



AGENDA _____ July 28, 2015

ADMINISTRATION & INDIGENT HEALTH

1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL: (510) 618-3452
FAX: (510) 351-1367

June 29, 2015

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

**SUBJECT: APPROVE MASTER CONTRACT AUGMENTATION FOR SENIOR
SUPPORT PROGRAM OF THE TRI-VALLEY AND SAINT MARY'S CENTER
FOR DRUG MEDICAL CERTIFICATION FOR FISCAL YEAR 2015-16**

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a master contract augmentations to apply for and maintain Substance Use Disorder Program Certification with the California Department of Health Care Services as a strategy towards ensuring quality of care for the period 7/01/2015 through 6/30/2016 for the following providers:
1. Senior Support Program of the Tri-Valley (Principal: Marlene Petersen, Executive Director; Location: Pleasanton, CA; Master Contract No: 900045; Procurement Contract No: 11573) increasing the procurement funding from \$348,615 to \$355,615 an Increase of \$6,800;
 2. St. Mary's Center (Principal: Carol Johns, Executive Director; Location: Oakland, CA; Master Contract No: 900101; Procurement Contract No: 11574) increasing the procurement funding from \$406,982 to \$413,782 an increase of \$6,800; and
- B. Delegate authority to the Director of Behavioral Health Care Services or his designee to execute the contract exhibits on your behalf and submit the originals to the Clerk of the Board for filing.

SUMMARY:

As a strategy to support quality of care system-wide, Alameda County Health Care Services Agency's Behavioral Health Care Services (BHCS) is requesting that Substance Use Disorder (SUD) treatment providers apply for and maintain Alcohol and other Drug (AOD) Program Certification with the California Department of Health Care Services (DHCS) as a strategy for promoting quality of care for clients. BHCS is requesting approval of contract augmentations for Senior Support of the Tri-Valley (Senior Support) and St. Mary's Center so that they can accommodate the cost of acquiring program certification.

DISCUSSION:

Senior Support and St. Mary's Center provide specialized SUD treatment services specific to vulnerable older adults, who are particularly at risk for self-medicating with substances, mixing alcohol with prescription medication, fall-related injuries, and other harms related to substance use and aging.

Senior Support's For Seniors Only SUD treatment program focuses on older adults who live in the Tri-Valley area. Staffers provide home visits, assessments and case management to help clients reduce isolation, foster independence, and better access and coordinate needed services.

St. Mary's Center's Recovery 55 program provides SUD treatment services to low-income, homeless and other extremely vulnerable older adults. Their Oakland clinic provides group counseling, case management, peer support, and other services to help clients in their recovery and prevent relapse.

Your Board's approval will support both providers in acquiring AOD Program Certification and help to enhance the quality of SUD treatment services for this vulnerable population.

SELECTION CRITERIA AND PROCESS:

Senior Support was established in 2000 and was approved by your Board to become a BHCS provider of SUD services for older adults on November 14, 2006 (Item No. 11B; File No. 21598). Your Board approved St. Mary's Center to become a BHCS provider of SUD services for older adults on January 8, 2007 (Item No. 6; File No. 22970). Both Senior Support (No. 11-00116) and St. Mary's Center (No. 06-90959) have elected to become SLEB certified. These providers were selected for this augmentation because they are the only current providers of SUD treatment services that don't have the certification and BHCS is preparing all providers across the system of care for the anticipated introduction of the Section 1115 Waiver. Program certification is one step in that process.

FINANCING:

Substance Abuse Prevention and Treatment funding for this program is included in the BHCS FY 2015-16 budget. There is no increase in net county cost as a result of your approval.

Respectfully submitted,



Alex Briscoe, Director
Alameda County Health Care Services Agency

AB:FB/js for mm/ad

**COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Behavioral Health Care Services Vendor ID #: 0000023730 Board PO #: 7798
 Bus Unit: BHSVC Master Contract #: 900101 Procurement Contract #: 11574 Budget Year: 2016

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350602	00000	N/A	N/A	6,800	378,899
610341	11000	350850	40305	N/A	N/A	0	34,883
610341	10000	350602	31001	N/A	N/A		

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: \$ 413,782
 Procurement Contract Begin Date: 07/01/2015 Expire Date: 06/30/2016 Period of Funding From: 07/01/2015 To: 06/30/2016

Department Contact: Network Office Secretary Telephone #: (510) 567-8296 QIC Code: 28007

Contractor Name: <u>ST. MARY'S CENTER</u>		
Project Name: _____		
Contractor Address: <u>925 Brockhurst Street, Oakland, CA 94608</u>		
Remittance Address: Same as above		ALCOLINK Vendor Address#: _____
		BOS Dist. #: <u>5</u>
Contractor Telephone #: <u>(510) 923-9600</u>	Fax #: <u>(510) 923-9606</u>	E-mail (Signatory): <u>cjohnson@stmaryscenter.org</u>
Contractor Contact Person: <u>Carol Johnson</u>		E-mail (Contact): <u>cjohnson@stmaryscenter.org</u>
Contract Service Category: <u>Substance Use Disorder-See Exhibit B-3</u>		Estimated Units of Service: <u>See Exhibit B-3</u>

Method of Reimbursement (Invoicing Procedures): See Exhibit B-3

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$406,982	\$413,782			
Amount of Encumbrance	\$406,982	\$6,800			
File Date	6/2/15	07/28/15			
File / Item #	10	94 A (ii)			
Reason	Interim	Final			

Funding Source Allocation:	Federal - CFDA #: <u>93.778</u>	State	County
	\$318,891	\$3,331	\$91,560

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

DEPARTMENT

By _____

Signature: Manuel J. Jiménez, Jr., MA MFT

Title Director, Behavioral Health Care Services

Date 10/5/15

CONTRACTOR

By _____

Signature Carol Johnson

Title Executive Dir Print or Type Name

Date 9/28/2015

By _____

Signature _____

Print or Type Name _____

Title _____

Date _____

EXHIBIT A (a)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	St. Mary's Center
Contract Period	July 1, 2015 – June 30, 2016
Type of Contract	Master
Contract Number	900101

I. Program Name

Resources for the Third Age

II. Contracted Services

- Substance Use Prevention Services

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services that contribute toward the accomplishment of the following goals and objectives from the 2013 Alameda County BHCS Strategic Plan for Alcohol and Other Drug (AOD) Prevention Services:

- **Goal 2:** By 2020, reduce by two percent (from 2007 baseline) the binge drinking rate of older adults (65 and older)¹.
 - Objective 2.1: Each year, 60 percent of older adult participants will report an increase in understanding of the harmful effects of consuming alcohol while using prescription medication, as measured by provider administered pre/post-test workshop surveys.
 - Objective 2.2: Each year, 75 percent of older adult participants will report an increase in understanding of safe alcohol limits.
 - Objective 2.3: Each year, 50 percent of older adult participants will report an “increased sense of well-being,” as measured by provider administered pre/post-test surveys.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to older adults who are living in Northern Alameda County and are at risk for substance use or abuse, but do not currently require substance abuse treatment. For the purposes of this project, Northern Alameda

¹ This Goal will be measured by the California Health Interview Survey (CHIS).

County shall primarily include the following cities: Oakland, Alameda, Berkeley, Albany and Emeryville.

Contractor shall serve older adults from diverse ethnic and cultural backgrounds corresponding with the diversity of the city or region of Alameda County in which the program shall be represented.

Contractor shall make it a priority to serve individuals from the African-American, Latino, Chinese and Filipino communities who also meet one or more of the following criteria:

- Exhibits poor physical and/or mental health due to aging and poor living circumstances such as homelessness or substandard housing;
- Underserved or inappropriately served by the healthcare system due to cultural barriers, poverty or lack of health coverage;
- Has limited access to transportation, healthcare and other resources; and/or
- Lacks family and community connectedness.

2. Referral Process to Program

Contractor shall generate and receive referrals through community presentations, collaborative partnerships with other community-based organizations, family or self-referrals, gatekeeper groups and through other agencies and providers that could benefit from Substance Use Prevention Services. Gatekeeper groups shall include paratransit, senior centers, senior housing communities, churches, meals on wheels, healthcare providers, social workers, etc.

3. Program Eligibility

Contractor shall only serve clients who are:

- Alameda county residents;
- Age 60 years and over; and
- At risk for substance use or abuse, but do not currently require substance abuse treatment, and their families.

Contractor shall only serve individuals that fall within the following Institute of Medicine (IOM) Substance Abuse Prevention Intervention Categories:

- Indicated category: Individuals who are exhibiting early signs of substance abuse; and
- Selective category: Individuals or a subgroup of individuals whose risk of developing substance use disorders is significantly higher than average.

4. Limitations of Service Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall conduct activities under two distinct prevention strategies as defined by the Center for Substance Abuse Prevention (CSAP): Education and Alternative Activities.

- Education. Contractor shall increase awareness about the harm and myths associated with substance use through the Education strategy. Contractor shall deliver the Education strategy through the following curriculums:
 - Take Charge of Your Health (TCOYH);
 - Get Connected;
 - Be Health Wise (BHW); and
 - Wellness Initiative for Senior Education (WISE).

Contractor shall recruit, train, supervise and provide monthly stipends to ten to 15 bi-lingual/bi-cultural seniors to serve as Health Promoters for their peers. Contractor shall ensure that Health Promoters are educated in communication skills, outreach, health education, confidentiality, informed decision-making, substance use information, medication misuse, healthy aging, prevention and lifestyle changes, data collection and making culturally responsive referrals. Health Promoters shall provide in-home, one-on-one education and mentoring to the target population and support substance use educational groups in community settings where seniors congregate.

- Alternative Activities. Contractor shall implement Alternative Activities to redirect individuals in the target population from potentially problematic settings and activities to situations free from the influence of substance use. Contractor shall host the following clean and sober and culturally responsive events and celebrations: Philippine Independence Day, African American History month activities, Journey of Life Seder, Cesar Chavez Day, an outdoor community picnic, holiday party and talent show, etc.

Contractor shall update their logic model annually, as needed, which links program effectiveness via the relationships between resources, activities, outputs and outcomes of Contractor's program.

2. Consumer/Client Flow Not applicable.

3. Discharge Criteria and Process Not applicable.

4. Hours of Operation

Contractor shall maintain the following hours of operation:

General office hours:

- Monday through Friday, 9:00 a.m. until 5:00 p.m.

Service provision hours:

- Monday through Friday, 9:00 a.m. to 5 p.m.

Some program activities shall also take place on evenings and weekends as scheduled.

5. Service Delivery Sites

Contractor shall provide services at the following locations:

- 925 Brockhurst Street, Oakland 94608;
- Other locations in the community where seniors congregate; and
- Client's homes.

Contractor shall obtain written approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with BHCS 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 employment and duties to be performed. Contractor shall submit revised job descriptions to BHCS prior to implementing any changes to minimum qualifications or employing or contracting with persons who do not meet the minimum qualifications on file with BHCS. Contractor shall notify the BHCS Program Contract Manager of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

Contractor's Ongoing Deliverables	Process Measures			
	Number of Unique Participants	Direct Time (Service Hours)	Direct Staff Hours	Indirect Staff Hours
Alternative Activities	300	30	60	48
Education	500	1,980	2,620	1,070
Information Dissemination	20	44	440	44
Totals	820	2,054	3,120	1,162

B. Outcome Measures

Outcome	Data Source	Review Dates
At least 60 percent of participants in a 12-week substance use session shall increase their understanding of the negative effects associated with substance use in the following areas: dangers of mixing alcohol and prescription medicine, danger of illicit drugs, and the size of a standard drink.	Pre and post surveys	Annually
At least 60 percent of participants in a twelve-week substance use session shall increase practical skills to prevent substance use.	Pre and post surveys	Annually

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall submit their logic model to the BHCS Program Contract Manager, by September 15 of each year.

Contractor shall input data into the California Outcomes Measurement System (CalOMS) and submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, and Federal agencies, and applicable law and regulations, as a condition of funding.

Contractor shall submit an Annual Program Report describing Contractor's progress in achieving the identified deliverables and outcomes to the BHCS Program Contract Manager by no later than July 31 of the following fiscal year.

Contractor shall complete and submit the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of the following year.

B. Evaluation Requirements

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

VI. Additional Requirements

A. Site Certification/Licensure Not applicable.

B. Other Requirements Not applicable.

C. Supplemental Terms and Conditions

Contractor agrees to comply with the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A (b)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	St. Mary's Center
Contract Period	July 1, 2015 – June 30, 2016
Type of Contract	Master
Contract Number	900101

I. Program Name

Recovery 55 (RU # 000860)

II. Contracted Services

Substance Use Disorder (SUD) Outpatient Treatment

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to assist clients to accomplish the following goals:

- Establish and maintain recovery from substance use, and attain stabilization, increase self-sufficiency, and improve quality of life;
- Develop cognitive and behavioral coping skills to prevent relapse; and
- Adopt a voluntarily maintained lifestyle characterized by sobriety, personal health and citizenship.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall serve adults and older adults who have a substance abuse disorder (SUD) or a co-occurring mental health disability, and/or who are homeless or at risk of becoming homeless. Contractor shall provide services to clients of all cultures, ethnicities, religions, genders, sexual orientations, incomes or disabilities.

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

2. Referral Process to Program

Contractor shall accept self-referred clients, clients referred by BHCS or clients referred by another agency.

3. Program Eligibility

Contractor shall only serve clients who meet the following eligibility criteria:

- Age 55 years and older;
- Alameda County residency;
- Homelessness or at risk of homelessness; and
- Have a primary SUD diagnosis and/or co-occurring disorder.

4. Limitations of Service Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall provide both Stage I and Stage II services. Stage I shall focus on a core curriculum of principles for clients to learn and begin applying. Stage II is characterized by a less intensive treatment than Stage I, and is designed to assist clients in stabilizing and maintaining what was learned from Stage I. Contractor's staff shall transition clients from Stage I to Stage II as determined in the individualized treatment plan.

SUD services shall include intake and assessment, treatment plan development, crisis intervention, individual and group substance abuse counseling, and case management services consisting of financial and medical benefits advocacy and housing referrals. Contractor shall combine a supportive, peer environment with comprehensive professional services at one convenient location and design services to address concerns of the mind, body and spirit through the integrated, holistic, age-specific treatment approach. Contractor shall provide SUD services that include a two phase treatment model, lasting approximately nine months. Contractor shall expand the length of treatment especially to accommodate clients with physical or mental disabilities as needed.

Phase I Services:

In Phase I, Contractor shall provide a comprehensive substance abuse assessment, and co-create an individualized care plan with each client served. Contractor shall provide individual substance abuse counseling once per week and/or group counseling at least three times per week. Phase I of the program shall consist of at least 72 sessions of group or individual substance abuse counseling over the 24 weeks period.

