



September 2, 2022

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

**SUBJECT: APPROVE THE TIME-ONLY EXTENSION FIRST AMENDMENT TO THE CAPITAL AWARD AGREEMENT WITH BERKELEY COMMUNITY HEALTH PROJECT DBA BERKELEY FREE CLINIC (BFC) UTILIZING MEASURE A FUNDS FROM SUPERVISORIAL DISTRICT 5**

Dear Board Members:

**RECOMMENDATIONS**

- A. Approve the First Amendment to the Capital Award Agreement (Procurement Contract No. 22716) with Berkeley Community Health Project dba Berkeley Free Clinic (BFC) (Principal: Angel Tremble; Location: Berkeley) to renovate their new clinic at 830 University Avenue to provide health services to houseless people, injection drug users, and other residents of Alameda County, and extending the contract term of 1/1/22 – 12/31/22 by 6 months to 6/30/2023 with no change in contract amount of \$110,000, utilizing Measure A discretionary health care services funds from Supervisorial District 5.

**SUMMARY/DISCUSSION**

On January 15, 2019, your Board approved a three-year base allocation totaling \$38,004,832 in Measure A funds each year beginning in Fiscal Year (FY) 2019-20 and ending in FY 2021-22 to provide essential health care services to Alameda County residents (Item 9.1). Also included in the three-year base allocation was \$150,000 in Measure A funds per Supervisory District each fiscal year, which is referred to as the Measure A health care services discretionary funds, to address a myriad of critical health care needs that require immediate attention. Each Board office selects providers to receive the discretionary funds and works with Health Care Services Agency (HCSA) to ensure that all selected programs comply with the Measure A ordinance and are approved by the full Board.

On December 7, 2021, your Board approved a Capital Award Agreement with Berkeley Free Clinic (BFC) in the amount of \$110,000 utilizing Measure A discretionary health care services funds from Supervisorial District 5 to support the purchase and retrofitting of a new van designated to provide increased access to essential health care services for low-income and underserved residents, including houseless people; lesbian, gay, bisexual, queer, and intersex individuals; people of color, and injection drug user patient populations, in Alameda County (Item No. 8). Subsequently, BFC was able to refurbish an existing van using funds from an auto insurance claim settlement due to vandalism to the vehicle. Therefore, BFC has requested the reallocation of Measure A funds to support the renovation of their new Berkeley office located at 830 University Avenue through the purchase of medical office furniture, and medical and office equipment. The new office, which is located in a seismically-sound building, will

allow BFC to continue offering free drop-in services that include, but are not limited to, the treatment and support for individuals with Sexually Transmitted Infections (STI), Human Immunodeficiency Virus (HIV), and Tuberculosis Skin (TB).

Founded in 1969, BFC is a volunteer collective with lay volunteers that provide free dental and medical care, peer counseling, and community referral services. BFC suffered major volunteer attrition during the pandemic and is now focusing on maintaining its core in-person services for its clients. Nevertheless, BFC's services will remain the same, which include dental care, STI screening and testing, HIV testing and linkage, hepatitis, and TB testing, UTI testing and treatment, social assistance enrollment, peer counseling, and community referrals via our help desk and hotline. Furthermore, BFC expects an increase in capacity due to increasing exam rooms for both medical and dental programs, newer and more efficient equipment, and serving within an area more in need of our zero-cost services. In addition, they will share the location with LifeLong Trust Center, which specializes in unhoused services. Their partnership will provide their clients with more wraparound services and availability.

HCSA requests that your Board approve the contract amendment and no-cost time extension to the Capital Award Agreement. Approval of the time extension and contract amendment would support the purchase of equipment, furniture, and materials needed for their office renovation.

