Berkeley.

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. **Program Design**

The H2H team will host, promote, and/or sponsor regular ongoing community outreach events, in partnership with community organizations to make H2H a fixture in the community, increase visibility, and promote healthy behaviors. Planning process will include reaching out to partnering organizations and planning meetings about three months prior to the event date. On the day of the event, contractor shall be the lead in overall organization and execution.

The team will also provide Neighborhood Health Advocate training using City of Berkeley Public Health and LifeLong Medical Care approved curriculum. An 8-week core training will be held for newly recruited NHA, and monthly on-going trainings will be provided for Senior NHA.

The H2H team will offer a mini-grant program that solicits, reviews, awards, and monitors grant proposals from community members and local organizations.

Additionally, the team will provide hypertension education, screenings, linkage to resources, and information on health-related topics to all H2H community residents. Weekly hypertension drop-in clinics will be held at two locations along with monthly community activities.

2. **Service Delivery Sites**

Contractor shall provide services at the following location(s):

South Berkeley (various locations)

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following objectives:

Process Objective	"How Much" Performance Measure
1. Contractor shall organize at least 3 community outreach events (such as Neighborhood Block Party/Annual Celebration of the Mobile Blood Pressure Van, health screenings, wellness fairs and community resources) in partnership with community organizations, to make H2H a fixture in the community, increase visibility, and promote healthy behaviors.	1a. Number of individuals who participate in a community outreach events 1b. Number of community outreach events
2. Contractor shall provide Neighborhood Health Advocate (NHA) with community health education training sessions to at least 20 residents (using City of Berkeley Public Health and LifeLong Medical Care approved curriculum).	2a. Number of individuals trained 2b. Number of training sessions conducted
3. Contractor shall coordinate with Neighborhood Health Advocates to participate in at least 30 community engagement activities to educate and link at least 100 community members to resources. <i>Community engagement activities include: 1) small group presentations; 2) community fairs; 3) H2H sponsored events/activities; 4) street outreach; & 5) in-home presentations.</i>	3a. Number of community members participated in community engagement activities 3b. Number of Neighborhood Health Advocates participated in community engagement activities 3c. Number of community engagement activities
4. Contractor shall administer at least 4 mini-grants to at least 4 individuals or entities that total \$10,000 to promote community	4a. Number of individuals who receive mini-grants

health.	4b. Number of attendees at activities funded by mini-grants
	4c. Number of mini-grants administered.
5. Contractor shall provide health education and services to at least 100 community members through at least 50 community health events. <i>Community health services include hypertension education, screenings, linkage to resources, and information on health-related topics at events that include: 1) door-to-door blood pressure checks; 2) mobile health van visits; 3) drop-in clinics; 4) barber shop health hubs; and 5) other community events, in collaboration with UC Berkeley, Samuel Merritt University, local community-based organizations & faith-based organizations.</i>	5a. Number of community members served
	5b. Number of community health events

B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
1. At least 50% of community members polled shall report that they would recommend the community outreach event to someone they know.	1. % of community members polled reported that they would recommend the community outreach event to someone they know.
2a. At least 50% of community members enrolled shall complete training curriculum.	2a. % of community members enrolled completed training curriculum.
2b. At least 50% of community members enrolled shall report they would recommend the community health education training to someone they know.	2b. % of community members enrolled reported they would recommend the community health education training to someone they know.
3. At least 50% of community members engaged in community engagement activities, who are polled, shall report they would recommend the community engagement activity to someone they know.	3. % of community members engaged in community engagement activities, who are polled, reported they would recommend the community engagement activity to someone they know.
4. At least 50% of grantees shall report that they will recommend the mini-grant program to someone they know.	4. % of grantees reported that they will recommend the mini-grant program to someone they know.

5a. At least 50% of attendees at the Hypertension (HTN) drop-in clinic shall visit the drop-in clinic more than once.	5a. % of attendees at the Hypertension (HTN) drop-in clinic visited the drop-in clinic more than once.
5b. At least 50% of attendees at a community health event, who are polled, shall report they would recommend the community health event to someone they know.	5b. % of attendees at a community health event, who are polled, reported they would recommend the community health event to someone they know.

C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
1a. At least 50% of community members polled shall report that the community outreach event made them feel more connected to the community.	1a. % of community members polled reported the community outreach event made them feel more connected to the community.
1b. At least 50% of community members polled shall report that they learned something new as a result of the community outreach event.	1b. % of community members polled reported that they learned something new as a result of the community outreach event.
2a. At least 50% of community members enrolled shall report the community health education training made them feel more connected to the community and conducted health advocate activities.	2a. % of community members enrolled reported the community health education training made them feel more connected to the community and conducted health advocate activities.
2b. At least 50% of community members who completed the health education training shall report increased knowledge about the training topic.	2b. % of community members who completed the health education training reported increased knowledge about the training topic.
2c. At least 50% of community members who completed the training shall report being more confident in providing community health education and trainings to community members.	2c. % of community members who completed the training reported being more confident in providing community health education and trainings to community members.
3a. At least 50% of community members engaged in community engagement activities, who are polled, shall report the community engagement activity made them feel more connected to the community.	3a. % of community members engaged in community engagement activities, who are polled, reported the community engagement activity made them feel more connected to the community.

3b. At least 50% of community members engaged in community engagement activities, who are polled, shall report that the community engagement activity met their needs.	3b. % of community members engaged in community engagement activities, who are polled, reported that the community engagement activity met their needs.
3c. At least 50% of polled community members who participated in a Neighborhood Health Advocate community engagement activity shall report an increase in knowledge or skills on the theme or topic.	3c. % of polled community members who participated in a Neighborhood Health Advocate community engagement activity reported an increase in knowledge or skills on the theme or topic.
4a. At least 50% of program attendees shall report the mini-grant project made them feel more connected to the community.	4a. % of program attendees reported the mini-grant project made them feel more connected to the community.
4b. At least 50% of program attendees shall report that the mini-grant project increased their knowledge or skills.	4b. % of program attendees reported that the mini-grant project increased their knowledge or skills.
5a. At least 50% of attendees at the HTN clinic who are polled shall report the community health event made them feel more connected to the community.	5a. % of attendees at the HTN clinic who are polled reported the community health event made them feel more connected to the community.
5b. At least 50% of attendees at the HTN clinic who are polled shall report feeling confident in taking the next steps in managing their own health.	5b. % of attendees at the HTN clinic who are polled reported feeling confident in taking the next steps in managing their own health.
5c. At least 50% of attendees who are polled shall report that the community health event met their needs.	5c. % of attendees who are polled reported that the community health event met their needs.

D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Sections IV and V 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.
2. Contractor shall complete the FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report by September 30, 2024. 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, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Certification/Licensure

N/A

B. Other Requirements

1. 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 HCSA. Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
 - a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and
 - ii. announcement of activities have been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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
 - d. 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.
2. 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.

D. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

E. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

**EXHIBIT B
TERMS OF PAYMENT**

I. Budget Summary

Budget Item	Program Total	Measure A Funding
Personnel Expenses		
H2H Program Specialist (1.0 FTE)	57,116	57,116
Benefits @28%	15,992	15,992
Personnel Expenses Subtotal	73,108	73,108
Operating Expenses		
Mini-grants	10,000	10,000
Food for events and meetings	2,000	2,000
Rentals, Supplies, and Printing	3,616	3,616
Mileage	400	
Telephone	668	
Stipends for Neighborhood Advocates	5,000	5,000
Stipend for help with evaluations	1,000	
Operating Expenses Subtotal	22,684	20,616
Indirect Expenses (Not to exceed 14.02% of total allocation)	13,140	13,140
Total	108,932	106,864

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. Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

II. Terms and Conditions of Payment

A. Reimbursement

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

Invoice	Service Period	Submission Deadline
First	July 1 to September 30, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

2. Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$106,864** and quarterly payments may not exceed **\$26,716** without prior written approval from 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, 2024**.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to 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
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency (MeasureA@acgov.org).

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



LIFEMED-06

LROSAS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2023

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

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

PRODUCER ProCo Insurance Services 910 E Hamilton Ave #410 Campbell, CA 95008	CONTACT NAME: Lorraine Rosas PHONE (A/C, No, Ext): (408) 510-5440 FAX (A/C, No): (415) 382-0676 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: Cypress Insurance Company (CA) INSURER C: Homeland Insurance Company of NY INSURER D: Fidelity and Deposit Company of Maryland INSURER E: INSURER F:	
INSURED LifeLong Medical Care PO Box 11247 (94712) 2344 6th Street Berkeley, CA 94710	NAIC # 10855 34452 39306	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> *See Remarks for Add GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2023-28735	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		2023-28735	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			2023-28735-UMB	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LIWC422040	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			720000606-0001	1/1/2023	1/1/2024	Limit \$ 3,000,000
D	Crime			CCP 7894929-02	10/1/2023	10/1/2024	Deductible -\$10,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are additional insured on General Liability and Automobile Liability policies if required by written contract per attached endorsements. General Liability is Primary and Non-Contributory per attached endorsement. 30 day notice in the event of policy cancellation (except 10 days in the event of non-payment) applies per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Healthcare Services Agency 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
---	---

ACORD 25 (2016/03)

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POLICY NUMBER: 2023-28735

COMMERCIAL GENERAL LIABILITY

Named Insured: LifeLong Medical Care, Inc.; dba: Brookside Community

CG 20 26 12 19

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): County of Alameda, its Board of Supervisors, the individual members thereof, and all county officers, agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(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: LifeLong Medical Care

PRINCIPAL: David B. Vliet

TITLE: Chief Executive Officer

SIGNATURE:  14DC454828074F9... **DATE:** 11/16/2023

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 LifeLong Medical Care, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such

breach, unless Covered Entity agrees otherwise.

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

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set

to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

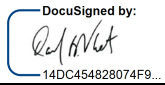
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or

satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

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

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

Name Lifelong Medical Center

By (Signature) 14DC454828074F9...

Print Name David B. Vliet

Title Chief Executive Officer

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2023**, is a part of the Community Based Organization Master Contract (**No. 901585**) made and entered into by and between the County of Alameda ("County"), and **Street Level Health Project**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.

The Exhibits A & B of this Amendment entered into between **the County of Alameda** and Contractor are part of the Master Contract entered into between the parties. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2023** through **June 30, 2024**. The compensation payable to Contractor hereunder shall not exceed **\$102,228** for the term of this Agreement.