Counseling topics shall include:

- Relapse Prevention;
- Introspective Processing;
- Twelve-Step Introduction;
- Educational Workshops;
- Videos regarding Medical Aspects of Addiction and Co-Occurring Mental Health Disorders;
- Family Systems;
- Anger Management;
- Listening Skills;
- Spiritual Awareness;
- Art Therapy;
- Clean and Sober Social Outings; and
- Abstinence and Risk Reduction Treatment Options.

Contractor's goals for Phase I treatment shall be to discuss substance abuse reduction strategies and overall harm reduction to self and others. Recovery goal shall be abstinence, but it shall not be required for entry into the program. Contractor shall also provide case management to support clients in securing housing, financial benefits and health care, and to assist them to focus on their recovery.

Contractor shall make in-house referrals for clients, as needed, for mental health counseling and/or psychiatric evaluations that are provided through a separate mental health contract due to the high percentage of clients (estimated at 75 percent) with co-occurring mental health problems. Contractor shall also provide clients with access to other services provided at St. Mary's Center, outside of this contract, including daily hot meals, winter shelter, grocery bag assistance, health screenings, representative payee, wellness groups, art therapy groups, exercise groups, free chair massage, and opportunities to participate in Hope and Justice Advocacy activities for seniors.

Phase II Services:

Upon completion of Phase I and attainment of abstinence or reduced substance use, clients shall move to the Phase II of the program. Contractor shall ensure that clients in Phase II have a plan in place on how to deal with relapses if they occur and the housing and benefits necessary to promote and maintain stabilization. The goal of Phase II treatment shall be to plan after-care relapse prevention strategies, create a recovery support network, and find community involvement activities that support a clean and sober lifestyle. In Phase II, Contractor shall require participants to attend one individual and/or group substance abuse counseling session per week, for 12 weeks. Clients may choose, in collaboration with their individual Counselors, to continue to attend individual and/or group substance abuse sessions beyond the 12 week requirement, until they are prepared to end treatment.

2. Consumer/Client Flow

Contractor's staff shall provide services as follows:

Milestone Activity	Timing
Episode Opening	Upon client's entry into the program, an episode opening which matches the date of client's entry into the program shall be entered by Contractor's staff in the electronic data collection and claiming system approved by BHCS Information Systems (IS).
Assessment	Initial SUD assessments shall be completed and signed by Contractor's staff within 14 days from the episode opening date in the electronic data collection and claiming system and prior to initial SUD treatment plan development.
Treatment Plan Development*	Initial SUD treatment plans shall be completed and signed by Contractor's staff within 30 days from the episode opening date.
Intervention	SUD Outpatient Treatment shall be ongoing between plan development and discharge.
Update of Treatment Plan and Intervention	Plans and interventions shall be updated no later than every 90 calendar days after the date of the most recent treatment plan or when a change in problem identification or focus of treatment occurs.

** Plan Development shall be strength-based, conducted in partnership with the client whenever possible, and include clear goals, objectives and criteria for successful discharge from the program and a plan for continued recovery.*

3. Discharge Criteria and Process

Contractor shall complete the discharge process when the clients no longer needs service or no longer meets criteria for service from the Recovery 55 program. Contractor shall review the progress and length of treatment with clients every three months. Contractor shall provide referrals to other service providers and for supportive services as needed. Contractor shall document referrals and follow up in client records to coordinate service utilization and stabilization.

4. Hours of Operation

Contractor shall maintain the following hours of operation:

Office Hours/Intake hours: Monday through Friday, 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

5. Service Delivery Sites

Contractor shall provide services at the following location:
925 Brockhurst Street, Oakland 94608

Contractor shall obtain written approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with BHCS 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 employment and duties to be performed. Contractor shall submit revised job descriptions to BHCS prior to implementing any changes to minimum qualifications or employing or contracting with persons who do not meet the minimum qualifications on file with BHCS. Contractor shall notify the BHCS Program Contract Manager of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

Contractor shall ensure that counseling staff providing intake, assessment, treatment planning, individual counseling, or group counseling possess an Alcohol and Drug Counselor Certification, or be a registered intern under supervision of a certified counselor, or a licensed mental health professional. Contractor shall comply with California Department of Health Care Services (DHCS) requirements around registered interns.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor's staff shall provide the following services/deliverables:

Contractor Deliverable		Process Measures				Data Source
Service Type		Units	Sessions	Hrs./Service	Total Hrs	
Direct Services (Medi-Cal Billable)						An electronic data collection and claiming system approved by BHCS Information Systems (IS)
555	Intake	35		35		
355	Treatment Planning	45		45		
351/354	Group Counseling	1600	245	1600		
311	Collateral Services			0		
356	Discharge Planning	20		20		
371	Crisis Intervention	75		75		
Other Services						
343	Individual Visit	640		640		

Contractor Deliverable		Process Measures			Data Source
571	Case Management	1264		1264	
441	Check-In Visit			0	
451	Family Contact			0	
441	Screening/Engagement			0	
Total Year-End Service Units		3679	245	3679	

Unduplicated Clients	80
Treatment Slots	55
Individual Visits ¹	815
Group Visits	1600
Group Sessions	245

B. Outcome Measures Not applicable for current fiscal year.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input data into an electronic data collection and claiming system approved by BHCS IS, by the third business day of each month, according to the written data entry procedures specified by BHCS IS and complete any corrections based on the test claim by no later than the 20th of each month, and submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, and Federal agencies, and applicable law and regulations, as a condition of funding.

Contractor shall input data into the Drug and Alcohol Treatment Access Report (DATAR) on a monthly basis, regardless of whether they have a waiting list

Contractor shall complete and submit the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of the following year.

Additional requirements:

Specific *BHCS Client and Billing System* requirements for Stage 1:

- Contractor shall complete the appropriate discharge form *Client Episode Summary* for both standard and administrative discharges; or complete an *Client Episode Transfer* form;
- Contractor shall enter data into *BHCS Client and Billing System* for clients either leaving the program or transitioning from Stage 1 to Stage 2.

Specific *BHCS Client and Billing System* requirements for Stage 2:

¹ For the purposes of this table, individual visits shall include Intake (Assessment, Evaluation/Diagnosis), Treatment Planning, Discharge Planning, Crisis Intervention, Collateral Counseling, Individual Counseling and Case Management.

- Contractor shall enter data into *BHCS Client and Billing System* collected at discharge from Stage 1 on the *Client Episode Transfer* form the following business day after discharge from Stage 1;
- Contractor shall complete the *Client Quarterly Episode Summary*;
- Contractor shall complete the appropriate discharge form *Client Episode Summary* for both standard and administrative discharges.

B. Evaluation Requirements

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

VI. Additional Requirements

A. Site Certification/Licensure

Contractor shall obtain Alcohol and Other Drug (AOD) Program Certification by California Department of Health Care Services (DHCS).

B. Other Requirements Not Applicable.

C. Supplemental Terms and Conditions

Contractor agrees to comply with the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A-1

ADDITIONAL TERMS AND CONDITIONS

1. **Confidentiality:** Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable health information including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), 42 Code of Federal Regulations (CFR) Part 2, Welfare and Institutions Code and the Substance Abuse and Crime Prevention Act of 2000 regarding confidentiality of patient information, and records, commencing with Section 5328. Contractor shall inform and train its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in those laws.

Contractor shall follow California state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractor, their staff and subcontractors.

Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (BHCS) System of County-operation and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever legally required when information needs to be shared with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing information to those who are outside the BHCS system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

2. **Patients' Rights:** Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6. Patient records must comply with all appropriate state and federal requirements.
3. **Maintenance of Records:** The maintenance, access, disposal and transfer of records shall be in accordance with professional standards and applicable County, State, and Federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000.

Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, appropriateness, and timeliness of the services being rendered under this contract. County policies and procedures in regards to this section may be found in the

Quality Assurance Manual posted online at:
http://www.acbhcs.org/providers/QA/qa_manual.htm.

4. **Enrollment:** All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC County) shall check each client's insurance status upon client's first entry into their program (admission/case opening/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC County, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.
5. **Housing/Living Situation and Co-Occurring Informed Practice:** Contractor shall operationalize at least one activity to promote improved housing/living situation from the list available on the BHCS website, at: <http://www.acbhcs.org/providers/network/docs.htm>. Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available on the BHCS website, at: <http://www.acbhcs.org/providers/network/docs.htm>.
6. **Provider Meetings:** Contractor shall send a representative to scheduled Department Provider meetings and any other special trainings and/or meetings as deemed necessary by the Department throughout the term of this contract year. In addition, all contracted programs providing services for the following special populations – Adolescent, AB109, CalWORKS, Prevention, and Perinatal – and any other populations identified through BHCS are required to send a representative to scheduled meetings throughout the term of this contract.
7. **Prohibitions Regarding Use and Messages Related to Alcohol and Illicit Drugs:** Contractor shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs, and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event which is sponsored by, or on behalf of, Contractor. Contractor agrees that information produced through these funds, and which pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program. Additionally, no aspect of an alcohol or drug related program shall include any message on the responsible use, if the use is unlawful, of alcohol or drugs (Health and Safety Code Section 11999). The Contractor agrees to enforce these requirements by signing this agreement. None of the funds available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 202 of the Controlled Substances Act (21 USC 812). No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
8. **BHCS Tobacco Control, Education and Prevention Guidelines:** Contractor must adhere to the BHCS Tobacco Policy that was approved in 2011 and is available on the BHCS website, at <http://www.acbhcs.org/tobacco/guidelines.htm>.

9. **Materials and Presentations:** Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this contract, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.
10. **Organizational Chart:** Contractor shall have and maintain an organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.
11. **Administrative and Program Standards:** Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines (e.g. Perinatal Services Guidelines, Drinking Under the Influence, Title 22). Contractor shall comply with the Ethical Code of Conduct of all professional organizations that applies to their licensure.
12. **Licenses, Permits and Certificates:** Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.
13. **Credentialing:** Contractor shall be responsible for verifying the credentials and certification or licensing of their staff and employees as contained in BHCS, state and federal requirements. Contractor shall ensure that staff providing services under this Agreement are in good standing with Centers for Medicare and Medicaid Standards (CMS) and not on any list of providers who are excluded from participation in federal health care programs.
14. **Quality Assurance (QA):** Contractor shall comply with the following QA provisions. Contractor shall adhere to State reporting requirements and report any unusual incidents, including accidents, injuries or deaths, to the California Department of Health Care Services (DHCS) as follows: submit a telephone report within one working day of the incident, and submit a written report within seven working days of the incident. Contractor shall also submit reports of client deaths and sentinel events to the BHCS Quality Assurance (QA) Office within 14 days of the knowledge of a beneficiaries' death or sentinel event. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual, available on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Contractors providing treatment services which are eligible for billing to Drug-Medi-Cal shall have completed documentation training and shall provide documentation which complies with all Drug Medi-Cal Services.
15. **Continuity of Services:** Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services.
16. **Program Modification:** Contractor shall secure the prior written approval of the Director of BHCS, or their Designee, in the event contracted services and activities require modification

during the contract year. The request for modification shall be submitted to BHCS in writing.

17. **Data Entry:** BHCS intends to enhance data entry through adoption of an Electronic Health Record System (EHR) approved by BHCS as a front-end system for data entry into the electronic data collection and claiming system approved by BHCS. Contractors providing treatment services shall attend trainings provided by BHCS on the EHR, and shall begin entering data into the EHR within 30 days from BHCS notice.
18. **Compliance with Contract Provisions:** Contractors not in compliance with contract provisions, State or Federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider.
19. **Residential and Transitional Living Programs:** Contractors providing residential services shall maintain a minimum average occupancy of ninety-five percent (95%) over the period of the contract year. Sober Living Environment (SLE) Programs shall maintain a minimum average occupancy of one hundred percent (100%).
20. **Daycare Habilitative Programs:** Contractors providing daycare habilitative services shall maintain a minimum average utilization of ninety percent (90%) over the period of the contract year.
21. **Requirements for Federal Substance Abuse Prevention and Treatment Block Grant Funds**
 - Individuals presenting at a program site must be provided treatment within 14 days after an individual requests treatment. If that requirement cannot be met, "interim services" must be provided within forty-eight (48) hours in the form of counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), risks of needle sharing, risks of HIV and TB transmission, steps to reduce the transmission of HIV and TB, and referral for HIV and TB services if necessary. In addition, interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus and referral, if necessary for prenatal care.
 - All IV drug users (IVDU) must be admitted to treatment within 120 days of seeking services.
 - Treatment preference is as follows: (1) pregnant injecting drug users, (2) pregnant substance abusers, (3) injecting drug users, and (4) all others.
 - Maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.
 - Programs providing IVDU or pregnant women's services are required to do **outreach** activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.

EXHIBIT B: PAYMENT PROVISIONS

TERMS AND CONDITIONS OF PAYMENT ALCOHOL AND OTHER DRUGS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	ST. MARY'S CENTER
Contract Period	July 1, 2015 – June 30, 2016
Contract Maximum	\$413,782

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and BHCS) to this Contract shall abide to the terms of payment contained herein.

I. Budget

BHCS may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by BHCS for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the program budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Agency Composite Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Source of Funding

The following provisions apply to programs within this Contract;

- a. Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life, are not allowable as a direct cost and must be depreciated.
- b. Equipment Purchase: Equipment having a useful life of three or more years and with an acquisition cost over \$5,000 or more per unit must be capitalized. Purchase of items between \$500 and \$5,000 requires prior written approval of the Department. This provision applies to all programs with the exception of Drug Medi-Cal Programs.

Programs funded with Drug Medi-Cal funding or a combination of BHCS Realignment and Drug Medi-Cal funding fall under Federal Medicaid rules and any items purchased with an acquisition cost of \$500 or more must be capitalized and depreciated.

Acquisition cost is the net invoice unit price of an item of equipment, including the costs of any modification, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

- c. Lease or Rent of Equipment or Facilities. Contractor shall not, without written approval of the Department, rent or lease equipment or facilities from a parent

organization or individual who is a "common owner" (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2).

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Contract and Program Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum specified in this Contract. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

2. General and Administrative Costs

Indirect costs reimbursed by BHCS to Contractor shall not exceed twenty-one percent (21%) of a program's direct costs.

a. *Non-Profit Agreement:*

For BHCS to consider the Non-Profit Agreement, Contractor must include a copy of the agreement in a submittal to BHCS Fiscal Contract Manager.

Use of the Non-Profit Agreement is subject to BHCS' approval.