#### **SELECTION CRITERIA AND PROCESS**

*Berkeley Community Health Project dba Berkeley Free Clinic (BFC) was identified by Supervisorial District 5 to receive an allocation of the Board of Supervisors' Measure A discretionary health care services funds. HCSA works directly with the office of Supervisorial District 5 to ensure that all selected programs comply with the Measure A Ordinance and are approved by the full Board of Supervisors.*

*BFC is a non-profit, community-based organization providing direct services to residents and is exempt from the requirements of the Alameda County Small, Local and Emerging Business (SLEB) Program.*


#### **FINANCING**

This is a recommendation for a contract extension and a revision to the scope of services from the purchase of a mobile health clinic van to the purchase of equipment, furniture, and materials needed for the renovation of their new health care location. Therefore, there is no change to the existing not-to-exceed amount as a result of this time extension and scope of services revision. Approval of these recommendations will have no impact on net County costs.

**VISION 2026 GOAL**

Providing essential medical, mental health, and public health to low-income and indigent residents of Alameda County to meet the 10X goal pathways of **Healthcare for All** and **Eliminating Poverty & Hunger** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:  
  
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Colleen Chawla, Director  
Health Care Services Agency

**COUNTY OF ALAMEDA  
FIRST AMENDMENT CAPITAL AWARD AGREEMENT**

This First Amendment to Capital Award Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Berkeley Community Health Project DBA Berkeley Free Clinic (BFC), hereinafter referred to as the (“Contractor”), with respect to the Capital Award Agreement, dated January 1, 2022, (hereinafter “Agreement”), including any and all prior amendments to the Procurement Contract.

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

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment to Procurement Contract will be considered to be effective as of the date this First Amendment is executed by the County.
2. Contractor shall perform the augmented services specified in Exhibit A-1.
  - a. The attached Exhibit A-1, Augmented Definition of Services, is incorporated into the Procurement Contract by this reference. Exhibit A-1 shall replace Exhibit A of the original Agreement in its entirety.
  - b. The attached Exhibit B-1, Augmented Terms of Payment, is incorporated into the Procurement Contract by this reference. Exhibit B-1 shall replace Exhibit B of the original Agreement in its entirety.
3. The term of the Agreement is currently scheduled to expire on December 31, 2022. As of the Effective Date, the term of the Agreement is extended through June 30, 2023. This extension will not change the existing not-to-exceed amount of one hundred ten thousand dollars. (\$110,000)
4. Exhibits C-1, D-1, E-1 and F-1 are attached to this First Amendment and incorporated and made part of the Agreement by this reference.
5. **DEBARMENT AND SUSPENSION CERTIFICATION:**
  - a. By signing this First Amendment and Exhibit D-1, Debarment and Suspension Certification, Contractor agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.
  - b. By signing this First Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- ii. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

6. Except as expressly modified by this First Amendment, all of the terms and conditions of the Procurement Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

BERKELEY COMMUNITY HEALTH  
PROJECT DBA BERKELEY FREE  
CLINIC (BFC)

By  Date 9/20/22  
Signature

By  Date 9/5/2022  
Signature

Name Keith Carson

Name Angel Tremble

Title President, Board of Supervisors

Title Board of Directors

**APPROVED AS TO FORM  
Donna Ziegler, County Counsel**

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

By  Date 9/2/2022  
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

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

<b>Contracting Department</b>	Health Care Services Agency, Office of the Agency Director
<b>Contractor/Recipient Name</b>	Berkeley Free Clinic (BFC)
<b>First Amendment Period</b>	July 1, 2022 to June 30, 2023
<b>Description</b>	Purchase equipment and materials needed for the relocation and renovation of the new Clinic space on 830 University Ave, Berkeley. STI screening and treatment, HIV, TB, and Hepatitis screening and counseling, peer counseling, dental, social assistance enrollment, resource navigation and referrals, community outreach, UTI testing and treatment.
<b>Type of Services</b>	
<b>Contract Amount</b>	\$110,000
<b>Procurement Contract No.</b>	22716

**I. Program Name**

Berkeley Free Clinic Office Relocation and Renovation

**II. Contracted Services**

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

Contractor shall provide Alameda County Health Care Services Agency:

Flu and Hepatitis inoculations, HIV and Hepatitis C testing and linkage; hygiene, naloxone and harm reduction supply distribution; STI and HIV counseling and education; and bacterial STI testing and treatment (gonorrhea, chlamydia, syphilis) for wound and foot care.