Dept. Contact James Nguyen Phone (510) 618-2016 Email James.Nguyen@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

COUNTY OF ALAMEDA

DocuSigned by:

By CB284AE84C50405... Date 1/5/2024
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency

STREET LEVEL HEALTH PROJECT

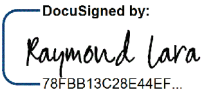
DocuSigned by:

By F498017F6E6045E... Date 1/4/2024
Signature

Name Gabriela Galicia

Title Executive Director

APPROVED AS TO FORM, DONNA ZIEGLER, COUNTY COUNSEL FOR THE COUNTY OF ALAMEDA:

DocuSigned by:

By 78FBB13C28E44EF... Date 1/4/2024
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
Program Description and Performance Requirements

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	Street Level Health Project
Contract Period	July 1, 2023 to June 30, 2024
Type of Services	Medical and public health services to immigrants, refugees and low-wage workers
Procurement Contract No.	25830
Amount	\$102,228

I. Program Name

Street Level Health Project - Measure A Essential Health Care Services Initiative

II. Contracted Services

The 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.

Contractor shall provide Alameda County Health Care Services Agency:

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. Street Level Health Project is an Oakland-based grassroots organization dedicated to improving the health and wellbeing of underserved urban immigrant communities in the Bay Area. Our community center is an entry point to the health care and social service system for those most often overlooked and neglected, namely the uninsured, underinsured, and recently arrived.

Founded in 2002 by two pre-med students, Street Level Health Project has become the “safety net of the safety net” and serves as a critical entry point in the health care and social service system for the medically uninsured. Our programs include: Health Access Program, where we connect clients to local health care providers and offer basic health care; Immigrant Rights and Empowerment, where we offer health and safety trainings, job referrals, and leadership development opportunities; and our Wellness and Prevention Program, where we improve health by providing educating, case management, food access program. We serve community members from all over Alameda County. Because our offices are located in Oakland, the majority of our clients that we see live in Oakland.

Our Health Access Program and Wellness and Prevention Program consist of health screenings, case management and health referrals services, nutritionist one-on-one consultations, healthy food bags filled with fresh produce, referrals to social service providers, advocacy efforts with allied organizations, and cultural competency and clinical-skills training for the next generation of

healthcare providers. Our wide array of services improve the health and wellbeing of uninsured, immigrant community members. The Measure A service categories that our services fall under include medical and public health.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Increase health care access to uninsured/underinsured immigrants, refugees and low-wage workers by providing health screenings, health care referrals, patient navigation support, nutrition consultations and prevention services.
2. Increase access to public health services for uninsured/underinsured immigrants, refugees and low-wage workers through community public health education, food distribution and community health resources.
3. Increase access to public health services for uninsured/underinsured immigrants, refugees and low-wage workers by engaging in client and organizational advocacy to increase the visibility of the health needs of the immigrant and refugee community.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

The population that will be served with Measure A funds includes uninsured, indigent, low-income, individuals and families. Street Level Health Project serves recent immigrants: 97% of our clinic patients are foreign-born and emigrated from over 20 countries around the globe, including Guatemala (41%), Mexico (26%), Honduras (5%), and Nepal (1%). Day Laborers that are seen by a provider during outreach, almost half (48%) have resided in the U.S. for less than three years, and (13%) have resided in the U.S. between four and ten years. Lastly, 67% of our clients are adult males and (52%) are between the ages of 25-61. Almost all our clients occupy marginalized positions within the labor market, working as day laborers or temporary workers in construction, gardening, moving, house cleaning, etc. Most of our clients are undocumented and don't qualify for benefits afforded by the Affordable Care Act. Health access for many of our clients is impacted by fears surrounding legal status, inability to register with a community clinic due to closed registration, insufficient translation services, unaffordable transportation and lost work opportunities due to long wait times at Federally Qualified Health Care Service Agencies.

Contractor shall make it a priority to serve:

Day laborers, low- wage immigrant workers, uninsured, and underinsured immigrant clients excluded from public benefits.

2. Referral Process to Program

Street Level Health Project is often referred to as the “safety net of the safety net”, a drop-in community center that does not require referrals to access program services. We prioritize translation services for Mam (indigenous language of Guatemala) and Spanish-speaking patients. Our ability to provide linguistically appropriate medical, mental health and nutrition prevention services makes SLHP a key referral site to various community agencies including: Community Health for As, Health Care for the Homeless, various AA groups, Casa del Sol, Highland Hospital, school based health programs, La Clinica De La Raza, Native American Health Center, Order of Malta Clinic and Planned Parenthood. Current data demonstrates that 70% of referrals made to SLHP are from a friend, family or acquaintance.

3. Program Eligibility

Street Level Health Project shall provide free services to day laborers, low-wage immigrant workers, uninsured and underinsured immigrant clients excluded from public benefits who reside in Alameda County. Street Level does not deny services to community members, regardless of insurance status.

Contractor shall only serve clients who: are uninsured, underinsured, immigrants, or unable to access other health services.

4. Limitations of Service

Contractor does not provide emergent or non-ambulatory medical care. Contractor does not provide pediatric care, obstetrics and gynecology, dental services, or vision care. Contractor only pursues treatment with patients that follow up post discharge or who are of high acuity need. If contractor does not have the capacity, skills, or certification needed to provide the services then clients are referred to appropriate providers.

C. Program Requirements

Street Level Health Project is currently closed for onsite clinical services, and continues to provide telehealth and outreach services. Contractor shall maintain program services at the following minimum levels:

1. Program Design

Street Level Health Project will increase the access to health care and social services for day laborers, low-wage immigrant workers, uninsured and underinsured immigrants utilizing an integrated health approach framework that provides: 1) health screenings, nutrition services, and patient advocacy; 2) navigation assistance to healthcare and social services systems and health enrollment through outreach, linkages, and referrals; 3) provide services and meet needs through a culturally responsive and linguistically competent approach; 4) healthy food access options through our food distribution program; and 5) provide exposure and training opportunities to prospective and current healthcare providers and community health workers to address the needs of these clients.

2. Consumer/Client Flow

<p>1. OUTREACH</p> <ul style="list-style-type: none"> - Outreach workers distribute a nutritious breakfast to inform Day Laborers at 6 hiring sites about SLHP and community services. - Outreach workers share resources, conduct health screenings, and provide health education. <p><i>Outreach workers distribute PPE, provide access to medical providers and share resources.</i></p>	<p>3X per month, 2 hrs of outreach per session</p> <p><i>*Covid safety adjustments are made as necessary, which may limit outreach sessions*</i></p>
<p>2. COMMUNITY MEMBER enters SLHP</p> <ul style="list-style-type: none"> - Community members contact SLHP via our hotline, in which community health workers refer community members to services within Street Level and service partners. <p>AND/OR</p> <ul style="list-style-type: none"> - Community members arrive at our center and are greeted and directed to their desired service. Clients seeking specific services will fill out an intake based on area of need. 	<p>Resource Navigation Hotline Mon & Wed 9am - 5pm</p> <p>Drop-In Services: Resource Navigation MWF 9am – 4pm</p>
<p>3. MEDICAL INTAKE</p> <ul style="list-style-type: none"> - Referrals are sent to the Health Access Program (HAP), the program manager conducts an initial intake to assess which services are being requested. - The HAP manager schedules appointments for services and coordinates care. <p><i>In-Person Monthly Health Screening Clinic</i> <i>Volunteer and Community Health Workers begin intake by measuring blood pressure, blood sugar, height, weight, and temperature as appropriate.</i></p> <ul style="list-style-type: none"> - Volunteer and Community Health Workers facilitate Health Screening Questionnaire, which assesses access to healthcare services, as well as self-identified mental health, substance use, health coverage and sexual other health needs. - Based on self-assessment, community members receive information and referral to same-day on-site services. 	<p>Telehealth Navigation Mon-Fri 9am-5pm</p> <p>Services are by appointment and scheduled M-F 9am to 5:30pm (unless evening hours are requested)</p> <p>Drop-In Services: Prevention Services M, W, F 9:00am – 4:00pm In-person Health Screenings 1x a month Schedule TBD</p>
<p>4. INTERVENTION</p> <p><i>Intervention can include any of the following areas based on patient need:</i></p>	<p>Services are by appointment and scheduled M-F 9am to 5:30pm (unless evening</p>

<ul style="list-style-type: none"> - Medical provider assesses medical history and conducts a telehealth appointment to assess healthcare needs and explore treatment options. Patients in need of a physical exam are connected to care accompanied by a referral and note from our medical provider. The medical provider also informs patient about their condition and how to manage it. - As needed, SLHP's Nutritionist will assess patient and develop a care plan which may include regular nutrition counseling, supplements including exercise, and referrals to nutrition resources (food pantries, free lunch programs, etc.). <p><i>In-Person Monthly Clinic</i> On-site treatment is provided where possible for conditions such as wound care, musculoskeletal pain, dermatological issues, etc. The Medical provider also informs patients about their condition and how to manage it.</p>	<p>hours are requested)</p> <p><i>Drop-In Services:</i></p> <p><i>Prevention Services</i> M, W, F 9:00am – 4:00pm</p> <p><i>In-Person Health Screenings</i> 1x a month Schedule TBD</p>
<p>5. DEVELOPMENT OF A CARE PLAN</p> <ul style="list-style-type: none"> - Medical providers collaborate to develop care plans that may include lifestyle changes, lab work, medication, follow-up visits and referrals to services such as health coverage; mental health; primary care; specialty care; vision care; and dental care. - Clinic Manager works with medical providers to develop a strategy for care plan implementation. Plans are responsive in nature and take factors like immigration status, where patients reside, health insurance status, language and literacy barriers into consideration to ensure access post discharge. 	<p>Services are by appointment and scheduled M-F 9am to 5:30pm (unless evening hours are requested)</p> <p><i>Drop-In Services:</i> <i>Prevention Services</i> M, W, F 9:00am -4:00pm</p> <p><i>In-Person Health Screenings</i> 1x a Month Schedule to TBD</p>
<p>6. REVIEW OF CARE PLAN WITH PATIENT</p> <p><i>Telehealth</i></p> <ul style="list-style-type: none"> - HAP Manager reviews care plans with patients 1-1 to ensure clarity, answers any questions, and offer detailed referral information. - Patients are offered an opportunity to provide feedback on care plans and make changes as needed. <p><i>In-Person Health Screening Clinic</i></p> <ul style="list-style-type: none"> - Community Health Workers review care plans with patients 1-1 to ensure clarity, answer any questions, and offer detailed referral information. If appropriate, a Community Health 	<p>Services are by appointment and scheduled M-F 9am to 5:30pm (unless evening hours are requested)</p>