3. Indirect Cost Rate

Indirect costs reimbursed by BHCS to Contractor shall not exceed twenty-one percent (21%) of the total direct service program costs, unless otherwise approved by BHCS. Indirect costs reimbursed by BHCS to Contractor shall not exceed the lowest corresponding percentage of general and administrative costs reimbursed by any other funding sources or entities.

a. *Indirect Cost Rate Proposal:*

If indirect costs are reflected in Exhibit B-1: Funded Program Budget, or requested by BHCS, Contractor must prepare and submit either an Indirect Cost Rate Proposal, as described below.

For BHCS to consider the Indirect Cost Rate Proposal, Contractor must include all of the following in a submittal to BHCS Fiscal Contract Manager:

- i. Exhibit B-1: Funded Program Budget with proposed general and administrative costs included in the indirect costs; and
- ii. A worksheet with each of the Contractor's proposed operating costs and the allocation of general and administrative indirect costs to each direct service program.

Use of the Indirect Cost Rate Proposal and/ Non-Profit Agreement is subject to BHCS' approval.

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from BHCS Fiscal Contract Manager of any variance of ten percent (10%) or greater between actual costs and approved budget costs for Personnel and/or Operating Expenses.

2. Exhibit B-1 Line Item Revisions

To request line item revisions within a program, Contractor shall submit a revised Exhibit B-1: Funded Program Budget to the BHCS Fiscal Contract Manager with detailed written justifications for any variances of \$3,000 or more in any line-items, including the Explanation/Justification forms in Exhibit B-1.

Revisions to Exhibit B-1: Funded Program Budget in excess of \$3,000 in any one line-item are subject to BHCS' approval.

See Section IV.A.2.a. for details about the final budget revision.

3. Movement of Funds Between Programs/Reporting Units (RUs)

Contractor may request movement of funds between programs/RUs prior to March 1st of the fiscal year if Contractor submits written justification to BHCS Fiscal Contract Manager, including the following:

- i. The names of impacted programs/RUs;
- ii. The amounts to be moved; and
- iii. Justification of why funds are needed in one program/RU more than the other.

Movement of funds between programs/RUs is subject to BHCS' approval.

3. Cost of Living Adjustment (COLA)

COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1, of the current contract year.

4. Available Resources

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact BHCS' dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, BHCS shall notify Contractor at least thirty (30) days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between BHCS and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

In the event that any program's net reimbursable cost is less than the program maximum funding, BHCS may apply funds to another program whose net costs exceed the program's maximum funding.

Cost Reports for each program shall be settled through one of the following methods, depending on Contractor's reimbursement method as stated on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet).

1. Actual Cost Reimbursement Method

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payers.

2. Provisional Rate Reimbursement Method

Final reimbursement shall be made on an actual allowable cost per unit (CPU) of service, less any applicable revenues collected from all other payers.

a. Provisional Rate Programs Funded Entirely by Drug Medi-Cal:

BHCS will base final reimbursement on actual allowable CPU of service. BHCS will reimburse Contractor for services described herein on the basis of the lesser of the Contractor's actual reimbursable cost for providing such services less applicable revenues collected from all other payers, or Contractor's usual and customary charges during the contract period. The terms outlined in these provisions under revenue enhancement regarding a Medi-cal client with other health coverage (OHC) apply to programs funded entirely by Drug-Medical or other funding (see exceptions for Narcotic Treatment Programs).

Contractor's final reimbursement is subject to the maximum allowable CPU of service limitations established and subject to revision by the State of California. Should the State CPU of service maximum be revised, Contractor's actual costs are subject to the applicable CPU maximum.

Should Contractor's actual CPU of service exceed the State's maximum applicable CPU of service, Contractor's reimbursable cost will be reduced to the limits mandated by the State.

b. Provisional Rate Programs Funded by Drug Medi-Cal and/or BHCS Realignment Funds:

Unless otherwise approved by BHCS, BHCS will base Contractor's final reimbursement on actual CPU up to the maximum rate reflected in Exhibit B-5: Rate Caps and Revenue Requirements.

In the event that both sources of funding are included in Exhibit B-4: Source of Funding, and if Contractor is eligible for reimbursement of Drug Medi-Cal Funds in excess of the Drug Medi-Cal rate, BHCS shall reimburse Contractor

for such excess by reducing available BHCS Realignment funds in an equal amount.

3. Fee for Service Method

Final reimbursement shall be determined by multiplying the fee-for-service rate(s), specified in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet), by the actual units of service provided, subject to the maximum program funding amount.

Any share of cost collected from a Drug Medi-Cal beneficiary or other payer source shall also be deducted from the net reimbursable cost.

Any fee-for-service rate may be subject to renegotiation after BHCS' review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

a. *Fee for Service Programs Funded Entirely by Drug Medi-Cal*

Unless otherwise approved by BHCS or with the exception of Narcotic Treatment Programs (Methadone Maintenance Programs), BHCS will base final reimbursement on actual allowable CPU of service. Services provided by Contractor, as specified in this Contract, shall be reimbursed by BHCS on the basis of the lesser of the Contractor's actual reimbursable cost for providing such services less applicable revenues collected from all other payers, or Contractor's usual and customary charges during the contract period.

b. *Fee-for-Service Savings:*

In the event that Contractor's actual cost of providing services is less than the net reimbursable cost, Contractor may submit a written plan for the use of savings for alcohol and/or drug programs, which are allowable under County, State and Federal regulations to BHCS Fiscal Contract Manager including the following how savings will be spent. Use of savings is subject to BHCS' approval.

Narcotic Treatment Programs (Methadone Maintenance Programs) funded entirely by Drug Medi-Cal are not required to submit a written plan.

4. Federal Financial Participation (FFP)

For Contractors with FFP, in order for Contractor to be reimbursed up to the program maximum amount, Contractor must earn a minimum of Drug Medi-Cal FFP as shown in Exhibit B-5: Rate Caps and Revenue Requirements. If year-end FFP revenue is less than the amount shown in Exhibit B-5 Rate Caps and Revenue Requirements, the revenue shortfall will be deducted from the Program Maximum Amount.

BHCS will apply any excess FFP earned in Contractor's program to another program within this Contract whose FFP is below the required amount.

BHCS may waive this provision in the event that the cost for each unit of service is less than maximum rate of reimbursement specified.

5. Cost Settlement

Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all Federal, State, and County audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by BHCS. Should County, State, Federal; or any other funding agency refuse to reimburse BHCS or disallow previous payments, Contractor agrees to refund excess to BHCS within 120 days of notification, unless otherwise approved by BHCS. BHCS may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

BHCS may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If BHCS determines that Contractor is not in compliance with any provisions of this Contract, BHCS will provide Contractor with a written notice of non-compliance and may withhold payment if the identified issue is not remedied within the timeline specified in the notice of non-compliance. Non-compliance includes failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as but not limited to Quarterly Financials; Year-End Cost Reports; cost data; audits; or other information required for contract administration, monitoring and/or renewal.

BHCS may, after three months of withholding funds for non-compliance impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until BHCS deems Contractor in compliance with the Contract.

2. Disallowances

BHCS may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Drug Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by BHCS.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, BHCS may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by BHCS.

E. Definitions

1. Service Definitions

• Nonresidential Programs:

○ CalWORKS Program:

- Engagement Fee: Reimbursement for signed CalWORKs Release of Information submitted to Alameda County Social Services Agency for a CalWORKs client.
- Initial Reporting Fee: Reimbursement for preparation and submission of an Initial Assessment Report to Alameda County Social Services Agency for a CalWORKs client.
- Follow-up Reporting Fee: Reimbursement for preparation and submission of monthly progress and attendance reports to Alameda County Social Services Agency for a CalWORKs client.

○ Day Care Habilitative (DCH) Day: A visit in which a client actively participates for a minimum number of hours a day and is scheduled a minimum number of days a week. Each day of attendance is a unit of service. Requirements are as follows:

- All Others: Minimum three hours per day, scheduled three days a week.

○ Outpatient and All Other Modalities (Including, but not limited to, HIV Early Intervention, Perinatal Outreach, Perinatal Case Management):

- Unit of Service: For modalities identified above, except for outpatient programs with combined Drug Medi-Cal and BHCS Realignment funding, the unit of service is an available staff hour, which refers to all hours staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.
- Available Staff Hours: The available staff hours shown in Section II of this exhibit reflect ninety percent (90%) of 1,779 available hours per FTE reflected in the program budgets contained in this exhibit. Major Budget Expenditure Categories: Personnel costs, such as salaries and benefits; services and supplies and fixed assets.

○ Outpatient Drug Medi-Cal Funded Programs:

- Individual Visit: A face-to-face contact between a client or significant person in the life of the identified client and a counselor/therapist. Individual counseling is limited to intake, assessment, treatment planning, which may include collateral services, discharge planning and crisis intervention.
- Group Session: A face-to-face contact in which one or more counselors/therapists treat a minimum of four and a maximum of ten clients at the same time.

- Group Visit: Each individual in a single group session is counted as one visit.
- *Outpatient Realignment or Realignment/Medi-Cal Funded Programs:*
 - Individual Visit: A face-to-face contact between a client or significant person in the life of the identified client and a counselor/therapist.
 - Group Session: A face-to-face contact in which one or more counselors/therapists treat at least two or more clients at the same time.
 - Group Visit: Each individual in a single group session is counted as one visit.
- *Primary Prevention Programs:*
 - Direct Time (Service Hours): The face-to-face time spent on an activity.
 - Staff Hours: The time staff spends on direct service.
 - Indirect Staff Hour: The time spent preparing for the activity and travel to and from the activity site.
- *Residential and Transitional Living Programs:*
 - Residential Bed Day: A calendar day (12:01 a.m. to midnight) in which a client participates and resides in a program. 1
 - Transitional Living Bed Day: A calendar day (12:01 a.m. to midnight) in which a client resides in an alcohol and drug free living environment.
 - If a client participates in a program for more than one Resident Day, the following shall also apply: The calendar day of admission shall constitute a Resident Day, regardless of the time of admission. The calendar day of discharge shall not constitute a Resident Day.
 - Residential Detoxification Bed Day: When a client occupies a bed for more than three hours.
 - If a client is admitted to a residential program more than once during any calendar day only one Residential Bed Day or Residential Detoxification Bed Day shall be counted.

2. General Definitions

- Actual Net Cost: The total cost to Contractor for negotiated contracted services.
- All Other Payers: Applicable and appropriate payers other than BHCS.
- Available Capacity: The total number of units of service that Contractor makes available in the current fiscal year.
- Available Staff Hour: All available staff work, exclusive of time off, such as vacation, sick leave and lunch.
- BHCS: (Alameda County) Behavioral Health Care Services
- Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life, are not allowable as a direct cost and must be depreciated.
- Client: Individuals who receive services specified in this Contract (i.e. patients, consumers, partners, beneficiary etc.).
- Drug Medi-Cal Funding: State General Funds that are used to match Drug Medi-Cal, and Federal Medi-Cal.
- Drug Medi-Cal Program: State of California system wherein eligible beneficiaries receive covered services from Drug Medi-Cal certified substance

abuse treatment providers who are reimbursed for the services with State General Fund and Federal Medicaid funds.

- Federal Financial Participation (FFP): FFP provides federal Title XIX/Medi-Cal reimbursement for approved State programs providing specific activities that meet the following two objectives:
 - Assisting Medi-Cal eligible individuals to enroll in the Medi-Cal/Family PACT Program.
 - Assisting individuals on Medi-Cal to access Medi-Cal or Family PACT providers and services.
- Indirect Cost: The non-direct service cost of providing services.
- Interim Cost Settlement: The Cost Settlement amount before and during any Federal, State, County or other funding source's audited review and appeals period.
- Programs: Each contracted program is represented in columns in Exhibit B-1: Funded Program Budget.
- Major Budget Expenditure Categories: Personnel costs, such as salaries and benefits; services and supplies, and fixed assets.
- Slot: The capacity to provide treatment services to an individual. Total slots reflect the minimum number of individuals a Contractor can serve at any given time, given its complement staffing and other resources.
- Utilization: The total actual units of service provided.

II. Invoicing Procedures

Contractor shall comply with the following invoicing procedures:

A. Monthly Invoices /Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using the BHCS provided template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Contractor shall submit invoices/reimbursement claims by the tenth calendar day of the month after the service month.

Contractor shall submit two original invoices/reimbursement claims with appropriate attachments to BHCS Fiscal Contract Manager. The following requirements apply to such monthly invoices and reimbursement claims:

1. Invoice/Claim Attachments

- a. *For programs with a Reporting Unit (RU):* Contractor shall attach the corresponding PSP (Poolman, Shih and Platten) 131 report to the monthly invoice/claim. Contractor shall input required data into the system (currently InSYST) the Friday before the second Saturday following the month of service to be eligible for invoice payment.
- i. For California Work Opportunity and Responsibility to Kids (CalWORKs) programs:
 1. Contractor must submit a signed CalWORKs Release of Information to Social Services Agency to receive reimbursement for the Engagement Fee.

2. Contractor must prepare and submit a monthly progress report to Social Services Agency to receive reimbursement for the Follow-Up Reporting Fee.
 3. Contractor must prepare and submit the Initial Assessment Report to Social Services Agency to receive reimbursement for the Initial Reporting Fee.
- b. *For prevention programs that input data into the California Outcomes Measurement System (CalOMS):* Contractor shall attached the corresponding CalOMS Staff Hour Summary Report with Contractor's monthly invoice.

2. Monthly Reimbursement (Does not apply to programs funded exclusively by Drug Medi-Cal)

Monthly reimbursement shall not exceed the monthly prorata of the annual contract maximum amount reflected in the Master Contract Exhibit A and B Coversheet unless the following conditions are met.

Contractor must submit a written request to exceed the prorata to the BHCS Fiscal Contract Manager showing that the Contractor's prior month's payments were less than the monthly prorata and that savings are being applied to documented costs in excess of the prorata. Authorization to exceed the monthly prorata is subject to BHCS' approval.

3. Payments Made on a Provisional Rate

- a. Should Contractor's provisional payments be in excess of actual net costs reported at the close of each Quarterly or Year-End Cost Report period, BHCS, may at its sole discretion, withhold any excess payment from Contractor's subsequent invoice.
- b. Should Contractor's provisional payments be less than ninety-five percent of the actual net costs reported, Contractor may request from BHCS Fiscal Contract Manager to augment the provisional payments up to the actual net costs.

Authorization to exceed the monthly prorata is subject to BHCS' approval.

B. Cash Advance

Contractor may be eligible to receive a one-time cash advance. To request a cash advance, Contractor shall follow Alameda County's Cash Advance Policy located on BHCS' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

Upon BHCS' approval of a cash advance, Contractor may request to repay in one of the following ways:

1. Over the course of this Contract term for a number of months approved by BHCS; or
2. With the final invoice for funds against this Contract, with any adjustments necessary to ensure the provision of services during the last month(s) of this Contract and complete recoupment by BHCS.

Repayment method is subject to BHCS approval. BHCS may make repayment adjustments or demand full repayment at any time after BHCS review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of invoices until repayment is satisfied.

C. Reimbursement of Invoices After End of Contract Terms

With the exception of contracted CalWORKs programs, Contractor shall submit all invoices for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All invoices submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

CalWORKs program Contractors shall submit all claims for reimbursement under this Contract within fifteen days following the end of the term of this Contract. All CalWORKs invoices submitted after fifteen calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

III. Funding and Reporting Requirements

Contractor shall comply with the following funding and reporting requirements:

A. Financial Reports

1. Quarterly Financial Reports

Contractor shall provide BHCS with three detailed Quarterly Financial Reports, expenditure and revenue reports of actual costs and revenues applicable to each program reflected in Exhibit B-1: Funded Program Budget. Narcotic Treatment Program (Methadone Maintenance) programs are exempt from Quarterly Reports. Contractor shall submit Quarterly Financial Reports in the template provided by BHCS to BHCS Fiscal Contract Manager on the following schedule:

Report	Term	Due Date
1 st Quarterly Financial Report	July 1-September 30	October 31
2 nd Quarterly Financial Report	July 1-December 31	January 31
3 rd Quarterly Financial Report	July 1-March 31	April 30

2. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format issued by BHCS. Contractor shall submit a separate Year-End Cost Report for each program contained in this Contract.

a. *Final Budget Revision:*

Contractor shall submit the Year-End Cost Report as a final budget revision, which shall comply with all applicable provisions indicated in this Contract.

b. *Excess Fees:* In the event Contractor has participant-generated fees (e.g. public benefits and/or other payer sources) which are unexpended as of June 30, Contractor may identify these fees as "Excess Fees" in the Year-End Cost Report's revenue section. Contractor shall include any "Excess Fees" as revenue in the Exhibit B-1: Funded Program Budget for the following year. Contractor shall expend these funds first.

c. *Measure A Funding:* All Measure A funding shown in Exhibit B-4: Source of Funding shall be considered the last payer source within each program in cost settlement, excluding unearned FFP. Should Contractor's total net reimbursement be less than the Contract Maximum, Measure A funding shall be designated as the savings, which Contractor may not retain.

Measure A funding shall not be used in programs that are funded entirely by the following:

- Medi-Cal
- HIV Early Intervention
- CalWORKs
- State or Federal grants

Notwithstanding all other provisions of this Contract to the contrary, Measure A funds may be used for capital expenditures and/or any costs not allowed under Medi-Cal and/or State and Federal guidelines. Contractor must budget separately for these funds from other program budgets. All such expenditures require prior authorization and approval from BHCS.

d. *Indirect Cost Rate Plan:* Contractor shall submit a final Indirect Cost Rate Plan with the Year-End Cost Report, which shall include all of the following:

- i. Line-item detail showing actual general and administrative costs included in the indirect cost pool; and
- ii. A worksheet containing each of the Contractor's final direct service operating costs and the allocation of the administrative/indirect costs to each direct service program.

IV. Additional Terms and Conditions of Payment

A. Revenue Enhancement

BHCS intends to establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to Federal, State and local insurance revenue maintenance or enhancement within 30 days from BHCS notice. BHCS shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or for share of cost Drug Medi-Cal to client responsible for payment of services. Charges must be billed in the amount of the Contractor's published charge rate (usual and customary charges) or negotiated insurance rate. This applies only for services covered by such third party payers and/or Share of Cost Drug Medi-Cal.

1. Fees

Any treatment program funded under this Contract shall assess fees to participants in the program in accordance with Section 11841 et seq. (alcohol) and Section 11991.5 et seq. (drug) of the Health and Safety Code.

Any and all applicable other payer (e.g. third party medical, hospital, other insurance coverage, any other benefit program, etc.) available to program clients shall be utilized to offset any reimbursable services thereunder.

2. Programs Funded Entirely by Drug Medi-Cal

Contractor must bill in the amount of the Contractor's published charge rate (usual and customary charge) or negotiated insurance rate. Billings to and collections from clients shall be in accordance with the BHCS policy for Realignment funds or Drug Medi-Cal contract procedures prescribed by the State of California.

Contractor shall maintain, implement and utilize procedures to collect charges from clients for services provided under this Contract. Contractor shall report all revenue collected from third-party payers and/or from clients to BHCS in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and, any subsequent letters or instructions from BHCS.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients. BHCS will provide test claim reports for all claims prior to submission to the

State of California. Should BHCS receive notification of claims denied by State for any Drug Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

Any contractor claim out of compliance with these regulations will result in non-payment of claim/s prior to or during the cost report settlement process.

B. Contract or Program Termination

In the event of termination of this Contract or a program within this Contract;

- a. If initiated by Contractor, Contractor shall provide written notice to BHCS Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b. If initiated by BHCS, BHCS Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program.
- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to BHCS upon written request from BHCS.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to BHCS Fiscal Contract Manager.
- d. Surrender all fiscal records to BHCS, if requested by BHCS.

For a Contract termination, Contractor must complete a Cost Report within thirty (30) calendar days of receipt of Cost Report template from BHCS.

BHCS may reimburse Contractor for reasonable and necessary costs or expenses incurred after BHCS' receipt of Contractor's notice of termination, within the contract maximum.

C. 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 the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

Contractor Name: St. Mary's CenterContract Period: 7/1/15-6/30/16Prepared By: Henry ApgarTelephone No: (510) 923-9600Date Prepared: August 7, 2015

Program Name >>>		Outpatient Alcohol & Drug	Primary Prevention Alcohol & Drug				
1	PERSONNEL EXPENSES	192,696	300,703				
2	OTHER THAN PERSONNEL EXPENSES						
3	Household Supplies						
4	Food						
5	Office Expense	1,753	4,145				
6	Recreational Supplies*						
7	Medical, Dental, Pharm. Supplies*						
8	Maintenance						
9	Structure	4,126	3,002				
10	Equipment						
11	Vehicles						
12	Utilities	3,292	2,848				
13	Communications	1,345	2,591				
14	Membership Dues	303					
15	Transportation						
16	Travel*						
17	Training*	150	120				
18	Professional & Spec. Services*	9,628	22,475				
19	Insurance	2,892	6,771				
20	Taxes & Licenses	345	291				
21	Interest*						
22	Rents & Leases						
23	Structure						
24	Equipment	194	465				
25	Motor Vehicles						
26	Depreciation						
27	Structure						
28	Equipment						
29	Motor Vehicles						
30	Measure A Capital Costs*						
31	Miscellaneous*	3,400					
32	Indirect Costs						
33	Total - Other Than Personnel Expenses	27,428	42,708	-	-	-	-
34	GROSS COST	220,124	343,411	-	-	-	-
35	REVENUE						
36	Participant Fees						
37	General Assistance						
38	Food Stamps						
39	Insurance & Medicare						
40	Contracts & Grants						
41	Prior Year Excess Fees						
42	Other (Specify)						
43	Other (Specify)						
44	Fund Raising	104,964	44,789				
45	TOTAL REVENUE	104,964	44,789	-	-	-	-
46	NET COST	115,160	298,622	-	-	-	-

Contractor Name:

St. Mary's Center

Program Name >>>>>>>>>			
Position / Incumbent* <small>(use for 1-3 Programs, 1-21 Staff)</small>	Annualized Salary	TOTAL % FTE	
1 Recovery 55 Project Director.		-	
2 (S. Cheney 10% FTE)	64,002	0.10	
3 (S. Cheney 75% FTE)	64,002	0.75	
4 Recovery Counselor (M. Roberts)	54,558	0.88	
5 Recovery Counselor (A. Lopez)	53,373	0.50	
6 Data Manager (M. Gaskell)	44,990	0.35	
7 Exec Dir (C. Johnson)	94,182	0.16	
8 Sen Adv - Filipino (R. Hufana)	33,093	0.75	
9 Sen Adv - AA (G. Redick)	33,093	0.35	
10 Sen Adv - Chinese (H. Tang)	33,093	0.35	
11 Sen Adv (A. Manuel)	41,933	0.85	
12 Sen Adv (S. Werner)	69,514	0.15	
13 Sen Adv (J. Castillo)	50,461	0.45	
14 Sen Adv (J. Han)	33,093	0.32	
15 Sen Adv (C. Franklin)	42,848	0.38	
16 Sen Adv (E. Danchik)	49,712	0.75	
17 Program Director (K. Salazar-Maceo)	54,080	0.68	
18		-	
19		-	
20		-	
21		-	
TOTAL FTE / SALARIES		7.76	
EMPLOYEE FRINGE BENEFITS			
23 Social Security			
24 Unemployment Insurance			
25 Health Insurance			
26 Workmen's Comp			
27 Other (Specify)			
28			
29 Total Employee Fringe Benefits			
Total Personnel Expenses			
30			

Prog 1				
Outpatient		Alcohol & Drug		
Status	No. of Months	% FTE**	Salary	
S	12	0.10	6,400	
D	12	0.75	48,001	
D	12	0.88	47,739	
D	12	0.50	26,886	
A	12	0.20	8,998	
A	12	0.10	9,418	
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		2.52	147,242.00	
0.30	0.10	2.12	< FTE split	
A	S	D		
			11,264	
			9,129	
			23,117	
			1,944	
			45,454	
			192,696	

[illegible][illegible]

FTE (Full Time Equivalent) FTE reflects actual time worked.

* Informational purposes only

Exhibit B - Personnel Expenses, 1-3 Programs for 1-21 Staff

Status: A = Administrative S = Supervisorial

D = Direct Program

$$\% \text{ FTE} = \text{Annual Budgeted Salary Divided by Annualized Salary Divided by } 12 \times \text{No of Months}$$

EXHIBIT B-2 AGENCY COMPOSITE BUDGET**REVENUE / EXPENSE SUMMARY****CONTRACTOR: St. Mary's Center****PERIOD: 7/1/15-6/30/16****SOURCE OF FUNDS****APPROPRIATION REQUIREMENTS**

REVENUE CATEGORIES	TOTAL	SALARIES & BENEFITS	SERVICES & SUPPLIES	FIXED ASSETS
COUNTY ALLOCATED FUNDS				
A. ALCOHOL AND DRUG	413,782	364,483	49,299	
B. MENTAL HEALTH	205,295	180,836	24,459	
C. PUBLIC HEALTH	-			
D. OTHER	-			
Area Agency on Aging	20,000	17,617	2,383	
Area Agency on Aging - Measure A	38,750	34,133	4,617	
	-			
COUNTY ALLOCATED FUNDS TOTAL	677,827	597,069	80,758	-
OTHER SOURCE OF FUNDS				
A. FEDERAL	91,900	80,951	10,949	
B. STATE	124,000	109,226	14,774	
C. CITY	177,000	155,912	21,088	
D. PARTICIPANT RELATED REVENUE	387,831	341,624	46,207	
E. PRIVATE	1,157,638	862,716	294,922	
F. MISCELLANEOUS / OTHER	1,500	1,321	179	
OTHER SOURCE OF FUNDS TOTAL	1,939,869	1,551,750	388,119	-
GRAND TOTAL	2,617,696	2,148,819	468,877	-

**EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT
NEGOTIATED UNITS OF SERVICE
FY 15/16**

Contractor: St. Mary's Center

Program/Service	Maximum Funding	Reimbursement Method	Units of Service	Rate
Outpatient - Alcohol/Drug	\$ 115,160	Actual Cost		
Individual Visits			815	
Group Visits			1,600	
Group Sessions			245	
Available Staff Hours			4,035	
Primary Prevention - Alcohol/Drug	\$ 298,622	Actual Cost		
Service Hours			2,054	
Direct Staff Hours			3,120	
Indirect Staff Hours			1,162	

CONTRACT MAXIMUM:	\$ 413,782
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1. For perinatal programs, the adult rate of reimbursement includes the cost of both mother and child(ren).
2. Any fee-for-service rate reflected above may be subject to renegotiation after Department's review of Contractor's prior year cost report.
3. The funding level reflected on the Master Contract Exhibit A and B Coversheet reflects funding for the entire contracting agency. Each program above is capped at the Maximum Funding shown above and must be accounted for separately, with its own cost center and audit trail.

EXHIBIT B-4 FY 15/16 SOURCES OF FUNDING - SUD

Contractor: ST. Mary's Center			
Program:	Outpatient	Primary Prevention	TOTAL
LOCAL REV. FUND - COMM. CORRECTIONS			
A.B. 109 Funds			-
LOCAL REV. FUND - BEHAVIORAL HEALTH			
Drug Court			-
Drug Medi-Cal Match - Non Perinatal and Perinatal			-
Non Drug MC Substance Abuse Treatment Services	3,331		3,331
Women & Children's Residential Treatment Services			-
TOTAL STATE FUNDS	3,331	-	3,331
FEDERAL FUNDS			
SAPT BLOCK GRANTS - Fed Cat #93.959			
Adolescent / Youth Treatment Program			-
Discretionary	93,279		93,279
Friday Night Live / Club Live			-
HIV Set Aside			-
Perinatal Set Aside			-
Prevention Set Aside		225,612	225,612
FEDERAL FIN. PART. - Fed Cat #93.778			
FFP- Drug Medi-Cal			-
FFP- Perinatal Drug Medi-Cal			-
CFDA - Fed Cat #93.243			
Strategic Prevention Framework State Incentive Grant			-
SDFSC - Fed Cat #84.186			
Community Based Prevention			-
TOTAL FEDERAL FUNDS	93,279	225,612	318,891
COUNTY FUNDS			
County Discretionary	14,386		14,386
TOTAL COUNTY FUNDS	14,386	-	14,386
OTHER FUNDS			
Alcohol Education - P.C. 1463.25		42,291	42,291
CalWORKS			-
Drug Education - H&S 11372.7			-
DUI - A.B. 1916			-
Measure A	4,164	30,719	34,883
State Realignment Funds - VLF / Sales Tax			-
Statham - P.C. 1463.16			-
Other			-
TOTAL OTHER FUNDS	4,164	73,010	77,174
TOTAL	115,160	298,622	413,782

- Contractor shall comply with all applicable federal, state, and local regulations governing each funding
- In order to provide for the maximum utilization of all funds available, it may be necessary to amend the funding information reflected above. If this occurs, Contractor shall be notified in writing by the department in a revised Sources of Funding. The final Sources of Funding will be reflected in the Cost Report submitted to the State Department of Alcohol and Drug Programs.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected 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 minimum A.M. Best Rating of A- or better, 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. 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 maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: Alameda County - BHCS, Network Office Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2015

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

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

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. LIC # 0726293
505 N Brand Blvd, Suite 600
Glendale CA 91203

CONTACT
NAME: Janis Lee
PHONE (A/C, No, Ext): 818-539-2300 FAX (A/C, No): 818-539-2301
E-MAIL ADDRESS: Janis_lee@ajg.com

INSURED
St. Mary's Center
925 Brockhurst St
Oakland, CA 94608

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co of A	25674
INSURER B: New York Marine And General Insuran	16608
INSURER C: Great American Insurance Company	16691
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1087817727

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	SUBROGATION	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"/> ProfLiab \$1M/\$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6606693L22714	10/1/2014	10/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 LIQUOR LIAB \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1944R77014	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP7857Y67414	10/1/2014	10/1/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$ Aggregate \$3,000,000
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	N/A	WC201400008076	12/31/2014	12/31/2015	<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
A C	Employee Dishonesty Directors & Officers			6606693L22714 EPP2453790	10/1/2014 4/29/2015	10/1/2015 4/29/2016	Limit \$250,000 Per Claim \$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 named additional insureds with respect to the operations of the named insured. All the above entities are also named as loss payee for the Employee Dishonesty policy. Workers compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

Alameda County - BHCS
Network Office Insurance Coordinator
1900 Embarcadero Cove, Ste. 205
Oakland CA 94606 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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POLICY NUMBER: 6606693L22714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CHARITY FIRST — AMENDMENT OF COVERAGE —
WHO IS AN INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**Name Of Person Or Organization (Additional Insured):**

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

Designation Of Premises (Part Leased to You)

PER SCHEDULE ON FILE

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A. Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C. Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that Insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.