<p><i>Worker will offer health education for dietary changes and common conditions such as diabetes, hypertension, insomnia and gastroesophageal reflux disease.</i></p>	
<p>7. FOLLOW-UP AND RE-ASSESSMENT</p> <ul style="list-style-type: none"> - <i>Patient carries out treatment plan, reaching out to Street Level staff as needed. Street Level staff follow-up with high acuity patients and provide case management and troubleshooting support for complex referrals such as specialty care services, crisis support and health coverage issues.</i> - <i>Community members are encouraged to return to Street Level for reassessment by medical staff or to get support with accessing referrals.</i> 	<p><i>Services are by appointment and scheduled M-F 9am to 5:30pm (unless evening hours are requested)</i></p> <p><i>Community Health Workers and Manage provide phone follow-up as needed to ensure linkage to referrals.</i></p>
<p>8. DISCHARGE <i>Discharge occurs when any of the following conditions have been met:</i></p> <ul style="list-style-type: none"> - <i>The community member has successfully established health coverage and has access to primary care.</i> - <i>The primary issue of concern has been addressed or resolved.</i> - <i>The community member is not actively seeking follow-up services</i> 	<p><i>Services are by appointment and scheduled M-F 9am to 5:30pm (unless evening hours are requested)</i></p> <p><i>In-Person Services: Drop-in services are always available to patients described at discharge.</i></p>

3. Discharge Criteria and Process

Discharge occurs when any of the following conditions have been met:

1. The community member has successfully established health coverage and has access to primary care.
2. The primary issue of concern has been addressed or resolved.
3. The community member is not actively seeking follow-up services.

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Resource Navigation via hotline T, W 9am - 5pm

Drop in health navigation services: M, W, F 9am-4pm

Food Bag distribution T : 2pm-until food bags runout

Health screenings via referral M-F 9 - 5pm (Telehealth)

In person monthly health screening clinic TBD

Nutrition/Herbalist consultations M, W, F 10:30am - 4:30pm (Telehealth)

5. Service Delivery Sites

Contractor shall provide services at the following location(s):

Primary Location: 3125 East 15th St, Oakland CA 94601.

****Services are also being provided via the SLHP hotline remotely****

We provide outreach services to 6 hiring stops in the Fruitvale District that include:

- East 12th Street Corridor – Between 25th St. & Fruitvale Ave.
- Economy Lumber – At the intersection of Coliseum Way & High St.
- Home Depot – Alameda Ave.
- O’Reilly’s – High St. & International Blvd. and High Street Corridor
- U-Haul Parking Lot – International Blvd. and 54th Ave.
- Walgreens parking lot - Foothill Blvd. and Fruitvale Ave.

D. Minimum Staffing Qualifications

Health Access and Wellness and Prevention program staff are all bilingual in Spanish and English. We have Mam (Guatemalan indigenous language) interpreters as well.

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. Contract Deliverables and Reporting Requirements**A. Process Objectives and Performance Measures**

By June 30, 2024, Contractor shall meet the following objectives:

Process Objective	“How Much” Performance Measure
1. Contractor shall provide health care screenings to a minimum number of 250 unduplicated clients across multiple languages.	1. No. unduplicated clients received health care screenings and/or episodic care visits.
2. Contractor shall provide a minimum of 2,000 health-related navigation/referral services annually across various local healthcare agencies.	2a. No. of unduplicated clients referred 2b. No. health and prevention related navigation/referral services
3. Contractor shall provide a minimum of at least 200 nutritionist/herbalist consultations to clients.	3a. No. clients received nutritionist/herbalist consultations. 3b. No. of nutritionist/herbalist consultations provided.

4. At least 2,000 low-income individuals in a period of a year, shall receive fresh fruits and vegetables at no cost.	4. No. of food bags distributed.
5. Contractor shall recruit or retain and train a minimum of 7 prospective and current healthcare providers, providing them with experience working with uninsured low-income communities.	5. No. of community health workers trained.

B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
1. At least 80% of clients served shall report that their issues were addressed.	1. % of clients served reported that their issue was addressed.
2. At least 75% of new clients who report having no healthcare coverage shall be referred to HCSA for enrollment services.	2. % of new clients who report having no healthcare coverage are referred to HCSA for enrollment services
3. At least 80% of patients screened by the health access program and have expressed interest in Nutrition services will receive a consultation.	3. % of clients who receive a consultation
4. At least 80% of clients accessing the food pantry shall be given information about resources to benefits like CalFresh and other food services	4. % of clients accessing the food pantry received information about Cal Fresh enrollment referrals or other services if they do not qualify for benefits
5. At least 70% of health workers who completed Community Health Workers training shall report gaining experience providing direct patient care and support services in a culturally-sensitive environment.	5. % of health workers who completed Community Health Workers training shall report gaining experience providing direct patient care and support services in a culturally-sensitive environment.

C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
1. At least 10% of new clients served shall report that they have not seen a doctor in over 5 years (excluding Street Level and Emergency Department)	1. % of patients served reported they have not seen a doctor in over 5 years.
2. At least 60% of clients who access health access program services shall report that	2. % of clients who access the health access program that report they would not have

they would not have received this service elsewhere.	received this service elsewhere.
3. At least 70% of patients who seek a consultation will receive health education and referrals to food access program	3. % of patients who receive health education and a referral to food access program
4. At least 75% of clients accessing the food pantry shall report that they would not have received healthy food if they did not get it through the food pantry	4. % of clients accessing the food pantry reported that they would not have received fresh fruits & vegetables if they did not get it through the food pantry
5. At least 70% of community health workers who took the exit survey shall report that the experience received through the training program would have otherwise not been obtained.	5. % of community health workers reported that the experience received through the training program would have otherwise not been obtained.

D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Sections III, IV and V 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.
2. Contractor shall complete the FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report by September 30, 2024. 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, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

All medical providers are licensed and have malpractice insurance in accordance with state requirements.

B. Other Requirements

1. 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:

- a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and
 - ii. announcement of activities have been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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
 - d. 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.
2. 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.

D. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

E. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

**EXHIBIT B
TERMS OF PAYMENT**

I. Budget Summary

Budget Item	Program Total	Measure A Funding
Personnel Expenses		
.80 FTE Manager, Health Access Program	\$47,174	\$27,000
.80 FTE Prevention Services Manager Health Access Program	\$47,174	\$16,000
.28 FTE Nutritionist	\$30,466	\$5,857
.80 FTE Health Navigator	\$40,185	\$3,607
.2 FTE Clinic Interpreter	\$25,116	\$6,656
Benefits (30%)	\$57,035	\$16,699
Personnel Expenses Subtotal	\$247,150	\$75,819
Subcontract Expenses		
Subcontractor - Medical Providers	\$9,775	\$3,950
Subcontractor Expenses Subtotal	\$9,775	\$3,950
Operating Expenses		
Rent	\$19,128	\$7,000
Malpractice Insurance	\$1,600	\$1,000
Telephone / DSL	\$1,600	\$0
Office Supplies	\$1,200	\$0
Food & Supplies	\$3,200	\$0
Stipend	\$533	\$0
Water	\$280	\$0
Equipment	\$1,600	\$0
Printing & Reproduction	\$600	\$0
Medical Supplies	\$8,000	\$2,000
Medical Labs	\$3,000	\$800
Operating Expenses Subtotal	\$40,741	\$10,800
Administrative Indirect Expenses (14.02%)	\$41,732	\$11,659
Total	\$339,398	\$102,228

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. Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

II. Terms and Conditions of Payment

A. Reimbursement

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

Invoice	Service Period	Submission Deadline
First	July 1 to September 30, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

- Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$102,228** and quarterly payments may not exceed **\$25,557** 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, 2024**.
- Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
- 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.
- 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
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency (MeasureA@acgov.org)

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/5/2023

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 Cook, Disharoon & Greathouse, Inc. 16 Bryson Drive Sutter Creek CA 95685		CONTACT NAME: Noah Whitfield PHONE (A/C, No, Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979 E-MAIL ADDRESS: nwhitfield@cdginsurance.com	
INSURED Street Level Health Project 3125 E 15th St. Oakland CA 94601		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35076	

COVERAGES

CERTIFICATE NUMBER: CL235516826

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	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		202317332NP0	6/6/2023	6/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPPAG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			202317332NP0	6/6/2023	6/6/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202317332NP0	6/6/2023	6/6/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	18504442023	5/1/2023	5/1/2024	<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)

CERTIFICATE HOLDER tamara.lawson2@acgov.org Alameda County Health Care Services Agency 1000 San Leandro Blvd. Suite 300 San Leandro, CA 94577		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Noah Whitfield/NW	
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 ACORD 25 (2014/01)
 INS025 (2014/01)

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POLICY NUMBER: 2023-17332
 Named Insured: Street Level Health Project

COMMERCIAL GENERAL LIABILITY
 CG 20 26 12 19

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):

Alameda County Health Care Services Agency

County of Alameda, its Board of Supervisors, the individual members thereof, an all County officers, agents, em

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

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

However:

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

Alameda County, Health Care Services Agency

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

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: Street Level Health Project

PRINCIPAL: Gabriela Galicia

TITLE: Executive Director

SIGNATURE:  F498017F6E6045E... DATE: 1/4/2024

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

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

VI. INDIVIDUAL CONTROL OVER PHI

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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


Name	Street Level Health Project
By (Signature)	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> <small>DocuSigned by:</small>  <small>F498017F9E0045E</small> </div> </div>
Print Name	Gabriela Galicia
Title	Executive Director

EXHIBIT F
AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

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

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2023**, is a part of the Community Based Organization Master Contract (**No. 901587**) made and entered into by and between the County of Alameda ("County"), and **Center for Early Intervention on Deafness**, hereinafter referred to as the ("Contractor" or "CEID").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.

The Exhibits A & B of this Amendment are entered into between **the County of Alameda** pursuant to the Master Contract entered into by both parties. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2023** through **June 30, 2024**. The compensation payable to Contractor hereunder shall not exceed **\$61,336.00** for the term of this Agreement.

Dept. Contact: Ricca Espiridion Phone: (510) 667-3133 Email: Ricca.Espiridion@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

COUNTY OF ALAMEDA

By  Colleen Date 10/4/2023
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency

CENTER FOR EARLY INTERVENTION ON DEAFNESS

By  Cindy Dickeson Date 10/3/2023
Signature

Name Cindy Dickeson

Title Executive Director

APPROVED AS TO FORM

By  Raymond Lara Date 10/3/2023
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	Center for Early Intervention on Deafness
Contract Period	July 1, 2023 to June 30, 2024
Type of Services	Audiology, Hearing and Communication Services (audiological services for children, youth and adults)
Procurement Contract No.	25824
Amount	\$61,336

I. Program Name

Center for Early Intervention on Deafness (CEID) for Measure A, the Essential Health Care Services Initiative

II. Contracted Services

Center for the Education of the Infant Deaf DBA Center for Early Intervention on Deafness (“CEID” or 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.

Contractor shall provide Alameda County Health Care Services Agency with audiological services, including hearing screenings, diagnostic hearing evaluations, hearing aid and ear mold dispensing, to Alameda County residents of all ages who have a hearing loss or are considered as potentially having a hearing loss.

CEID will provide audiological services to low-income Alameda County residents with potentially significant hearing loss by offering:

1. Diagnostic hearing evaluations at the CEID audiology clinics
2. Hearing aids and ear molds as prescribed by Audiologists

Established in 1980, The Center for Early Intervention on Deafness (CEID) is a nonprofit organization serving children, youth and adults who are deaf or hard of hearing or have been referred for a suspected hearing loss. CEID’s goal is to maximize communication potential through early education, family support and community audiology services. CEID’s professional staff offer much needed specialty healthcare services to low-income families allowing access to high quality health services for those who might not otherwise receive such care.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Increase access to audiological services, including hearing screenings, diagnostic hearing evaluations, hearing aids and ear molds for Alameda County children, youth and adult residents.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

Alameda County residents of all ages who are deaf or hard of hearing or have been referred for a suspected hearing loss.

Contractor shall make it a priority to serve:

- Low Income families and individuals
- Indigent families/ families in transition
- Adults with hearing healthcare needs
- Children with hearing healthcare needs
- Adults and Children using Spanish as their Primary Language

2. Referral Process to Program

Services are provided upon written referral from a primary medical practitioner or health clinic. Verification of Medi-Cal coverage, CCS eligibility and other insurances is completed. On occasion CEID offers services to families without insurance or families with very high insurance deductibles not able to otherwise pay for necessary services or treatments.

3. Program Eligibility

Contractor shall only serve clients who:

Have a referral for audiology services from a primary medical provider.

4. Limitations of Service

As an outpatient clinic, we do not serve children with severe special medical conditions that require specialized testing and need to be seen in a larger medical center with multiple specialties.

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

CEID will increase access to and the number of audiological services for Alameda County residents including hearing screenings, diagnostic hearing evaluations, hearing aids and ear molds for children, youth and adults.

2. Consumer/Client Flow



3. Discharge Criteria and Process

See C2- Consumer/Client Flow.

Patients who need ongoing care related to hearing loss will continue to receive it at CEID. Follow-up appointments for evaluations, hearing aid checks and ongoing care and treatment will occur. If a patient is found to not have a hearing loss, they receive recommendations for future monitoring but will not require ongoing services.

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:
Monday- Friday 9:00AM-5:00PM

5. Service Delivery Sites

Contractor shall provide services at the following location(s):

- 1) CEID Center at 1035 Grayson Street, Berkeley CA 94710
- 2) Rising Harte Wellness Center at 3800 Coolidge Avenue, Oakland CA 94609

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

Clinical providers must be credentialed and compliant with state of California requirements for Audiology services. Audiologists must be licensed with the State and credentialed with Medi-Cal. Audiologists may also be credentialed with California Children's Services and be licensed Hearing Aid dispensers. Audiology Coordinator must have a university degree (B.A.). Audiology Assistant must have experience in medical billing. At least one team member must be bilingual in Spanish and English.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following objectives:

Process Objective	"How Much" Performance Measure
1. By June 30, 2024, Contractor shall conduct 500 hearing evaluations for children, youth, and adults based on referrals from community clinics.	1. Number of hearing evaluations completed.
2. By June 30, 2024, Contractor shall dispense 175 hearing aids and/or ear molds based on referrals from hospitals and community clinics.	2. Number of ear molds and/or hearing aids dispensed.
3. By June 30, 2024, Contractor shall serve a minimum of 600 Alameda County patients with audiology health care services	3. Number of patients receiving ear molds and/or hearing aids.

B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
1a. By June 30, 2024, at least 95% of referrals for hearing evaluations shall receive appointments within 3 months or less of receiving the referral.	1a. % of referrals for hearing evaluations received appointments within 3 months or less of receiving the referral.
1b. By June 30, 2024, at least 85% of Limited English Proficiency (LEP) patients shall complete a hearing evaluation.	1b. % of Limited English Proficiency (LEP) patients completed a hearing evaluation.
2. By June 30, 2024, at least 95% of patients who need hearing aids shall have the authorization process initiated within one week of receiving referral.	2. % of patients who needed hearing aids had the authorization process initiated within one week of receiving referral.
2. By June 30, 2024, at least 85% of California Children's Services (CCS) and/or Medi-Cal patients who request a hearing aid and/or ear mold from CEID shall receive it.	3. % of California Children's Services (CCS) and/or Medi-Cal patients who request a hearing aid and/or ear mold received it.

C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
1a. By June 30, 2024, at least 85% of patients and/or guardians who complete a survey shall report that they understand their hearing level and related services following their visit to CEID.	1a. % of patients and/or guardians who complete a survey reported that they understand their hearing level and related services following their visit to CEID.
1b. By June 30, 2024, at least 85% of patients and/or their guardians who complete a survey shall report that they know how to follow up on their evaluation results.	1b. % of patients and/or their guardians who complete a survey reported that they know how to follow up on their evaluation results.
2. By June 30, 2024, at least 95% of patients determined eligible for hearing aids and or ear molds shall receive hearing aids and/or ear molds.	2. % of patients determined eligible for hearing aids and or/earmolds received hearing
3. By June 30, 2024, at least 85% of patients shall report that their quality of life (access to sound in environments and communication) improved.	3. % of patients reported that their quality of life (access to sound in environments and communication) improved.

D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Sections IV and V 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.
2. Contractor shall complete the FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report by September 30, 2024. 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, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:
Medi-Cal and CCS Provider Status

B. COVID-19 Safety and Preparedness

CEID follows CDC, County, State and Federal recommendations to ensure infection prevention and to protect patients, staff and visitors, and to ensure no interruptions in service delivery. The following measures are in place which will be reimplemented or relaxed based on Covid safety and preparedness recommendations.

- To reduce in person paperwork, more background information will be requested when scheduling and confirming appointments.
- All patients must complete a health and screening questionnaire over the phone 24-48 hours before their appointment, AND again in person on the day of their appointment.
- Only the patient and one companion are allowed into the clinic to reduce people on site and to allow for physical distancing.
- Anyone entering the building must wear a mask per State orders for health clinics. Masks must be properly positioned over the face (covering nose and mouth well) and should not be taken off while inside the building. For safety reasons, children under two years old should NOT wear a mask.
- Regularly inventory and replenish PPE (masks, sanitizers, face shields and more).
- Everyone (patients, companions and staff) have their temperature checked BEFORE entering the building.
- Patients and companions will be asked to sanitize hands when entering the building. Waiting area and offices will be rearranged to allow for physical distancing as much as possible.

C. Other Requirements

1. 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:
 - a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and
 - ii. announcement of activities have been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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”

- d. 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.
2. 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.

D. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County’s election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

E. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

**EXHIBIT B
TERMS OF PAYMENT**

I. Budget Summary

Budget Item	Program Total	Measure A Funding
Personnel Expenses		
2.0 FTE Audiologists	\$172,500	\$23,000
2.5 FTE Audiology Coordinator & Audiology Assistants	\$110,000	\$28,874
Benefits	\$61,000	\$1,600
Personnel Expenses Subtotal	\$343,500	\$53,474
Subcontract Expenses		
Subcontractor: Accounting/Finance/Billing	\$65,000	\$0
Subcontract Expenses Subtotal	\$65,000	\$0
Operating Expenses		
Occupancy Expenses, Rent, Utilities	\$51,500	\$3,865
Audiology Supplies	\$20,000	\$2,800
Operating Expenses Subtotal	\$71,500	\$6,665
Indirect Expenses (Not to exceed 14.9% of total allocation)	\$43,000	\$1,197
Total Not-To-Exceed Amount on Measure A Funding	523,000	\$61,336.00

Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

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	Service Period	Submission Deadline
First	July 1 to September 30, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

2. Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$61,336.00** and quarterly payments may not exceed **\$15,334.00** 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, 2024**.
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
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577

Invoices along with required progress reports may also be emailed to MeasureA@acgov.org.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

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

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

PRODUCER CalNonprofits Insurance Services 1500 41st Avenue, Suite 228 Capitola CA 95010	CONTACT NAME: Cherokee Moit PHONE (A/C, No, Ext): 831-824-5031 FAX (A/C, No): E-MAIL Address: cherokee@cal-insurance.org <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits Insurance Alliance of California</td> <td>10023</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Insurance Alliance of California	10023	INSURER B: Chubb Indemnity Insurance Company	12777	INSURER C: Philadelphia Indemnity Insurance Company	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Center for Early Intervention on Deafness 1035 Grayson Street Berkeley CA 94710	CERTIFICATE NUMBER: 2143387839 REVISION NUMBER:														

COVERAGES **CERTIFICATE NUMBER:** 2143387839 **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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	2022-41432	10/5/2022	10/5/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2022-41432	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		2022-41432-UMB	10/5/2022	10/5/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	2371789898	8/1/2022	8/1/2023	<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
C A	Media Liability Professional Liability Abuse and Molestation		PHSD1713327 2022-41432 2022-41432	5/12/2022 10/5/2022 10/5/2022	5/12/2023 10/5/2023 10/5/2023	Each Claim/Aggregate \$1M/\$1M Each Occ./Aggregate \$1M/\$1M Each Occ./Aggregate \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as Additional Insured with respect to General Liability as required by written contract per Endorsement Form(s) CG 20 26 attached.