POLICY NUMBER: X-660-6693L227-TIL-14

COMMERCIAL CRIME
ISSUE DATE: 11-04-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

A. Schedule*

Name And Address Of Loss Payee

ALAMEDA COUNTY-BHCS NETWORK
OFFICE INSURANCE COORDINATOR
1900 EMBARCADERO COVE STE 205

OAKLAND

CA 94606

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

B. Provisions

1. You agree that any loss payable under this insurance shall be paid to the Loss Payee shown in the Schedule as its interests may appear and any such payment shall constitute payment to you. We agree that we will make all such payments to the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.

2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than payment of loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

EXHIBIT D

AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT 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 ST. MARY'S CENTER, ("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: ST. MARY'S CENTER

By (Signature):



Print Name: Carol Johnson

Title: Executive Director

EXHIBIT F

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, the 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 or attach an additional page.

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 contracting process.

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

CONTRACTOR: ST. MARY'S CENTER

PRINCIPAL: Carol Johnson

TITLE: Executive Director

SIGNATURE:

Carol Johnson

DATE:

Sept 28, 2015

**COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Behavioral Health Care Services Vendor ID #: 0000068092 Board PO #: 7747
 Bus Unit: BHSVC Master Contract #: 900045 Procurement Contract #: 11573 Budget Year: 2016

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350602	00000	N/A	N/A	6,800	322,779
610341	11000	350850	40305	N/A	N/A	0	32,836
610341	10000	350602	31001	N/A	N/A		

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: \$ 355,615
 Procurement Contract Begin Date: 07/01/2015 Expire Date: 06/30/2016 Period of Funding From: 07/01/2015 To: 06/30/2016

Department Contact: Network Office Secretary Telephone #: (510) 567-8296 QIC Code: 28007

Contractor Name: <u>SENIOR SUPPORT PROGRAM OF THE TRI-VALLEY</u>		
Project Name: _____		
Contractor Address: <u>5353 Sunol Blvd., Pleasanton, CA 94566</u>		
Remittance Address: Same as above		ALCOLINK Vendor Address#: _____
		BOS Dist. #: <u>1</u>
Contractor Telephone #: <u>(925) 840-4552</u>	Fax #: <u>(925) 931-5391</u>	E-mail (Signatory): <u>mjcpetersen2002@yahoo.com</u> (or) <u>mpetersen@ssptv.org</u>
Contractor Contact Person: <u>Marlene Petersen</u>		E-mail (Contact): <u>mjcpetersen2002@yahoo.com</u> (or) <u>mpetersen@ssptv.org</u>
Contract Service Category: <u>Substance Use Disorder-See Exhibit B-3</u>		Estimated Units of Service: <u>See Exhibit B-3</u>

Method of Reimbursement (Invoicing Procedures): See Exhibit B-3

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$348,815	\$355,615			
Amount of Encumbrance	\$348,815	\$6,800			
File Date	6/2/15	7/28/15			
File / Item #	10	94 A (i)			
Reason	Interim	Final			

Funding Source Allocation:	Federal - CFDA #: <u>93.959</u>	State	County
	\$287,286	\$3,493	\$64,836

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

DEPARTMENT

By _____

Signature: Manuel J. Jimenez, Jr., MA MFT

Title Director, Behavioral Health Care Services

Date 11/10/15

CONTRACTOR

By _____

Signature Marlene Petersen

Title Executive Director Date 11-9-2015

By _____

Signature _____

Print or Type Name _____

Title _____

Date _____

EXHIBIT A (a)
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Senior Support Program of the Tri Valley (SSPTV)
Contract Period	July 1, 2015 – June 30, 2016
Type of Contract	Master
Contract Number	900045

I. Program Name

Finding Wellness

II. Contracted Services

Substance Use Prevention Services

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals and objectives from the 2013 Alameda County BHCS Strategic Plan for Alcohol and Other Drug (AOD) Prevention Services:

- **Goal 2:** By 2020, reduce by two percent (from 2007 baseline) the binge drinking rate of older adults (65 and older).¹
 - Objective 2.1: Each year, 60 percent of older adult participants will report an increase in understanding of the harmful effects of consuming alcohol while using prescription medication, as measured by provider administered pre/post-test workshop surveys.
 - Objective 2.2: Each year, 75 percent of older adult participants will report an increase in understanding of safe alcohol limits.
 - Objective 2.3: Each year, 50 percent of older adult participants will report an “increased sense of well-being,” as measured by provider administered pre/post-test surveys.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to older adults who are living in the South, East and Central regions of Alameda County and are at risk for substance use or abuse, but do not currently require substance abuse treatment, and to their families. For the

¹ This Goal will be measured by the California Health Interview Survey (CHIS).

purposes of this project, the Central and East regions of Alameda County shall include the following cities: Castro Valley, Hayward, San Leandro, San Lorenzo, Dublin, Pleasanton, Livermore and Sunol. South Alameda County region includes the following cities: Fremont, Newark and Union City.

Contractor shall serve older adults from diverse ethnic and cultural backgrounds corresponding with the diversity of the city or region of Alameda County in which the program shall be represented.

Contractor shall make it a priority to serve individuals who are:

- Low income;
- Functionally impaired;
- Homebound;
- Socially isolated; and
- Ethnic and other cultural minorities.

2. Referral Process to Program

Contractor shall receive and generate referrals through community presentations, collaborative partnerships with other community-based organizations, family, or self-referrals, gatekeeper groups and through other agencies and providers that could benefit from Substance Use Primary Prevention Services. Gatekeeper groups shall include paratransit, senior centers, police and fire departments, senior housing communities, churches, meals on wheels, healthcare providers, social workers, etc.

3. Program Eligibility

Contractor shall only serve clients who are:

- Alameda county residents;
- Age 60 years and over;
- At risk for substance use or abuse, but do not currently require substance abuse treatment; and their families.

Contractor shall only serve individuals that fall within the following Institute of Medicine (IOM) Substance Abuse Prevention Intervention Categories:

- Indicated category: Individuals who are exhibiting early signs of substance abuse; and
- Selective category: Individuals or a subgroup of individuals whose risk of developing substance use disorders is significantly higher than average.

4. Limitations of Service Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall utilize the following evidence-based and promising practices to deliver Substance Use Primary Prevention Services:

- 'Get Connected!', which is a resource toolkit released by SAMHSA, the Administration on Aging (AoA), and the National Council on the Aging (NCOA);
- 'Healthy Aging Program', which is a promising practice released by Salt Lake County, Utah; and
- Take Charge of Your Health (TCOYH), which is an evidence-based practice.

Contractor shall conduct activities under four distinct Substance Use Primary Prevention strategies as defined by the Center for Substance Abuse Prevention (CSAP): Education, Alternative Activities, Problem Identification and Referral, and Community Based Process.

- Education. Contractor shall provide a four to six week educational series addressing substance use and underlying aging issues at senior/community centers, senior housing, mobile home parks and other outreach locations. Contractor's Registered Nurse or Coordinator shall also conduct one-on-one education at Contractor's health screening sites with seniors presenting high risk indicators for substance misuse, such as depression, loss or trauma, chronic pain, multiple medications and lack of knowledge regarding their diagnosis and medication.
- Alternative Activities. Contractor shall implement monthly activity groups to redirect older adults from potentially problematic settings and activities to situations free from the influence of substance use. Contractor shall facilitate engaging, constructive, clean and sober and culturally responsive activity groups aimed at forging friendships, socialization and education among older adults.
- Problem Identification and Referral. Contractor shall implement Problem Identification and Referral Services to identify older adults who have had inappropriate substance use and assess whether their behavior can be reversed through education or whether they require referral to treatment services. Contractor's Program Coordinator, followed by a Peer Volunteer shall utilize this strategy while providing education. Contractor shall utilize problem identification in assessing community needs to adapt the prevention curriculum.

- **Community Based Process.** Contractor shall implement this strategy to enhance the efficiency and effectiveness of Substance Use Primary Prevention services implementation through interagency collaboration, coalition building, training and networking. Contractor shall conduct training sessions for other services providers, community groups, faith based organizations, retiree associations, rotaries, caregiver workshops, employee brown bag events, cultural specific groups, gatekeepers such as Meals on Wheels drivers, paratransit drivers, emergency responders, hospital discharge planners, social workers, and other service providers. Contractor shall provide resource and referral information to community partners and train them on risk factors of substance misuse and ways to identify older adults who may be experiencing problems with medication, alcohol and/or having difficulties adjusting to the myriad of issues related to aging process.

Contractor shall update their logic model annually, as needed, which links program effectiveness via the relationships among resources, activities, outputs and outcomes of Contractor's program.

2. **Consumer/Client Flow** Not applicable.
3. **Discharge Criteria and Process** Not applicable.
4. **Hours of Operation**

Contractor shall maintain the following hours of operation:

General office hours:

- Monday through Friday, 8:00 a.m. until 4:00 p.m.

Service provision hours:

- Monday through Friday, 8 a.m. a.m. to 4 p.m.

Some program activities shall also take place on evenings and weekends.

5. **Service Delivery Sites**

Contractor shall provide services at the following locations:

- Senior Support Program of the Tri-Valley, 5353 Sunol Boulevard, Pleasanton, CA 94566
- Arbor Vista Senior Apartments, 1300 South Livermore Avenue Livermore, CA 94550
- Carlow Court, 4880 Mariposa Cr, Dublin, CA 94568

- Carlton Plaza of Fremont, 3800 Walnut Ave, Fremont, CA 94538
- Cottonwood Place, 3701 Peralta Blvd, Fremont, CA 94536
- Dublin Ranch, 3115 Finnian Way, Dublin, CA 94568
- Eden Issei Terrace, 200 Fagundes Street, Hayward, CA 94544
- Eden Lodge, 400 Springlake Dr, San Leandro, CA 94578
- Emeritus Fremont, 2860 Country Drive. Fremont CA 94536
- Estabrook Place, 2103 East 14th St. San Leandro, CA 94577
- Fargo Senior Housing, 868 Fargo Avenue, San Leandro, CA 94579
- Fremont Community Center, 40204 Paseo Padre Parkway, Fremont, CA 94538
- Fremont Senior Center, 40086 Paseo Padre Pkwy, Fremont, CA, 94538
- Gardens at Ironwood, 3431 Cornestone Court, Pleasanton, CA 94566
- Hayward Senior Apartments, 568 C Street, Hayward, CA 94541
- Heritage Estates, 800 Stanley Blvd, Livermore, CA 94550
- Hillcrest Gardens, 550 Hillcrest Ave, Livermore, CA 94550
- Josephine Lum Lodge, 2747 Oliver Dr, Hayward, CA 94545
- Kenneth Aitken Senior and Community Center, 17800 Redwood Rd, Castro Valley, CA 94546
- Lynnewood Methodist Church, 4444 Black Ave, Pleasanton, CA 94566
- Pleasanton Senior Center, 5353 Sunol Boulevard, Pleasanton, CA 94566
- Ridgeview Commons, 5200 Case Ave, Pleasanton, CA 94566
- Stoneridge Creek, 3300 Stoneridge Creek Way, Pleasanton, CA 94588
- Vineyard Village Senior Apartments, 3700 Pacific Ave, Livermore, CA 94550
- Wisteria Place, 33821 Alvarado-Niles Road, Union City, CA 94587
- Wittenberg Manor, 657 Bartlett Ave, Hayward, CA 94541

Contractor shall obtain written approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with BHCS 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 employment and duties to be performed. Contractor shall submit revised job descriptions to BHCS prior to implementing any changes to minimum qualifications or employing or contracting with persons who do not meet the minimum qualifications on file with BHCS. Contractor shall notify the BHCS Program Contract Manager of any administrative, supervisory and/or other personnel that may occur during the term of this contract.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

Contractor Deliverable	Process Measures			
Primary Prevention Strategy	Number of Unique Participants	Direct Time (Service Hours)	Direct Staff Hours	Indirect Staff Hours
Education	1338	1080	3970	2536
Alternative Activities	360	540	810	72
Problem Identification and Referral	400	800	1200	400
Community Based Process	360	36	72	36

B. Outcome Measures

Contractor shall meet the following outcomes:

Outcome	Data Source
At least 80 percent of participants who complete a seven-week SUD educational workshop will report an increase in understanding of the harmful effects of consuming alcohol while using prescription medication.	Provider administered pre and post surveys completed by participants
At least 80 percent of older adults who have participated in one-on-one educational discussions about substance use will report an increased understanding of the harmful effects of consuming alcohol while using prescription medication.	

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall submit their logic model to the BHCS Program Contract Manager, by September 15 of each year.

Contractor shall input service data into the California Outcomes Measurement System (CalOMS) system and submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable law and regulations, as a condition of funding.

Contractor shall submit an Annual Program Report to the BHCS Program Contract Manager by July 31st of each year which describes Contractor's progress in achieving the Contract Deliverables and Requirements.

Contractor shall complete and submit the Annual BHCS Assessment Regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of the following year.

B. Evaluation Requirements

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

VI. Additional Requirements

A. Site Certification/Licensure Not applicable.

B. Other Requirements Not applicable.

C. Supplemental Terms and Conditions

Contractor agrees to comply with the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A (b)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Senior Support Program of the Tri-Valley (SSPTV)
Contract Period	July 1, 2015 – June 30, 2016
Type of Contract	Master
Contract Number	900045

I. Program Name

For Seniors Only (RU# 811560)

II. Contracted Services

Substance Use Disorder (SUD) Outpatient Treatment

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to help the client improve their health and maintain their independence by eliminating or reducing dependence on alcohol and drugs, and the misuse of prescription medication.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to older adults residing in the Tri-Valley area who experience problems related to their substance use and/or abuse, which is interfering with their ability to maintain an independent and healthy life. The Tri-Valley area includes the cities of Dublin, Livermore, Pleasanton and the surrounding rural areas.

2. Referral Process to Program

Contractor shall accept self-referred clients, clients referred by BHCS or clients referred by another agency.

3. Program Eligibility

Contractor shall only serve clients who are older adults in the Tri-Valley area, age 60 or over, who meet the criteria for a SUD.

Contractor shall serve clients on a sliding fee scale, on a first come first served basis until the program is full. Contractor shall maintain a waiting list of prospective

clients interested in treatment services and admit clients into the program according to their placement on the waiting list.

4. Limitations of Service Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall provide outpatient SUD treatment services in clients' homes using standard assessment tools such as the Michigan Alcohol Screening Test (MAST) and on BHCS Co-occurring Initiative principles. Contractor shall complete an assessment; develop and implement a treatment plan; and enroll clients into, and facilitate their use of, Contractor's individual treatment and case management services. Contractor's counseling staff shall re-evaluate client's progress every 90 days and encourage clients to attend bi-monthly support groups if needed. Contractor's case management staff shall support and engage clients in collaboratively identifying strategies to address problems associated with current substance use, focusing on the individual and stress comprehensive assessment, services planning, and service coordination to address multiple aspects of a client's life. Contractor's case management staff shall serve as a single point of contact for education and referral to available community services. Contractor shall design all services to fit the needs of each client served; to reduce isolation and foster independence; and to decrease clients' vulnerability to substance use.

2. Consumer/Client Flow

Contractor's staff shall provide services as follows:

Milestone Activity	Timing
Episode Opening	Upon client's entry into the program, an episode opening which matches the date of client's entry into the program shall be entered by Contractor's staff in the electronic data collection and claiming system approved by BHCS Information Systems (IS).
Assessment	Initial SUD assessments shall be completed and signed by Contractor's staff within 14 days from the episode opening date in the electronic data collection and claiming system and prior to initial SUD treatment plan development.
Treatment Plan Development*	Initial SUD treatment plans shall be completed and signed by Contractor's staff within 30 days from the episode opening date.

Milestone Activity	Timing
Intervention	Substance Use Disorder (SUD) Outpatient Treatment shall be ongoing between plan development and discharge.
Update of Treatment Plan and Intervention	Plans and interventions shall be updated no later than every 90 calendar days after the date of the most recent treatment plan or when a change in problem identification or focus of treatment occurs.

** Treatment Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for successful discharge from the program and a plan for continued recovery.*

3. Discharge Criteria and Process

Discharge planning shall be the collaborative sessions between Contractor's program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon the conclusion of treatment. To coordinate service utilization and stabilization, Contractor's case management staff shall make and follow-up on referrals for supportive services with other service providers and significant others.

4. Hours of Operation

Contractor shall maintain the following hours of operation:

Monday through Friday 7:30 a.m. to 4 p.m.

Contractor shall provide appointments by arrangement.

5. Service Delivery Sites

Contractor shall provide services at the following location:

- Pleasanton Senior Center, 5353 Sunol Blvd. Pleasanton, 94566; and
- In the client's home.

Contractor shall obtain written approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with BHCS 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 employment and duties to be performed. Contractor shall submit revised job descriptions to BHCS prior to implementing any changes to minimum qualifications or employing or contracting with persons who do not meet the minimum

qualifications on file with BHCS. Contractor shall notify the BHCS Program Contract Manager of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

Contractor shall ensure that counseling staff providing intake, assessment, treatment planning, individual counseling, or group counseling possess an Alcohol and Drug Counselor Certification, or be a registered intern under supervision of a certified counselor, or a licensed mental health professional. Contractor shall comply with California Department of Health Care Services (DHCS) requirements around registered interns.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

Contractor Deliverable		Process Measures				Data Source
Service Type		Units	Sessions	Hrs./ Service	Total Hrs	
<i>Direct Services (Medi-Cal Billable)</i>						An electronic data collection and claiming system approved by BHCS Information Systems (IS)
555	Intake	10		10		
355	Treatment Planning	45		45		
351/354	Group Counseling	184	23	46		
311	Collateral Services	250		166		
356	Discharge Planning	10		10		
371	Crisis Intervention	3		10		
<i>Other Services</i>						
343	Individual Visit	236		236		
571	Case Management	30		60		
441	Check-In Visit	0		0		
451	Family Contact	0		0		
441	Screening/Engagement	0		0		
Total Year-End Service Units		768		583		

Unduplicated Clients	30
Treatment Slots	15
Individual Visits ¹	554
Group Visits	184
Group Sessions	23

¹ For the purposes of this table, individual visits shall include Intake (Assessment, Evaluation/Diagnosis), Treatment Planning, Discharge Planning, Crisis Intervention, Collateral Counseling, Individual Counseling and Case Management.

Contractor shall accept new referrals until they reach the maximum capacity of 25 clients.

B. Outcome Measures Not applicable for current fiscal year.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into an electronic data collection and claiming system approved by BHCS IS, by the third business day of each month, according to the written data entry procedures specified by BHCS IS, and complete any corrections based on the test claim by no later than the 20th of each month.

Contractor shall input data into the Drug and Alcohol Treatment Access Report (DATAR) on a monthly basis, regardless of whether they have a waiting list.

In the event that the program reaches its full capacity, Contractor shall enter the following information in the BHCS IS-approved electronic system in compliance with the State regulations on Interim Services²:

- Open a Wait List episode;
- Record whether the client is an injecting drug user and/or pregnant;
- Record every contact with the client during the waiting period;
- Record the type of interim service referral completed (i.e., outpatient services); and
- Close the Wait List episode upon placement.

Contractor shall maintain record-keeping for all deliverables and standards, and submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable law and regulations, as a condition of funding.

Contractor shall complete and submit the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of the following year.

B. Evaluation Requirements

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

VI. Additional Requirements

A. Site Certification/Licensure

Contractor shall obtain Alcohol and Other Drug (AOD) Program Certification by California Department of Alcohol and Drug Programs/California Department of Health Care Services (DHCS).

B. Other Requirements Not applicable.

C. Supplemental Terms and Conditions

Contractor agrees to comply with the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A-1

ADDITIONAL TERMS AND CONDITIONS

1. **Confidentiality:** Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable health information including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), 42 Code of Federal Regulations (CFR) Part 2, Welfare and Institutions Code and the Substance Abuse and Crime Prevention Act of 2000 regarding confidentiality of patient information, and records, commencing with Section 5328. Contractor shall inform and train its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in those laws.

Contractor shall follow California state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractor, their staff and subcontractors.

Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (BHCS) System of County-operation and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever legally required when information needs to be shared with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing information to those who are outside the BHCS system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

2. **Patients' Rights:** Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6. Patient records must comply with all appropriate state and federal requirements.
3. **Maintenance of Records:** The maintenance, access, disposal and transfer of records shall be in accordance with professional standards and applicable County, State, and Federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000.

Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, appropriateness, and timeliness of the services being rendered under this contract. County policies and procedures in regards to this section may be found in the

Quality Assurance Manual posted online at:
http://www.acbhcs.org/providers/QA/qa_manual.htm.

4. **Enrollment:** All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC County) shall check each client's insurance status upon client's first entry into their program (admission/case opening/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC County, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.
5. **Housing/Living Situation and Co-Occurring Informed Practice:** Contractor shall operationalize at least one activity to promote improved housing/living situation from the list available on the BHCS website, at: <http://www.acbhcs.org/providers/network/docs.htm>. Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available on the BHCS website, at: <http://www.acbhcs.org/providers/network/docs.htm>.
6. **Provider Meetings:** Contractor shall send a representative to scheduled Department Provider meetings and any other special trainings and/or meetings as deemed necessary by the Department throughout the term of this contract year. In addition, all contracted programs providing services for the following special populations – Adolescent, AB109, CalWORKS, Prevention, and Perinatal – and any other populations identified through BHCS are required to send a representative to scheduled meetings throughout the term of this contract.
7. **Prohibitions Regarding Use and Messages Related to Alcohol and Illicit Drugs:** Contractor shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs, and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event which is sponsored by, or on behalf of, Contractor. Contractor agrees that information produced through these funds, and which pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program. Additionally, no aspect of an alcohol or drug related program shall include any message on the responsible use, if the use is unlawful, of alcohol or drugs (Health and Safety Code Section 11999). The Contractor agrees to enforce these requirements by signing this agreement. None of the funds available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 202 of the Controlled Substances Act (21 USC 812). No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
8. **BHCS Tobacco Control, Education and Prevention Guidelines:** Contractor must adhere to the BHCS Tobacco Policy that was approved in 2011 and is available on the BHCS website, at <http://www.acbhcs.org/tobacco/guidelines.htm>.

9. **Materials and Presentations:** Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this contract, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.
10. **Organizational Chart:** Contractor shall have and maintain an organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.
11. **Administrative and Program Standards:** Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines (e.g. Perinatal Services Guidelines, Drinking Under the Influence, Title 22). Contractor shall comply with the Ethical Code of Conduct of all professional organizations that applies to their licensure.
12. **Licenses, Permits and Certificates:** Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.
13. **Credentialing:** Contractor shall be responsible for verifying the credentials and certification or licensing of their staff and employees as contained in BHCS, state and federal requirements. Contractor shall ensure that staff providing services under this Agreement are in good standing with Centers for Medicare and Medicaid Standards (CMS) and not on any list of providers who are excluded from participation in federal health care programs.
14. **Quality Assurance (QA):** Contractor shall comply with the following QA provisions. Contractor shall adhere to State reporting requirements and report any unusual incidents, including accidents, injuries or deaths, to the California Department of Health Care Services (DHCS) as follows: submit a telephone report within one working day of the incident, and submit a written report within seven working days of the incident. Contractor shall also submit reports of client deaths and sentinel events to the BHCS Quality Assurance (QA) Office within 14 days of the knowledge of a beneficiaries' death or sentinel event. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual, available on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Contractors providing treatment services which are eligible for billing to Drug-Medi-Cal shall have completed documentation training and shall provide documentation which complies with all Drug Medi-Cal Services.
15. **Continuity of Services:** Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services.
16. **Program Modification:** Contractor shall secure the prior written approval of the Director of BHCS, or their Designee, in the event contracted services and activities require modification

during the contract year. The request for modification shall be submitted to BHCS in writing.

17. **Data Entry:** BHCS intends to enhance data entry through adoption of an Electronic Health Record System (EHR) approved by BHCS as a front-end system for data entry into the electronic data collection and claiming system approved by BHCS. Contractors providing treatment services shall attend trainings provided by BHCS on the EHR, and shall begin entering data into the EHR within 30 days from BHCS notice.
18. **Compliance with Contract Provisions:** Contractors not in compliance with contract provisions, State or Federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider.
19. **Residential and Transitional Living Programs:** Contractors providing residential services shall maintain a minimum average occupancy of ninety-five percent (95%) over the period of the contract year. Sober Living Environment (SLE) Programs shall maintain a minimum average occupancy of one hundred percent (100%).
20. **Daycare Habilitative Programs:** Contractors providing daycare habilitative services shall maintain a minimum average utilization of ninety percent (90%) over the period of the contract year.
21. **Requirements for Federal Substance Abuse Prevention and Treatment Block Grant Funds**
 - Individuals presenting at a program site must be provided treatment within 14 days after an individual requests treatment. If that requirement cannot be met, "interim services" must be provided within forty-eight (48) hours in the form of counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), risks of needle sharing, risks of HIV and TB transmission, steps to reduce the transmission of HIV and TB, and referral for HIV and TB services if necessary. In addition, interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus and referral, if necessary for prenatal care.
 - All IV drug users (IVDU) must be admitted to treatment within 120 days of seeking services.
 - Treatment preference is as follows: (1) pregnant injecting drug users, (2) pregnant substance abusers, (3) injecting drug users, and (4) all others.
 - Maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.
 - Programs providing IVDU or pregnant women's services are required to do **outreach** activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.

EXHIBIT B: PAYMENT PROVISIONS

TERMS AND CONDITIONS OF PAYMENT ALCOHOL AND OTHER DRUGS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	SENIOR SUPPORT PROGRAM OF THE TRI-VALLEY
Contract Period	July 1, 2015 – June 30, 2016
Contract Maximum	\$355,615

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and BHCS) to this Contract shall abide to the terms of payment contained herein.

I. Budget

BHCS may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by BHCS for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the program budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Agency Composite Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Source of Funding

The following provisions apply to programs within this Contract;

- a. Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life, are not allowable as a direct cost and must be depreciated.
- b. Equipment Purchase: Equipment having a useful life of three or more years and with an acquisition cost over \$5,000 or more per unit must be capitalized. Purchase of items between \$500 and \$5,000 requires prior written approval of the Department. This provision applies to all programs with the exception of Drug Medi-Cal Programs.

Programs funded with Drug Medi-Cal funding or a combination of BHCS Realignment and Drug Medi-Cal funding fall under Federal Medicaid rules and any items purchased with an acquisition cost of \$500 or more must be capitalized and depreciated.

Acquisition cost is the net invoice unit price of an item of equipment, including the costs of any modification, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

- c. Lease or Rent of Equipment or Facilities. Contractor shall not, without written approval of the Department, rent or lease equipment or facilities from a parent

organization or individual who is a "common owner" (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2).

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Contract and Program Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum specified in this Contract. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

2. General and Administrative Costs

Indirect costs reimbursed by BHCS to Contractor shall not exceed twenty-one percent (21%) of a program's direct costs.

a. *Non-Profit Agreement:*

For BHCS to consider the Non-Profit Agreement, Contractor must include a copy of the agreement in a submittal to BHCS Fiscal Contract Manager.

Use of the Non-Profit Agreement is subject to BHCS' approval.

3. Indirect Cost Rate

Indirect costs reimbursed by BHCS to Contractor shall not exceed twenty-one percent (21%) of the total direct service program costs, unless otherwise approved by BHCS. Indirect costs reimbursed by BHCS to Contractor shall not exceed the lowest corresponding percentage of general and administrative costs reimbursed by any other funding sources or entities.

a. *Indirect Cost Rate Proposal:*

If indirect costs are reflected in Exhibit B-1: Funded Program Budget, or requested by BHCS, Contractor must prepare and submit either an Indirect Cost Rate Proposal, as described below.