CERTIFICATE HOLDER Alameda County Health Care Services Agency Attn: Tamara Lawson/Measure A 1000 San Leandro Blvd. Ste 300 San Leandro CA 94577 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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POLICY NUMBER: 2022-41432
Named Insured: Center for Early Intervention on Deafness

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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):

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

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

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

However:

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

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

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

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

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

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

(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: Center for Early Intervention on Deafness

PRINCIPAL: Cindy Dickeson

TITLE: Executive Director

SIGNATURE:  DATE: 10/3/2023

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 Center for Early Intervention on Deafness, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

function, activity, or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a

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

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

Name Center for Early Intervention on Deafness

By (Signature)  FE9D266D02F14C7...

10/3/2023

Print Name Cindy Dickeson

Title Executive Director

EXHIBIT F
AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs

must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of July 1, 2023, is a part of the Community Based Organization Master Contract 901588 made and entered into by and between the County of Alameda ("County"), and Center for Elders' Independence, hereinafter referred to as the ("Contractor" or "Center").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.

The Exhibits A & B of this Amendment entered into between the County of Alameda and Contractor . Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from July 1, 2023 through June 30, 2024. The compensation payable to Contractor hereunder shall not exceed \$61,336.00 for the term of this Agreement.

Dept. Contact Ricca Espiridion Phone No. (510) 667-3133 Email Ricca.Espiridion@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

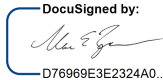
COUNTY OF ALAMEDA

By  Date 10/24/2023
Signature _____

Name Colleen Chawla

Title Director, Health Care Services Agency

CENTER FOR ELDERS' INDEPENDENCE

By  Date 10/23/2023
Signature _____

Name Maria Zamora

Title Chief Executive Officer

APPROVED AS TO FORM

By  Date 10/23/2023
Signature _____

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	Center for Elders' Independence
Contract Period	July 1, 2023- June 30, 2024
Type of Services	Medical and public health services
Service Description	Compassion Concordant Care Education and Support
Procurement Contract No.	25825
Amount	\$61,336.00

I. Program Name

Palliative and Compassionate Goal Concordant Care

II. Contracted Services

Center for Elders' Independence ("Contractor" or "CEI") 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.

Contractor shall provide Alameda County Health Care Services Agency with the following:
Center for Elders Independence (CEI) will expand upon its Life Care Program developed with Measure A funding in 2016 and re-implemented between 2019-2021. This program provides instruction, guidance, and support for medical providers, healthcare professionals, Skilled Nursing Facilities (SNFs), and Residential Care Facility for Elderly (RCFE), caregivers and elders.

Instruction, guidance, and support for the above-mentioned personnel ensure that Alameda County's underserved elder residents are able to understand, direct and communicate their preferred medical care and other wellness needs. Most importantly, care delivered for these underserved elderly residents is concordant with their most important life goals, near or at end-of-life.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Ensure Elders and their Caregivers consider life goals and specify what care they want to receive in advance of their needing it.
2. Provide counseling to staff at Residential Care Facilities for Elders (RCFE) and Skilled Nursing Facilities (SNF), medical providers, including Community Clinic staff, and resident physicians.
3. Expand capacity and expertise for advanced care planning and palliative care in Alameda County.
4. Design and implement a CEI Hospice Life Care Comfort Care Program to deliver goal concordant and goal aligned care through the end of life.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

- a. Low-income Alameda County residents 55 and older with complex medical conditions in Alameda County enrolled in Program for All-inclusive Care of the Elderly (PACE), including behaviorally-challenged and cognitively impaired individuals
- b. Caregivers of Older adults who are living safely in their communities in Alameda County with support from CEI, Alameda County Health and Human Services' and other community-based organizations
- c. Safety net providers and staff of SNF and RCFE
- d. Medical providers caring for older adults
- e. Hospice of the East Bay staff who are involved with implementing program and delivering care to participants enrolled in CEI Hospice Life Care Comfort Care Program

Contractor shall make it a priority to serve:

- a. CEI participants and families
- b. Providers (doctors, nurses, social workers, behavioral health social workers and other licensed care professionals)
- c. Medical providers who are receiving geriatric training at CEI, e.g. Kaiser, LifeLong Medical Care
- d. Staff serving low-income seniors living in registered licensed care facilities where CEI's PACE participants reside
- e. CEI participants and their families who are facing serious illness and have indicated they wish for comfort focused treatment, avoid hospitalization and want to die at their home

2. Referral Process to Program

1. CEI will publish information about the availability of the program, registration instructions and how to complete the training through the Center for Elders' Independence's: Community Newsletter, Staff Newsletter, Caregiver Newsletter (monthly), website blogposts, social media sites.
2. Those completing the training can also refer others to receive training.
3. Information will be distributed outside of CEI through the Alameda County Age-Friendly Council of community-based organizations serving older residents in the County.
4. CEI will announce training opportunities in CEI's professional providers' network, including LifeLong, Sutter Health, Kaiser Permanente, Alameda Health System and Alameda Alliance.
5. Hospice of the East Bay is partnered with CEI to deliver care to CEI participants in the last 1 year of their life who don't want further hospitalization for terminal conditions and want to die at home if possible.

3. Program Eligibility

Contractor shall only serve clients who:

- a. Enrolled as participants receiving care from CEI and their families, decision-makers
- b. Medical and other providers caring for older adults

Limitations of Service

- a. Some portions of the program are web-based; therefore, access to the Internet and a smart device is required. Knowledge of basic computer and smart device skills is required- specifically completing an online form, downloading, saving, emailing and storing documents will be a barrier for some that CEI will try to overcome by provision of education and devices as feasible.
- b. Participants must be able to read, write or hear English, Chinese, and Spanish
NOTE: There is no cost or fee to use the online program Prepare for Your Care program. Hospice East Bay does not serve Hayward where many CEI participants reside.

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

- a. CEI will train its providers to engage in life care planning discussions and to document these conversations in its Electronic Medical Record and in Physical Orders for Life Sustaining Treatment (POLST) documents. Other providers (i.e., collaborating, consulting specialists) will have access to conversations and documents to ensure that treatment choices match patient goals.
- b. CEI will participate with providers from all health care systems to develop improved effectiveness of 'life care planning' for vulnerable older adults across Alameda County.
- c. CEI will utilize "Prepare for Your Care" - a web-based education program including a form to complete print, email or save.
- d. CEI will conduct facilitated training using ZOOM or other online meeting platforms regarding the importance and benefits of the training and the practice of holding concordant care conversations and having an advanced directive and POLST.
- e. Information is captured and reported in CEI's Electronic health record or other older adults primary care physician.
- f. CEI participant who is potentially appropriate for HEB services will be assessed and HEB will be added to CEI care plan where we coordinate specialized care through end-of-life.

2. Consumer/Client Flow

This section does not apply to this contract.

3. Discharge Criteria and Process

This section does not apply to this contract.

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

- a. Weekdays, business hours

- b. Additional options, alternate hours to be made available based on need and staff availability

5. Service Delivery Sites

Contractor shall provide services at the following location(s):

Services will be provided via ZOOM or other online meeting platform and in health care delivery sites including nursing homes and congregate care sites. as is appropriate given current COVID-19 risks.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

CEI's CMO Dr. Jim Mittelberger and Nurse Practitioner Tanya Kailath are licensed Geriatric and Palliative Care experts and trained in compassionate concordant care.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Process Objective	"How Much" Performance Measure
1. Provide at least 8 training sessions about CEI Life Care Program, including Life Care Hospice Care.	1a. No. of CEI life care program & life care planning training sessions provided. 1b. No. of attendees who completed life care planning training sessions.
2. A total of five nurses working in skilled nursing facilities will have increased knowledge of CEI's comfort care programs.	2. No. of nurses in skilled nursing facilities who receive training about CEI comfort care.
3. At least fifteen nurses, social worker(s) and medical providers at Center for Elders' Independence (CEI) will complete modules, webinars, education in communication, advance care planning, and pain management made available through Center to Advance Palliative Care (CAPC)	3. No. of nurses, social worker(s) and medical providers at CEI who complete modules in communication, advance care planning, and pain management made available through Center to Advance Palliative Care (CAPC).
4. At least ten medical providers and social workers receive training in how to document wishes using CEI what matters' most/ advance care planning	4. No. of medical providers and social workers who receive training and document at least one complete, accurate advance care planning

template.	conversation.
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B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
1. At least 75% of group training participants would recommend the training to someone they know.	% of training participants recommended the training to someone they know.
2. At least 75% of individual training participants would recommend the training to someone they know (SNF bedside when applicable).	% of individual training participants recommended the training to someone they know.
3. 100% medical providers use the advance care-planning template in e clinical works (ECW) to conduct and document goals of care conversations and complete Physician Orders for Life Sustaining Treatments (POLST).	% of providers that use the provider advance care planning template in ECW to conduct and document goals of care including POLST.
4. 50% of CEI participants eligible for CEIs innovative life care hospice care program with its' expanded criteria of one year life expectancy, goal of comfort, will be offered these services.	% of CEI participants that are offered CEI life care hospice care services when they have a one-year life expectancy and goal of comfort.
5. 100% social workers will have used CEI what matters most/social work advance care planning template to document decision makers and advance care planning	% of social workers who receive training and document in advance care planning template at least one time
6. 100% CEI home care geriatric aides (GA) who completed Relias training about CEI life care hospice care program or participated in GA training meeting.	% of CEI home care GA who completed Relias training meeting.

C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
1. At least 80% of CEI participants shall have a complete and signed Physician Orders for Life-Sustaining Treatments (POLST).	1. % of CEI participants who have a complete and signed POLST.
2. Above 90% of participants will receive	2. % of participants who received care at

care concordant with POLST or other documented end of life care preferences	RCFE concordant with POLST preferences.
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D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Sections III, IV and V 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.
2. Contractor shall complete the **FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report by September 30, 2024**. 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, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Certification/Licensure

This section does not apply to this contract.