For BHCS to consider the Indirect Cost Rate Proposal, Contractor must include all of the following in a submittal to BHCS Fiscal Contract Manager:

- i. Exhibit B-1: Funded Program Budget with proposed general and administrative costs included in the indirect costs; and
- ii. A worksheet with each of the Contractor's proposed operating costs and the allocation of general and administrative indirect costs to each direct service program.

Use of the Indirect Cost Rate Proposal and/ Non-Profit Agreement is subject to BHCS' approval.

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from BHCS Fiscal Contract Manager of any variance of ten percent (10%) or greater between actual costs and approved budget costs for Personnel and/or Operating Expenses.

2. Exhibit B-1 Line Item Revisions

To request line item revisions within a program, Contractor shall submit a revised Exhibit B-1: Funded Program Budget to the BHCS Fiscal Contract Manager with detailed written justifications for any variances of \$3,000 or more in any line-items, including the Explanation/Justification forms in Exhibit B-1.

Revisions to Exhibit B-1: Funded Program Budget in excess of \$3,000 in any one line-item are subject to BHCS' approval.

See Section IV.A.2.a. for details about the final budget revision.

3. Movement of Funds Between Programs/Reporting Units (RUs)

Contractor may request movement of funds between programs/RUs prior to March 1st of the fiscal year if Contractor submits written justification to BHCS Fiscal Contract Manager, including the following:

- i. The names of impacted programs/RUs;
- ii. The amounts to be moved; and
- iii. Justification of why funds are needed in one program/RU more than the other.

Movement of funds between programs/RUs is subject to BHCS' approval.

3. Cost of Living Adjustment (COLA)

COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1, of the current contract year.

4. Available Resources

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact BHCS' dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, BHCS shall notify Contractor at least thirty (30) days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between BHCS and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

In the event that any program's net reimbursable cost is less than the program maximum funding, BHCS may apply funds to another program whose net costs exceed the program's maximum funding.

Cost Reports for each program shall be settled through one of the following methods, depending on Contractor's reimbursement method as stated on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet).

1. Actual Cost Reimbursement Method

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payers.

2. Provisional Rate Reimbursement Method

Final reimbursement shall be made on an actual allowable cost per unit (CPU) of service, less any applicable revenues collected from all other payers.

a. *Provisional Rate Programs Funded Entirely by Drug Medi-Cal:*

BHCS will base final reimbursement on actual allowable CPU of service. BHCS will reimburse Contractor for services described herein on the basis of the lesser of the Contractor's actual reimbursable cost for providing such services less applicable revenues collected from all other payers, or Contractor's usual and customary charges during the contract period. The terms outlined in these provisions under revenue enhancement regarding a Medi-cal client with other health coverage (OHC) apply to programs funded entirely by Drug-Medical or other funding (see exceptions for Narcotic Treatment Programs).

Contractor's final reimbursement is subject to the maximum allowable CPU of service limitations established and subject to revision by the State of California. Should the State CPU of service maximum be revised, Contractor's actual costs are subject to the applicable CPU maximum.

Should Contractor's actual CPU of service exceed the State's maximum applicable CPU of service, Contractor's reimbursable cost will be reduced to the limits mandated by the State.

b. *Provisional Rate Programs Funded by Drug Medi-Cal and/or BHCS Realignment Funds:*

Unless otherwise approved by BHCS, BHCS will base Contractor's final reimbursement on actual CPU up to the maximum rate reflected in Exhibit B-5: Rate Caps and Revenue Requirements.

In the event that both sources of funding are included in Exhibit B-4: Source of Funding, and if Contractor is eligible for reimbursement of Drug Medi-Cal Funds in excess of the Drug Medi-Cal rate, BHCS shall reimburse Contractor

for such excess by reducing available BHCS Realignment funds in an equal amount.

3. Fee for Service Method

Final reimbursement shall be determined by multiplying the fee-for-service rate(s), specified in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet), by the actual units of service provided, subject to the maximum program funding amount.

Any share of cost collected from a Drug Medi-Cal beneficiary or other payer source shall also be deducted from the net reimbursable cost.

Any fee-for-service rate may be subject to renegotiation after BHCS' review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

a. *Fee for Service Programs Funded Entirely by Drug Medi-Cal*

Unless otherwise approved by BHCS or with the exception of Narcotic Treatment Programs (Methadone Maintenance Programs), BHCS will base final reimbursement on actual allowable CPU of service. Services provided by Contractor, as specified in this Contract, shall be reimbursed by BHCS on the basis of the lesser of the Contractor's actual reimbursable cost for providing such services less applicable revenues collected from all other payers, or Contractor's usual and customary charges during the contract period.

b. *Fee-for-Service Savings:*

In the event that Contractor's actual cost of providing services is less than the net reimbursable cost, Contractor may submit a written plan for the use of savings for alcohol and/or drug programs, which are allowable under County, State and Federal regulations to BHCS Fiscal Contract Manager including the following how savings will be spent. Use of savings is subject to BHCS' approval.

Narcotic Treatment Programs (Methadone Maintenance Programs) funded entirely by Drug Medi-Cal are not required to submit a written plan.

4. Federal Financial Participation (FFP)

For Contractors with FFP, in order for Contractor to be reimbursed up to the program maximum amount, Contractor must earn a minimum of Drug Medi-Cal FFP as shown in Exhibit B-5: Rate Caps and Revenue Requirements. If year-end FFP revenue is less than the amount shown in Exhibit B-5 Rate Caps and Revenue Requirements, the revenue shortfall will be deducted from the Program Maximum Amount.

BHCS will apply any excess FFP earned in Contractor's program to another program within this Contract whose FFP is below the required amount.

BHCS may waive this provision in the event that the cost for each unit of service is less than maximum rate of reimbursement specified.

5. Cost Settlement

Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all Federal, State, and County audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by BHCS. Should County, State, Federal; or any other funding agency refuse to reimburse BHCS or disallow previous payments, Contractor agrees to refund excess to BHCS within 120 days of notification, unless otherwise approved by BHCS. BHCS may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

BHCS may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If BHCS determines that Contractor is not in compliance with any provisions of this Contract, BHCS will provide Contractor with a written notice of non-compliance and may withhold payment if the identified issue is not remedied within the timeline specified in the notice of non-compliance. Non-compliance includes failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as but not limited to Quarterly Financials; Year-End Cost Reports; cost data; audits; or other information required for contract administration, monitoring and/or renewal.

BHCS may, after three months of withholding funds for non-compliance impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until BHCS deems Contractor in compliance with the Contract.

2. Disallowances

BHCS may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Drug Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by BHCS.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, BHCS may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by BHCS.

E. Definitions

1. Service Definitions

• Nonresidential Programs:

○ CalWORKS Program:

- Engagement Fee: Reimbursement for signed CalWORKs Release of Information submitted to Alameda County Social Services Agency for a CalWORKs client.
- Initial Reporting Fee: Reimbursement for preparation and submission of an Initial Assessment Report to Alameda County Social Services Agency for a CalWORKs client.
- Follow-up Reporting Fee: Reimbursement for preparation and submission of monthly progress and attendance reports to Alameda County Social Services Agency for a CalWORKs client.

○ Day Care Habilitative (DCH) Day: A visit in which a client actively participates for a minimum number of hours a day and is scheduled a minimum number of days a week. Each day of attendance is a unit of service. Requirements are as follows:

- All Others: Minimum three hours per day, scheduled three days a week.

○ Outpatient and All Other Modalities (Including, but not limited to, HIV Early Intervention, Perinatal Outreach, Perinatal Case Management):

- Unit of Service: For modalities identified above, except for outpatient programs with combined Drug Medi-Cal and BHCS Realignment funding, the unit of service is an available staff hour, which refers to all hours staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.
- Available Staff Hours: The available staff hours shown in Section II of this exhibit reflect ninety percent (90%) of 1,779 available hours per FTE reflected in the program budgets contained in this exhibit. Major Budget Expenditure Categories: Personnel costs, such as salaries and benefits; services and supplies and fixed assets.

○ Outpatient Drug Medi-Cal Funded Programs:

- Individual Visit: A face-to-face contact between a client or significant person in the life of the identified client and a counselor/therapist. Individual counseling is limited to intake, assessment, treatment planning, which may include collateral services, discharge planning and crisis intervention.
- Group Session: A face-to-face contact in which one or more counselors/therapists treat a minimum of four and a maximum of ten clients at the same time.

- Group Visit: Each individual in a single group session is counted as one visit.
- *Outpatient Realignment or Realignment/Medi-Cal Funded Programs:*
 - Individual Visit: A face-to-face contact between a client or significant person in the life of the identified client and a counselor/therapist.
 - Group Session: A face-to-face contact in which one or more counselors/therapists treat at least two or more clients at the same time.
 - Group Visit: Each individual in a single group session is counted as one visit.
- *Primary Prevention Programs:*
 - Direct Time (Service Hours): The face-to-face time spent on an activity.
 - Staff Hours: The time staff spends on direct service.
 - Indirect Staff Hour: The time spent preparing for the activity and travel to and from the activity site.
- *Residential and Transitional Living Programs:*
 - Residential Bed Day: A calendar day (12:01 a.m. to midnight) in which a client participates and resides in a program. 1
 - Transitional Living Bed Day: A calendar day (12:01 a.m. to midnight) in which a client resides in an alcohol and drug free living environment.
 - If a client participates in a program for more than one Resident Day, the following shall also apply: The calendar day of admission shall constitute a Resident Day, regardless of the time of admission. The calendar day of discharge shall not constitute a Resident Day.
 - Residential Detoxification Bed Day: When a client occupies a bed for more than three hours.
 - If a client is admitted to a residential program more than once during any calendar day only one Residential Bed Day or Residential Detoxification Bed Day shall be counted.

2. General Definitions

- Actual Net Cost: The total cost to Contractor for negotiated contracted services.
- All Other Payers: Applicable and appropriate payers other than BHCS.
- Available Capacity: The total number of units of service that Contractor makes available in the current fiscal year.
- Available Staff Hour: All available staff work, exclusive of time off, such as vacation, sick leave and lunch.
- BHCS: (Alameda County) Behavioral Health Care Services
- Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life, are not allowable as a direct cost and must be depreciated.
- Client: Individuals who receive services specified in this Contract (i.e. patients, consumers, partners, beneficiary etc.).
- Drug Medi-Cal Funding: State General Funds that are used to match Drug Medi-Cal, and Federal Medi-Cal.
- Drug Medi-Cal Program: State of California system wherein eligible beneficiaries receive covered services from Drug Medi-Cal certified substance

abuse treatment providers who are reimbursed for the services with State General Fund and Federal Medicaid funds.

- Federal Financial Participation (FFP): FFP provides federal Title XIX/Medi-Cal reimbursement for approved State programs providing specific activities that meet the following two objectives:
 - Assisting Medi-Cal eligible individuals to enroll in the Medi-Cal/Family PACT Program.
 - Assisting individuals on Medi-Cal to access Medi-Cal or Family PACT providers and services.
- Indirect Cost: The non-direct service cost of providing services.
- Interim Cost Settlement: The Cost Settlement amount before and during any Federal, State, County or other funding source's audited review and appeals period.
- Programs: Each contracted program is represented in columns in Exhibit B-1: Funded Program Budget.
- Major Budget Expenditure Categories: Personnel costs, such as salaries and benefits; services and supplies, and fixed assets.
- Slot: The capacity to provide treatment services to an individual. Total slots reflect the minimum number of individuals a Contractor can serve at any given time, given its complement staffing and other resources.
- Utilization: The total actual units of service provided.

II. Invoicing Procedures

Contractor shall comply with the following invoicing procedures:

A. Monthly Invoices /Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using the BHCS provided template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Contractor shall submit invoices/reimbursement claims by the tenth calendar day of the month after the service month.

Contractor shall submit two original invoices/reimbursement claims with appropriate attachments to BHCS Fiscal Contract Manager. The following requirements apply to such monthly invoices and reimbursement claims:

1. Invoice/Claim Attachments

- a. *For programs with a Reporting Unit (RU):* Contractor shall attach the corresponding PSP (Poolman, Shih and Platten) 131 report to the monthly invoice/claim. Contractor shall input required data into the system (currently InSYST) the Friday before the second Saturday following the month of service to be eligible for invoice payment.
 - i. For California Work Opportunity and Responsibility to Kids (CalWORKs) programs:
 1. Contractor must submit a signed CalWORKs Release of Information to Social Services Agency to receive reimbursement for the Engagement Fee.

2. Contractor must prepare and submit a monthly progress report to Social Services Agency to receive reimbursement for the Follow-Up Reporting Fee.
3. Contractor must prepare and submit the Initial Assessment Report to Social Services Agency to receive reimbursement for the Initial Reporting Fee.
- b. *For prevention programs that input data into the California Outcomes Measurement System (CalOMS):* Contractor shall attached the corresponding CalOMS Staff Hour Summary Report with Contractor's monthly invoice.

2. Monthly Reimbursement (Does not apply to programs funded exclusively by Drug Medi-Cal)

Monthly reimbursement shall not exceed the monthly prorata of the annual contract maximum amount reflected in the Master Contract Exhibit A and B Coversheet unless the following conditions are met.

Contractor must submit a written request to exceed the prorata to the BHCS Fiscal Contract Manager showing that the Contractor's prior month's payments were less than the monthly prorata and that savings are being applied to documented costs in excess of the prorata. Authorization to exceed the monthly prorata is subject to BHCS' approval.

3. Payments Made on a Provisional Rate

- a. Should Contractor's provisional payments be in excess of actual net costs reported at the close of each Quarterly or Year-End Cost Report period, BHCS, may at its sole discretion, withhold any excess payment from Contractor's subsequent invoice.
- b. Should Contractor's provisional payments be less than ninety-five percent of the actual net costs reported, Contractor may request from BHCS Fiscal Contract Manager to augment the provisional payments up to the actual net costs.

Authorization to exceed the monthly prorata is subject to BHCS' approval.

B. Cash Advance

Contractor may be eligible to receive a one-time cash advance. To request a cash advance, Contractor shall follow Alameda County's Cash Advance Policy located on BHCS' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

Upon BHCS' approval of a cash advance, Contractor may request to repay in one of the following ways:

1. Over the course of this Contract term for a number of months approved by BHCS;
or
2. With the final invoice for funds against this Contract, with any adjustments necessary to ensure the provision of services during the last month(s) of this Contract and complete recoupment by BHCS.

Repayment method is subject to BHCS approval. BHCS may make repayment adjustments or demand full repayment at any time after BHCS review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of invoices until repayment is satisfied.