B. Other Requirements

1. 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:
 - a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and
 - ii. announcement of activities has been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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
 - d. 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.
2. 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.

C. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

D. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

**EXHIBIT B
TERMS OF PAYMENT**

I. Budget Summary

Item	Program Cost	Measure A Funding
Personnel Expenses		
.05 FTE Chief Medical Officer/Geriatric Specialist	\$13,538.31	\$13,538.30
.20 FTE Nurse Practitioner/Geriatric Specialist	\$25,380.00	\$25,380.00
.025 FTE Social Work Functional Manager	\$3001.69	\$3,001.69
.025 FTE Home Care Services Manager	\$3080.00	\$3,080.00
Benefits (.039%)	\$16,814.64	\$6,547.99
Personnel Expenses Subtotal	\$61,814.64	\$51,547.98
Operating Expenses		
Center to Advance Palliative Care (CAPC) membership	\$2,500.00	\$2,500.00
Recognition (Certificates of completion), appreciation, refreshments for trainings, meetings	\$2,000.00	\$2,000.00
Annual Assembly for Hospice and Palliative Care, resources and training materials- National Decision Making Day, prepareforyourcare.org, Coalition for Compassionate Care	\$5,500.00	\$5,288.02
Operating Expenses Subtotal	\$10,000.00	\$9,788.02
Total Not-To-Exceed Amount on Measure A Funding	\$71,814.64	\$61,336.00

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. Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

II. Terms and Conditions of Payment

A. Reimbursement

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

Invoice	Service Period	Submission Deadline
First	July 1 to September 30, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

- Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not

exceed **\$61,336.00** and quarterly payments may not exceed **\$15,334.00** 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, 2024**.

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: TAMARA LAWSON/MEASURE A
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency to the attention of Measure A at MeasureA@acgov.org.

[The remainder of this page is intentionally left blank.]

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



CENTFOR-94

RBANUELOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2023

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

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

PRODUCER ProCo Insurance Services 910 E Hamilton Ave #410 Campbell, CA 95008		CONTACT Jennifer Townsend PHONE (A/C, No. Ext): (408) 510-5440 FAX (A/C, No.): (415) 382-0676 E-MAIL: ADDRESS:	
INSURED Center for Elders Independence 510 17th Street, Floor 4 Oakland, CA 94612		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: Travelers Casualty and Surety Company of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31194	

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.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> *See Oth Coverages GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	202312436	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Acc one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000 LIQUOR LIAB \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NONOWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NONSCHEDULED AUTOS ONLY		202312436	1/24/2023	1/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		202312436	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ SSP \$ 10,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers		202312436	1/24/2023	1/24/2024	Ea. Wrongful Act 1,000,000
B	Crime		105654543	1/24/2023	1/24/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: All California Operations of the Named Insured, County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees and representatives are named as additional insured as per attached endorsement form CG20260413.

CERTIFICATE HOLDER Alameda County Health Care Services Agency 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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POLICY NUMBER: 2023-12436
Named Insured: Center for Elders' Independence*

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Alameda County Healthcare Services Agency
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, e employees and representatives
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(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: Center for Elders' Independence

PRINCIPAL: Maria Zamora

TITLE: Chief Executive Officer

SIGNATURE:  D76969E3E2324A0... **DATE:** 10/23/2023

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 Center for Elders’ Independence (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

performing a function, activity, or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

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

VI. INDIVIDUAL CONTROL OVER PHI

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

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

VII. TERMINATION

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

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

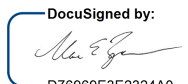
VIII. MISCELLANEOUS

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

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

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

Name Center for Elders' Independence

By (Signature) 
D76969E3E2324A0...

Print Name Maria Zamora

Title Chief Executive Officer

EXHIBIT F
AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received

from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2023**, is a part of the Community Based Organization Master Contract (**No. 901976**) made and entered into by and between the County of Alameda ("County"), and **City Serve of the Tri-Valley**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.

The Exhibits A & B of this Amendment was entered into between **the County of Alameda** and Contractor are part of Master Contract entered into by the parties. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2023** through **June 30, 2024**. The compensation payable to Contractor hereunder shall not exceed **\$18,618.00** for the term of this Agreement.

Dept. Contact James Nguyen Phone (510) 618 2016 Email James.Nguyen@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

COUNTY OF ALAMEDA

By  DocuSigned by: CB284AE84C50405... Date 11/6/2023
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency

CITY SERVE OF THE TRI-VALLEY

By  DocuSigned by: BC6088151004419... Date 11/6/2023
Signature

Name Christine Beitsch-Bahmani

Title Chief Executive Officer

APPROVED AS TO FORM

By  DocuSigned by: 78FBB13C28E44EF... Date 11/6/2023
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	City Serve of the Tri-Valley
Contract Period	July 1, 2023-June 30, 2024
Type of Services	To provide public health referral services to homeless residents
Service Description	Provide referral, navigation, and resourcing for homeless individuals with mental health and substance abuse issues. This service will be provided through street outreach and case management.
Procurement Contract No.	25925
Amount	\$18,618.00

I. Program Name

Measure A Essential Health Care Services: City Serve of the Tri-Valley

II. Contracted Services

City Serve of the Tri-Valley (“Contractor” or “City Serve”) 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.

Contractor shall provide Alameda County Health Care Services Agency:
Services to provide include referral, navigation, and resourcing for homeless individuals with mental health and substance abuse issues. These services will be provided through street outreach and case management.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

Program Objectives: We exist to CARE for people in crisis, COORDINATE resources and CONNECT volunteers to mobilize mercy throughout the Tri-Valley.

1. Care for homeless individuals in Crisis-intervene and provide the immediate need to bring about crisis stabilization. This will mainly be accomplished through street outreach team.
2. Coordinate services and resources with other organizations on behalf of each client to help the individual navigate the system. Triage with individual and medical providers to have the best possible outcomes for each participant. This objective will be provided by both street outreach and case management.
3. Connect individuals with tools, resources, community volunteers and an action plan to help participants maintain stability and build self-sufficiency. This service will be provided by a case manager.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

This service will be available to any unsheltered adults who show signs of severe mental illness including substance abuse in the Tri-Valley area with the focus being Livermore, Pleasanton, and Dublin.

Contractor shall make it a priority to serve:

Unsheltered Homeless Individuals that are facing severe obstacles that could be related to what they are experiencing because of a diagnosed or undiagnosed mental illness or substance abuse issues.

2. Referral Process to Program

Clients enter the program through the following ways:

- **Street Outreach and Police Department (PD) referrals:** A basic assessment and intake will be done daily by the intervention team during street outreach, ride along with PD, service at Livermore office and at pop-up resource outreach events. After a basic assessment is made, the intake form will be processed and assessed by the team lead for proper follow-up and care.
- **Direct referral by a partner organization** that serves both Dublin and Livermore. The organization can refer clients and/or schedule a time for City Serve's intervention team, to do assessment and intake.
- **Community Member Referral:** Community members can notify City Serve regarding a potential client for the outreach team to check out through the following ways - call CityServe's main line, connect via City Serve's website, in person visit to any of City Serve's offices or through City Serve's general email.

3. Program Eligibility

Contractor shall only serve the following clients who:

- Clients must be between the ages of 18 and 99 years old in Livermore or Dublin.
- Clients must fit the Housing and Urban Development (HUD) homeless qualification.
- Clients must have a specific diagnosis of a mental illness or showing signs of facing challenges in mental illness or extreme substance abuse.
- Clients must go through the referral and assessment process prior to being put on a caseload.

4. Limitations of Service

Contractor will not clinically diagnose clients as their role is to do crisis intervention and advocacy for the client by utilizing their experience to care, coordinate and connect on

behalf of the client to remove obstacles that are typically magnified by mental illnesses and extreme substance abuse.

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

Phase 1: Outreach to clients that are experiencing obstacles in homelessness and mental illness (diagnosed or undiagnosed) and substance abuse. Clients are given the opportunity to be assessed for case management to ensure that they meet the requirements of the program.

Phase 2: After individuals are assessed, they will be offered case management services to work through all the barriers they are facing. The identified obstacles will set the tone for the client and case manager to work together on, create an action plan to tackle identified key issues so that the client can become an active participant in their overall health care and well-being. The case manager will meet with the client once per week at a scheduled time. The case manager will also work with other service providers to connect client to the right resources like volunteer (care advocate) and/or medical provider to help clients maintain stability.

Phase 3: As the participants meet their goals, the case manager will work with them to decide if the participant is ready to graduate from case management. Once graduated from case management, the participant will have the opportunity to be matched with one of the Contractor's care advocates (trained community volunteers) for ongoing care support.

2. Consumer/Client Flow

Crisis Stabilization Flow Chart

Entry Point: Call, Referral, Outreach

Direct Referral, Self-Referral

Street Team, Police Department, City, Community/Family Member, Service Provider, Church, Walk-In or Call in by individual (24-hour timeframe)

Basic Intake/Screening

Crisis intake coordinator will assess if this is a simple or complex need that meets criteria for case management (48-hour timeframe)

Referral made to Case management for assessment or to outside service/health provider

Depending on need, individuals will be enrolled in case management for weekly meetings or directly referred to a program or provider for specialty care. (48-hour timeframe)

Stabilization, Follow-up and After Care

Stabilization Case Management may be conducted within a 3-12-month time frame including re-assessment of progress, adjustments as needed, discharge plan followed by care advocacy for aftercare as an option.

3. Discharge Criteria and Process

- i. The participant has met their goals, and has been connected to other organizations and health care providers that can meet their needs on a higher level.
- ii. Expectations are set in the beginning of case management that this is a partnership. If the client decided that they do not want to be in case management, they will be discharged from case management. At that time, the client will be provided with a care card with our contact information in case they want our services in the future and will be given information for when we hold our weekly outreach events in case, they need further assistance.
- iii. If a client decides to re-enter case management, a new assessment will be given to update and set new goals.

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:
Monday through Friday 9am - 5pm

5. Service Delivery Sites

Contractor shall provide services at the following location(s):

- 3311 Pacific Ave, Livermore 94550 (9-12 & 12-4pm M-F)
- Outreach locations located at Asbury United Methodist church on Wednesdays and Vineyard Christian Fellowship on Fridays. (Livermore)
- Street outreach will take place in Livermore and Dublin on certain days of the week, in the afternoon and as needed, on referral basis.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following objectives:

Process Objective	"How Much" Performance Measure
City Serve Street Outreach Team shall distribute a	1a. No. of brochures distributed

minimum of 120 informational brochures about available mental health care services to a minimum of 35 unsheltered residents in Dublin, Pleasanton and Livermore.	No. of unsheltered individuals served
CityServe Unsheltered Case Management shall provide basic mental health assessments to a minimum of 35 unsheltered residents in Dublin, Pleasanton and Livermore.	2a. No. of mental health assessments provided No. of unsheltered residents in Dublin, Pleasanton and Livermore who received basic mental health assessments

B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
At least 60% of clients who access assistance from the City Serve heard about the service through street outreach efforts and partner relationships (i.e., outreach worker and/or brochures).	% of clients who access assistance from City Serve reported that they learned about the service through the City Serve's street outreach efforts
At least 80% of clients referred to case management will have a one-on-one meeting for a mental health assessment and set up on an action plan within 14 days of intake.	% of clients referred to case management and had a one-on-one meeting for a mental health assessment and were set up on an action plan within 14 days of intake
75% of clients assessed with positive mental health needs shall be given an action plan for wrap-around care services.	% of clients assessed with positive mental health needs were given an action plan for wrap-around care services.

C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
80% of clients who were offered assistance and heard about the services through City Serve's outreach efforts shall be enrolled in Case Management or directly connected to a similar provider through our collaborative efforts.	% of clients who accessed assistance and heard about the services through City Serve's Street outreach efforts were enrolled in a wrap-around care plan.
60% of clients who require treatment shall receive the treatment they needed.	% clients who require treatment received the treatment they needed

D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities undertaken within the reporting period as per Section IV and V 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. Contractor shall complete the FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report by September 30, 2024. 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, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current: Liability Insurance with certificate holder being Alameda County Health Care Services Agency.

B. Other Requirements

1. 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:
 - a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and
 - ii. announcement of activities has been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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
 - d. 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.
2. 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.

C. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or

interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

E. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

[The remainder of this page is intentionally left blank.]

EXHIBIT B TERMS OF PAYMENT

I. Budget Summary

Budget Item	Program Total	Measure A Funding
Personnel Expenses		
1 PTE Outreach Care Coordinator	\$485,329.00	\$18,618.00
Benefits	\$28,390.77	0
Personnel Expenses Subtotal	\$513,719.77	\$18,618.00
Subcontract Expenses	0	0
Subcontractor	0	0
Subcontract Expenses Subtotal	0	0
Operating Expenses	62,255.00	0
Operating Expenses Subtotal		
Total		\$575,974.77
Total not-to-exceed amount funded by Measure A		\$18,618.00

- 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.
- Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

II. Terms and Conditions of Payment

A. Reimbursement

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

Invoice	Service Period	Submission Deadline
First	July 1 to September 30, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

2. Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$18,618.00** and quarterly payments may not exceed **\$4,654.50** 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, 2024**.
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 I – IV for Reporting Requirements), and shall be sent to:

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

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency to the attention of Measure A at MeasureA@acgov.org

[The remainder of this page is intentionally left blank.]

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



Policy Number:

Date Entered: 6/9/2023

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/9/2023

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

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

PRODUCER	Allen Insurance 185 Front Street, Ste. 204 Danville, CA 94526	CONTACT NAME: LN Mendez nicole@alleninsurance.net
		PHONE (A/C, No): (925) 820-9090 FAX (A/C, No): (925) 820-9028
INSURED	City Serve of the Tri-Valley Eric Hom PO Box 1613 Pleasanton, CA 94566	INSURER(S) AFFORDING COVERAGE
		INSURER A: United States Liability Insurance Co 025895
		INSURER B: Employers Preferred Ins Co 11512
		INSURER C:
		INSURER D:
		INSURER E:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP1616019	01/26/2023	01/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP1616019	01/26/2023	01/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG 4602416 02	09/07/2022	09/07/2023	<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
A	Professional Liability E&O			NPP1616019	01/26/2023	01/26/2024	Each Incident \$1,000,000 Aggregate \$3,000,000 A&M Aggregate \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Alameda, it's Board of Supervisors, the individual members thereof and all County officers, agents, employees and representatives are additional insured.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Health Care Services Agency 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R. Casey Allen <i>R. Casey Allen</i>
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ACORD 25 (2016/03)

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POLICY NPP1616019
CITYSERVE OF THE TRI-VALLEY

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”;

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written agreement is in effect.

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: City Serve of the Tri-Valley

PRINCIPAL: Christine Beitsch-Bahmani

TITLE: Chief Executive Officer

SIGNATURE:  DATE: 11/6/2023

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 City Serve of the Tri-Valley, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

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

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under

45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

Name City Serve of the Tri-Valley

By (Signature)  BC6088151004419...

Print Name: Christine Beitsch-Bahmani

Title Chief Executive Officer

EXHIBIT F
AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

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

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and

amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

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COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2023**, is a part of the Community Based Organization Master Contract (**No. 901584**) made and entered into by and between the County of Alameda ("County"), and **The Multicultural Institute**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.

The Exhibits A & B of this Amendment entered into between **the County of Alameda** and Contractor are part of the Master Contract entered into by the parties. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2023** through **June 30, 2024**. The compensation payable to Contractor hereunder shall not exceed **\$102,228.00** for the term of this Agreement.

Dept. Contact James Nguyen Phone (510) 618 2016 Email James.Nguyen@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

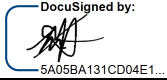
COUNTY OF ALAMEDA

By  Date 11/20/2023
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency

THE MULTICULTURAL INSTITUTE

By  Date 11/17/2023
Signature

Name Mirna Cervantes

Title Executive Director

APPROVED AS TO FORM

By  Date 11/17/2023
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Health Care Services Agency, Office of the Agency Director
Contractor Name	The Multicultural Institute (MI)
Contract Period	July 1, 2023, to June 30, 2024
Type of Services	Health Services for Day Laborers
Service Description	Medical, mental health, and public health services to low-income and uninsured day laborers and other immigrants
Procurement Contract No.	25828
Amount	\$ 102,228

I. Program Name

Health Services for Day Laborer

II. Contracted Services

The Multicultural Institute (“MI” or “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.

Contractor shall provide Alameda County Health Care Services Agency with the following: bridging the cultural, logistical, language, and other gaps that exist as obstacles to many Latinx immigrant and low-income residents seeking health care services and offering culturally and language appropriate information and resources on health conditions and their common causes along with healthy best practices. Health related services and prevention resources are tailored and offered based on the need of the population served. MI concretely aids individuals and prevents emergencies through the timely resolution of smaller health problems.

III. Program Information and Requirements

A. Program Goals

By June 30, 2024, Contractor shall provide services to accomplish the following goals:

1. Increase access to medical services for uninsured/underinsured immigrants, day laborers and other low-wage workers by providing health care referrals and patient navigation support.
2. Increase access to public health services for uninsured/underinsured immigrants, day laborers and other low-wage workers by providing health education and public health promotion on various topics (e.g., occupational health/safety, sexual health, oral health, substance abuse, healthy eating, negative effects of drinking Sugary Sweetened Beverages (SSB), and exercise and best practices) along with health care program enrollment.
3. Increase access to medical, optometric, dental, and mental health services to uninsured/underinsured immigrants, day laborers and other low-wage workers by providing

health care treatment and services through partnerships with providers and/or contracting such services.

4. Increase access to healthier foods and fresh produce by providing distribution of Alameda County Food Bank groceries for households in need.

B. Target Population

Contractor shall provide services to the following populations: Low-income, underinsured and uninsured Day Laborers, Domestic Workers, and other immigrants, their families and children through The Multicultural Institute Health Services for Day Laborer Program.

1. Service Groups

Contractor shall provide services to:

- Low-income or uninsured adults, youth, and other Spanish speaking Latinx immigrant families (the majority are day laborers, seeking work at various street corners).
- More than 50% of the individuals served are Guatemalan with Mexican being the second largest racial ethnic group.
- Over 90% of individuals served are monolingual Spanish speakers. This makes it difficult for them to have access to certain services offered by the health system, a system that is hard to maneuver regardless of the language one speaks.

Contractor shall make it a priority to serve those that are uninsured and that do not benefit from a regular primary health care provider.

2. Referral Process to Program

- Majority of clients are day laborers who are already registered in MI's Health Services for Day Laborer program.
- There are other individuals that receive services from other MI programs or that are connected to MI through outreach, partnerships and through word-of-mouth promotion.
- MI partners with various public sector and non-profit partners who offer a different array of services and often refer clients MI for health services.

3. Program Eligibility

- Contractor shall only serve clients who reside in the County with services benefitting primarily those in Berkeley and Oakland.
- MI serves Day Laborers, Domestic Workers, and other low-income immigrant families. Non-immigrant low-income individuals may be served by the same program.
- All MI services are free of charge to the people being served.
- Individuals receiving medical services at any MI hosted screening event or those that on the Alameda County Health Care for the Homeless Mobile Van must be 18 years of age or older.

4. Limitations of Service

N/A

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

The Contractor will increase access to health care for day laborers and other low-income immigrants by providing the following services.

- i. assistance to navigate health care systems and enrollment through outreach and linkages.
- ii. culturally- and linguistically competent support, referrals, and health enhancement activities.
- iii. a focus on unmet needs (optometric and dental services among others).
- iv. workshops that address the needs of clientele populations.

MI's Health Services for Day Laborers program designed for day laborers is based on daily street outreach and allows staff to offer efficient social services while also improving conditions on the street where day laborers seek work. The outreach team does morning street outreach 5 days a week and 3-4 hours a day. The following MI health services are offered out on the street where day laborers congregate and in the MI office, making resources more accessible to them while they look for work:

- i. Health care referrals and patient navigation support.
- ii. Health education and public health promotion workshops on various topics e.g., occupational health/safety, sexual health, oral health, substance abuse, and diabetes, along with health care program enrollment.
- iii. Health care treatment and services e.g., medical, optometric and mental health services through partnerships with providers and /or contracting such services.
- iv. Health education and public health promotion workshops on nutrition.
- v. Hosting the Alameda County Health Care for the Homeless Mobile Van onsite bi-weekly, which offers services/referrals to day laborers and homeless individuals.
- vi. Communication between staff and individuals served remains constant and fluid through a combination of street outreach, individual phone calls, text message campaigns, WhatsApp chats, video calls, and individual consultation appointments.