C. Reimbursement of Invoices After End of Contract Terms

With the exception of contracted CalWORKs programs, Contractor shall submit all invoices for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All invoices submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

CalWORKs program Contractors shall submit all claims for reimbursement under this Contract within fifteen days following the end of the term of this Contract. All CalWORKs invoices submitted after fifteen calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

III. Funding and Reporting Requirements

Contractor shall comply with the following funding and reporting requirements:

A. Financial Reports

1. Quarterly Financial Reports

Contractor shall provide BHCS with three detailed Quarterly Financial Reports, expenditure and revenue reports of actual costs and revenues applicable to each program reflected in Exhibit B-1: Funded Program Budget. Narcotic Treatment Program (Methadone Maintenance) programs are exempt from Quarterly Reports. Contractor shall submit Quarterly Financial Reports in the template provided by BHCS to BHCS Fiscal Contract Manager on the following schedule:

Report	Term	Due Date
1 st Quarterly Financial Report	July 1-September 30	October 31
2 nd Quarterly Financial Report	July 1-December 31	January 31
3 rd Quarterly Financial Report	July 1-March 31	April 30

2. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format issued by BHCS. Contractor shall submit a separate Year-End Cost Report for each program contained in this Contract.

a. *Final Budget Revision:*

Contractor shall submit the Year-End Cost Report as a final budget revision, which shall comply with all applicable provisions indicated in this Contract.

b. *Excess Fees:* In the event Contractor has participant-generated fees (e.g. public benefits and/or other payer sources) which are unexpended as of June 30, Contractor may identify these fees as "Excess Fees" in the Year-End Cost Report's revenue section. Contractor shall include any "Excess Fees" as revenue in the Exhibit B-1: Funded Program Budget for the following year. Contractor shall expend these funds first.

c. *Measure A Funding:* All Measure A funding shown in Exhibit B-4: Source of Funding shall be considered the last payer source within each program in cost settlement, excluding unearned FFP. Should Contractor's total net reimbursement be less than the Contract Maximum, Measure A funding shall be designated as the savings, which Contractor may not retain.

Measure A funding shall not be used in programs that are funded entirely by the following:

- Medi-Cal
- HIV Early Intervention
- CalWORKs
- State or Federal grants

Notwithstanding all other provisions of this Contract to the contrary, Measure A funds may be used for capital expenditures and/or any costs not allowed under Medi-Cal and/or State and Federal guidelines. Contractor must budget separately for these funds from other program budgets. All such expenditures require prior authorization and approval from BHCS.

d. *Indirect Cost Rate Plan:* Contractor shall submit a final Indirect Cost Rate Plan with the Year-End Cost Report, which shall include all of the following:

- i. Line-item detail showing actual general and administrative costs included in the indirect cost pool; and
- ii. A worksheet containing each of the Contractor's final direct service operating costs and the allocation of the administrative/indirect costs to each direct service program.

IV. Additional Terms and Conditions of Payment

A. Revenue Enhancement

BHCS intends to establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to Federal, State and local insurance revenue maintenance or enhancement within 30 days from BHCS notice. BHCS shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or for share of cost Drug Medi-Cal to client responsible for payment of services. Charges must be billed in the amount of the Contractor's published charge rate (usual and customary charges) or negotiated insurance rate. This applies only for services covered by such third party payers and/or Share of Cost Drug Medi-Cal.

1. Fees

Any treatment program funded under this Contract shall assess fees to participants in the program in accordance with Section 11841 et seq. (alcohol) and Section 11991.5 et seq. (drug) of the Health and Safety Code.

Any and all applicable other payer (e.g. third party medical, hospital, other insurance coverage, any other benefit program, etc.) available to program clients shall be utilized to offset any reimbursable services thereunder.

2. Programs Funded Entirely by Drug Medi-Cal

Contractor must bill in the amount of the Contractor's published charge rate (usual and customary charge) or negotiated insurance rate. Billings to and collections from clients shall be in accordance with the BHCS policy for Realignment funds or Drug Medi-Cal contract procedures prescribed by the State of California.

Contractor shall maintain, implement and utilize procedures to collect charges from clients for services provided under this Contract. Contractor shall report all revenue collected from third-party payers and/or from clients to BHCS in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and, any subsequent letters or instructions from BHCS.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients. BHCS will provide test claim reports for all claims prior to submission to the

State of California. Should BHCS receive notification of claims denied by State for any Drug Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

Any contractor claim out of compliance with these regulations will result in non-payment of claim/s prior to or during the cost report settlement process.

B. Contract or Program Termination

In the event of termination of this Contract or a program within this Contract;

- a. If initiated by Contractor, Contractor shall provide written notice to BHCS Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b. If initiated by BHCS, BHCS Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program.
- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to BHCS upon written request from BHCS.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to BHCS Fiscal Contract Manager.
- d. Surrender all fiscal records to BHCS, if requested by BHCS.

For a Contract termination, Contractor must complete a Cost Report within thirty (30) calendar days of receipt of Cost Report template from BHCS.

BHCS may reimburse Contractor for reasonable and necessary costs or expenses incurred after BHCS' receipt of Contractor's notice of termination, within the contract maximum.

C. 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 the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

Contractor Name: Senior Support Program

Contract Period: 7/1/15-6/30/16

Prepared By: Marlene Petersen

Telephone No: 925-846-4552

Date Prepared: August 8, 2015

Program Name >>>	Outpatient	Primary Prevention				
1 PERSONNEL EXPENSES	48,939	279,012				
2 OTHER THAN PERSONNEL EXPENSES						
3 Household Supplies						
4 Food	300	2,699				
5 Office Expense		2,000				
6 Recreational Supplies*		4,000				
7 Medical, Dental, Pharm. Supplies*						
8 Maintenance						
9 Structure						
10 Equipment						
11 Vehicles						
12 Utilities	200	1,800				
13 Communications						
14 Membership Dues						
15 Transportation	355	3,560				
16 Travel*						
17 Training*						
18 Professional & Spec. Services*	200	5,000				
19 Insurance	200	550				
20 Taxes & Licenses(SUD certification)	6,800					
21 Interest*						
22 Rents & Leases						
23 Structure						
24 Equipment						
25 Motor Vehicles						
26 Depreciation						
27 Structure						
28 Equipment						
29 Motor Vehicles						
30 Measure A Capital Costs*						
31 Miscellaneous*						
32 Indirect Costs						
33 Total - Other Than Personnel Expenses	8,055	19,609	-	-	-	-
34 GROSS COST	56,994	298,621	-	-	-	-
35 REVENUE						
36 Participant Fees						
37 General Assistance						
38 Food Stamps						
39 Insurance & Medicare						
40 Contracts & Grants						
41 Prior Year Excess Fees						
42 Other (Specify)						
43 Other (Specify)						
44 Fund Raising						
45 TOTAL REVENUE	-	-	-	-	-	-
46 NET COST	56,994	298,621	-	-	-	-

EXHIBIT B-2 AGENCY COMPOSITE BUDGET

REVENUE / EXPENSE SUMMARY

CONTRACTOR: **Senior Support Program**

PERIOD: 7/1/15-6/30/16

SOURCE OF FUNDS		APPROPRIATION REQUIREMENTS		
REVENUE CATEGORIES	TOTAL	SALARIES & BENEFITS	SERVICES & SUPPLIES	FIXED ASSETS
COUNTY ALLOCATED FUNDS				
A. ALCOHOL AND DRUG	355,615	327,951	27,664	
B. MENTAL HEALTH	-			
C. PUBLIC HEALTH	28,000	27,000	1,000	
D. OTHER	-			
County and Measure A and BB	155,321	145,294	10,027	
	-			
	-			
COUNTY ALLOCATED FUNDS TOTAL	538,936	500,245	38,691	-
OTHER SOURCE OF FUNDS				
A. FEDERAL	267,715	252,805	14,910	
B. STATE				
C. CITY	88,000	87,375	625	
D. PARTICIPANT RELATED REVENUE	20,000		20,000	
E. PRIVATE	34,087		34,087	
F. MISCELLANEOUS / OTHER	-			
OTHER SOURCE OF FUNDS TOTAL	409,802	340,180	69,622	-
GRAND TOTAL	948,738	840,425	108,313	-

**EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT
NEGOTIATED UNITS OF SERVICE
FY 15/16**

Contractor: Senior Support Program of the Tri-Valley

Program/Service	Maximum Funding	Reimbursement Method	Units of Service	Rate
Primary Prevention - Alcohol/Drug	\$ 298,621	Actual Cost		
Service Hours			2,456	
Direct Staff Hours			6,052	
Indirect Staff Hours			3,044	
Outpatient Alcohol/Drug	\$ 56,994	Actual Cost		
Individual Visit			554	
Group Visits			184	
Group Sessions			23	
Available Staff Hours			2,017	

CONTRACT MAXIMUM:	\$ 355,615
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1. For perinatal programs, the adult rate of reimbursement includes the cost of both mother and child(ren).
2. Any fee-for-service rate reflected above may be subject to renegotiation after Department's review of Contractor's prior year cost report.
3. The funding level reflected on the Master Contract Exhibit A and B Coversheet reflects funding for the entire contracting agency. Each program above is capped at the Maximum Funding shown above and must be accounted for separately, with its own cost center and audit trail.

EXHIBIT B-4 FY 15/16 SOURCES OF FUNDING - SUD

Contractor: Senior Support Program of The Tri-Valley			
Program:	Outpatient	Primary Prevention	TOTAL
<u>LOCAL REV. FUND - COMM. CORRECTIONS</u>			
A.B. 109 Funds			-
<u>LOCAL REV. FUND - BEHAVIORAL HEALTH</u>			
Drug Court			-
Drug Medi-Cal Match - Non Perinatal and Perinatal			-
Non Drug MC Substance Abuse Treatment Services	3,493		3,493
Women & Children's Residential Treatment Services			-
TOTAL STATE FUNDS	3,493	-	3,493
<u>FEDERAL FUNDS</u>			
<u>SAPT BLOCK GRANTS - Fed Cat #93.959</u>			
Adolescent / Youth Treatment Program			-
Discretionary	36,628		36,628
Friday Night Live / Club Live			-
HIV Set Aside			-
Perinatal Set Aside			-
Prevention Set Aside		250,658	250,658
<u>FEDERAL FIN. PART. - Fed Cat #93.778</u>			
FFP- Drug Medi-Cal			-
FFP- Perinatal Drug Medi-Cal			-
<u>CFDA - Fed Cat #93.243</u>			
Strategic Prevention Framework State Incentive Grant			-
<u>SDFSC - Fed Cat #84.186</u>			
Community Based Prevention			-
TOTAL FEDERAL FUNDS	36,628	250,658	287,286
<u>COUNTY FUNDS</u>			
County Discretionary	14,755		14,755
TOTAL COUNTY FUNDS	14,755	-	14,755
<u>OTHER FUNDS</u>			
Alcohol Education - P.C. 1463.25		17,245	17,245
CalWORKS			-
Drug Education - H&S 11372.7			-
DUI - A.B. 1916			-
Measure A	2,118	30,718	32,836
State Realignment Funds - VLF / Sales Tax			-
Statham - P.C. 1463.16			-
Other			-
TOTAL OTHER FUNDS	2,118	47,963	50,081
<u>TOTAL</u>	56,994	298,621	355,615

- Contractor shall comply with all applicable federal, state, and local regulations governing each funding
- In order to provide for the maximum utilization of all funds available, it may be necessary to amend the funding information reflected above. If this occurs, Contractor shall be notified in writing by the department in a revised Sources of Funding. The final Sources of Funding will be reflected in the Cost Report submitted to the State Department of Alcohol and Drug Programs.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected 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 minimum A.M. Best Rating of A- or better, 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. 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 maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: Alameda County - BHCS, Network Office Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2014

PRODUCER
Bay Valley Insurance Brokerage
4305 Hacienda Drive Ste 410
Pleasanton, CA 94588
(925) 737-0714

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
Senior Support Program of Tri-Valley
5353 Sunol Blvd
Pleasanton, CA 94566
925-931-5378

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A. Arth Insurance Company

INSURER B. State Fund

INSURER C. Great American

INSURER D.

INSURER E.

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NCPKG0087406	09/07/14	09/07/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	NCPKG0087406	09/07/14	09/07/15	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				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	1747945-08	06/30/14	06/30/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER D & O	EPP4564977	07/12/14	07/12/15	Aggregate: \$1,000,000
A		Prof. Liability	NCPKG0087406	09/07/14	09/07/15	Aggregate: \$2,000,000

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all county officers, agents, employees and representatives are named as additional insurance.

CERTIFICATE HOLDER

Alameda County - BHCS Network Office
Attn: Insurance Coordinator
1900 Embarcadero, Suite 205
Oakland, CA 94606

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



SENIO-1

OP ID: JS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2015

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

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

PRODUCER Nixon Insurance Agency aff. of Atlantic-Pacific Ins. 396 Civic Drive, #A Pleasant Hill, CA 94523 Chris Nixon, CIC, CPCU		CONTACT NAME: Nancy Scrimshire, CIC, CPIW PHONE (A/C, No, Ext): 925-521-1601 FAX (A/C, No): 925-521-1608 E-MAIL ADDRESS: nscrimshire@nixoninsuranceagency.com		
INSURED Senior Support System of Tri-Valley 1479 Chaparral Way Livermore, CA 94551		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: State Compensation Ins Fund		35076
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$
	<input type="checkbox"/>						GENERAL AGGREGATE \$
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/>	<input type="checkbox"/>					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Verification of coverage

CERTIFICATE HOLDER**CANCELLATION**

ACBNO-1 Alameda County-BHCS Network Office Attn Insurance Coordinator 1900 Embarcadero Suite 205 Oakland, CA 94606	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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IMPORTANT

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

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

DISCLAIMER

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

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):

THE COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL
MEMBERS THEREOF, & ALL COUNTY OFFICERS, AGENTS, EMPLOYEES &
REPRESENTATTIVES

Alameda County – BHCS Network Office

Attn: Insurance Coordinator

1900 Embarcadero, Suite 205

Oakland, CA 94606

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

AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT 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 SENIOR SUPPORT PROGRAM 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: SENIOR SUPPORT PROGRAM OF THE TRI-VALLEY

By (Signature): 

Print Name: Marlene Petersen

Title: Executive Director

EXHIBIT F

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, the 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 or attach an additional page.

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 contracting process.

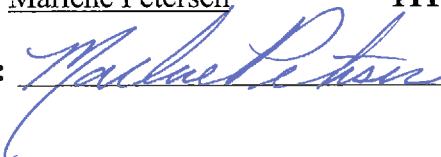
By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45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

CONTRACTOR: SENIOR SUPPORT PROGRAM OF THE TRI-VALLEY

PRINCIPAL: Marlene Petersen

TITLE: Executive Director

SIGNATURE:



DATE: 11-9-2015