2. Consumer/Client Flow

- During street outreach MI provides personal one-on-one and group assistance, referrals, and health navigation guidance.
- Staff evaluates the need and provides the service or referral needed.
- Screening events are offered on the streets and in the community.
- Office hours are also offered after regularly scheduled street outreach.

3. Discharge Criteria and Process

N/A

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Official business hours are Monday through Friday 9 am- 4 pm.

5. Service Delivery Sites

Contractor shall provide services at the following location(s):

- 1920 Seventh Street, Berkeley Ca. 94710
Hearst Corridor, 2nd Street to 7th Street
- Other health related events or services are provided in other areas in the Alameda County with the primary focus being Oakland and Berkeley.

D. Minimum Staffing Qualifications

- Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement.
- Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department.
- Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following objectives:

Process Objective	"How Much" Performance Measure
1. Conduct daily bilingual (Spanish-English) street outreach to a minimum of 700 unduplicated day laborers and other low-income or indigent adults to provide opportunities for announcements and consultations on individual health concerns	1. Number of unduplicated day laborer and other low-income individuals outreached.
2. Provide a minimum of 100 one-on-one health-related consultations regarding health-related navigation and/or guidance about health care insurance and coverage options and referral services across various local health care agencies.	2. Number of one-on-one health-related consultations.
3. Host and/or co-host a minimum of 8 health care trainings or workshops on topics that include occupational health/safety, sexual health, oral health, substance abuse with a minimum of 120 participants.	3a. Number of participants attended health care trainings or workshops on topics that include occupational health/safety, sexual health, oral health, substance abuse. 3b. Number of health care trainings or workshops hosted and/or co-sponsored on topics that include occupational

	health/safety, sexual health, oral health, substance abuse.
4. Provide a minimum of 8 street-based health education workshops on nutrition topics, including wise grocery-shopping, healthy eating with well- balanced meals, exercise program(s), and sugary drink education, with a minimum of 120 participants.	4a. Number of participants received street-based health education workshops on nutrition topics. 4b. Number of street-based health education workshops on nutrition topics.
5. Host a minimum of 4 health screening events to a minimum of 100 individuals.	5a. Number of health screenings events 5b. Number of participants received health screenings
6. Host onsite food distributions and offer daily consumer choice food pantry access to a minimum of 50 unduplicated households distributing at minimum 10,000 lbs. of food.	6a. Number of unduplicated households receiving food 6b. Number of pounds of food distributed

B. Quality Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Quality Objective	"How Well" Performance Measure
1. At least 80% of unduplicated day laborers outreached shall be registered with MI.	1. % unduplicated day laborers outreached were registered with MI.
2a. At least 90% of individuals served and who completed a follow-up and/or satisfaction survey shall report that they felt prepared for the referred service. 2b. At least 80% of individuals who received a consultation shall report that they intend to go to the follow-up service.	2a. % individuals who received a consultation reported that they felt prepared for the referred service. 2b. % individuals who received a consultation reported that they intend to go to the follow-up service.
3a. At least 80% of workshop/training participants shall report that the workshops/trainings were well facilitated. 3b. At least 70% of workshop/ training participants shall report that they found the workshop/training interesting and informative.	3a. % workshop/ training participants reported the workshops/trainings were well facilitated. 3b. % workshop/ training participants reported that they found workshop/ training interesting and informative
4a. At least 80% of workshop/ training	4a. % workshop/ training participants

<p>participants shall report that the workshops/ trainings were well facilitated.</p> <p>4b. At least 70% of workshop/ training participants shall report that they found the workshop/training interesting and informative.</p>	<p>reported the workshops/trainings were well facilitated.</p> <p>4b. % of workshop/ training participants reported that they found workshop/ training interesting and informative.</p>
<p>5a. A minimum of 90% of participants who received a health screening shall report that they were treated with care.</p> <p>5b. A minimum of 70% of participants who received a health screening shall recommend the event to someone they know.</p> <p>5c. A minimum of 90% of screened participants with an identified need shall be referred for services.</p>	<p>5a. % participants who received a health screening reported they were treated with care.</p> <p>5b. % participants who received a health screening would recommend the event to someone they know.</p> <p>5c. % screened participants with an identified need were referred for services.</p>
<p>6. A minimum of 70% of individuals receiving food report they would recommend the food distribution and/or pantry with someone they know.</p>	<p>6. % of screened reporting they would recommend the food distribution and/or pantry with someone they know.</p>

C. Impact Objectives and Performance Measures

By June 30, 2024, Contractor shall meet the following outcomes:

Impact Objective	"Is Anyone Better Off" Performance Measure
1. A minimum of 80% of unduplicated day laborers outreached shall report that they learned about a resource or opportunity that they did not know about before.	1. % unduplicated day laborers outreached reported that they learned about a resource or opportunity that they did not know about before.
2. A minimum of 80% of individuals served shall report that their health care needs were met with MI's assistance	2. % individuals served reported that their health care needs were met with MI's assistance.
3. A minimum of 70% of workshop participants shall report an increase in knowledge about the topic presented.	3. % workshop participants reported an increase in knowledge about the topic presented.
4. A minimum of 70% of workshop/training participants shall indicate that they were likely to do something different based on	4. % workshop participants indicated that they were likely to do something different

the information provided.	based on the information provided.
5. A minimum of 70% of individuals served shall report that they would not have had access to these services if it weren't for MI or its partners.	5. % of individuals served reported that they would not have had access to these services if it weren't for MI or its partners.
6. A minimum of 70% of individuals receiving food report they have better access to healthy food because of MI's distribution and pantry.	6. % of screened reporting they have better access to health food because of MI.

D. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities undertaken within the reporting period as per Sections I, II and III of this Exhibit, and performance measures listed in Sections IV of this Exhibit.
2. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals.
3. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents.
4. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.
5. Contractor shall complete the FY 2023-2024 Measure A Citizen Oversight Committee Allocation Report **by September 30, 2024**. 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.
6. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current: Liability Insurance with certificate holder being Alameda County Health Care Services Agency.

B. Other Requirements

1. 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:
 - a. Contractor shall announce funding award only after
 - i. the contract has been fully executed and

- ii. announcement of activities have been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. 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
 - d. 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.
2. 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.

D. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

E. Entirety of Agreement

Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Master Contract and made part of the same by this reference.

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A:

N/A

[The remainder of this page is intentionally left blank.]

EXHIBIT B TERMS OF PAYMENT

I. Budget Summary

Budget Item	Program Total	Measure A Funding
Personnel Expenses		
Health & Engagement Manager (FTE.58)	60,757.00	35,000.00
Day Laborer Program Director (FTE.47)	57,574.00	26,940.00
Communication & Engagement Associate (FTE.25)	58,968.00	15,000.00
Community Support Coordinator	31,826.00	
Administrative Staffs	36,590.00	5,000.00
Benefits	37,719.00	12,988.00
Personnel Expenses Subtotal	283,434.00	94,928
Subcontract Expenses	12,500.00	
Subcontractor		
Subcontract Expenses Subtotal	12,500.00	
Operating Expenses		
General Liability, BoD Insurance & Umbrella Insurance	2,000.00	1,200.00
Occupancy/Utilities	8,139.00	2,000.00
Printing & Copying	1,160.00	500.00
Program Material & Supplies	2,100.00	
Travel & Transportation	3,380.00	1,500.00
Telephone & IT	3,200.00	1,500.00
Operating Expenses Subtotal	19,979.00	6,700.00
Indirect Expenses (Not to exceed 14.02% of total allocation)		
Office Expenses	2,106.00	
Audit Fee	2,700.00	600.00
Depreciation	8,063.00	
Indirect Expenses Subtotal	12,869.00	600.00
Total Not-To-Exceed Amount on Measure A Funding	328,782	\$102,228.00

- 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.

- Contractor may amend the budget allocations above with prior written approval from HCSA as long as said amendments do not go beyond the not to exceed total budget amount.

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	Service Period	Submission Deadline
First	July 1 to September 30, 2023	October 15, 2023
Second	October 1 to December 31, 2023	January 15, 2024
Third	January 1 to March 31, 2024	April 15, 2024
Fourth	April 1 to June 30, 2024	July 15, 2024

2. Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$102,228.00** and quarterly payments may not exceed **\$25,557.00** 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, 2024**.
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 I – IV for Reporting Requirements), and shall be sent to:

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

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency to the attention of Measure A at MeasureA@acgov.org

[The remainder of this page is intentionally left blank.]

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2023

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

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

PRODUCER (HD) Heffernan Insurance Brokers 1350 Cariback Avenue Walnut Creek CA 94596	CONTACT NAME: Heffernan Insurance Brokers PHONE: (A/C No. Ext): 925-934-8500 FAX: (A/C No): 925-934-8278 E-MAIL ADDRESS: HIB24-7@heffins.com
License#: 0564249 MULTINS-01	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California NAIC # 1184
INSURED Multicultural Institute 1920 7th St Berkeley CA 94710	INSURER B: Employers Preferred Insurance Company NAIC # 10346
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1295301378

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		2023-30184	5/31/2023	5/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2023-30184	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2023-30184-UMB	5/31/2023	5/31/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG211885109	5/31/2023	5/31/2024	<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
A	Directors & Officers Liquor Liability			2023-30184-DO-NPO 2023-30184	5/31/2023 5/31/2023	5/31/2024 5/31/2024	Each Claim/Aggregate \$1M/\$1M Each Claim/Aggregate \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an additional insured with respects to the General Liability policy per the attached endorsement. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Health Care Services Agency 1000 San Leandro Blvd. Suite 300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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POLICY NUMBER: 2023-30184
Named Insured: Multicultural Institute

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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):

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

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(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: The Multicultural Institute

PRINCIPAL: Mirna Cervantes

TITLE: Executive Director

SIGNATURE:  DATE: 11/17/2023

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 The Multicultural Institute, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a

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

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

Name The Multicultural Institute

By (Signature)

DocuSigned by:

5A05BA131CD04E1...

Print Name: Mirna Cervantes

Title Executive Director

EXHIBIT F
AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

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

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

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