**III. Program Information and Requirements**

**A. Program Goals**

Contractor shall provide services to accomplish the following goals:

1. Contractor shall conduct at least 200 STI, HIV, TB, and Hepatitis screenings, 50 dental appointments, 40 social assistance enrollment appointments, 300 community referrals, and distribute 1,000 units of hygiene supplies and 250 units of harm reduction supplies to low-income Alameda County residents via our brick-and-mortar location.
2. Ensure indigent, low-income, and uninsured people in Alameda County have access to free, timely, quality health care.

**B. Target Population**

Contractor shall provide services to the following populations:

**1. Service Groups**

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

Contractor shall make it a priority to serve:

Houseless, queer and trans, people of color, and injection drug users, age 18 and over within Alameda County.

**2. Referral Process to Program**

Contractor shall make services available to those who drop-in.

**3. Program Eligibility**

Contractor shall offer services to Alameda County residents without any eligibility requirements based upon site location target population.

**4. Limitations of Service**

N/A

**C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

**1. Program Design**

Contractor shall provide STI, HIV, Hepatitis, and TB testing, health counseling and education, hygiene and harm reduction supplies, peer counseling, social assistance enrollment, dental services, community resource referrals, mobile health outreach at shelters, encampments, LGBTQIA+ centers, and other partner organizations in Alameda County.

**2. Consumer/Client Flow**

N/A

**3. Discharge Criteria and Process**

N/A

**4. Hours of Operation**

Contractor shall maintain the following minimum hours of operation:

STI testing 5 days per week, community referrals 7 days per week, dental services 3 days per week, peer counseling 5 days per week, social assistance enrollment 1 day a week, TB testing 2 days per week, and mobile health outreach 1 to 3 x per month.

**5. Service Delivery Sites**

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

830 University Ave., Berkeley CA

**D. Minimum Staffing Qualifications**

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be

performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

**IV. Contract Deliverables and Reporting Requirements**

**A. Process Objectives and Performance Measures**

Contractor shall meet the following objectives:

Process Objective	"How Much" Performance Measure
1. By December 31, 2022, contractor shall purchase 44 pieces of furniture and 49 pieces of equipment.	1. No. of pieces of furniture and equipment purchased.
2. By June 30, 2023, contractor shall purchase a total of 88 pieces of furniture and 98 pieces of equipment.	2. Total no. of pieces of furniture and equipment purchased.

**B. Other Reporting Requirements**

1. Contactor shall submit two progress reports according to the payment schedule (see Exhibit B. II.2), referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to the County.
2. Contractor shall complete the FY 2022-2023 Measure A Citizen Oversight Committee Allocation Report by September 30, 2022. The Measure A Oversight Committee’s role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors and the public on the conformity of such expenditures to the purposes set forth in the ordinance. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report, presentations to the Oversight Committee and/or site visits as requested by the Department.

**V. Additional Requirements**

**A. Certification/Licensure**

Contractor shall have and maintain current:  
N/A

**B. COVID-19 Safety and Preparedness**

Volunteer lay health workers and providers are required to have full Covid vaccinations and wear N95 masks while performing duties. Client’s temperatures are taken before entry into the mobile Clinic with a maximum of one client per exam room. Hand sanitizer and disposable masks will be made available to staff and clients. Every exam room is outfitted with a medical grade air scrubber capable of eliminating all viruses every 10 minutes.

### C. Other Requirements

1. The Alameda County Measure A Essential Health Care Services Initiative is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
  - a. Contractor shall announce funding award only after
    - i. the contract has been fully executed and
    - ii. announcement of activities have been discussed with the Measure A Administrator.
  - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
  - c. Contractor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

**Funded by Alameda County Measure A Essential Health Care Services Initiative**
  - d. Materials produced with Measure A funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Measure A, and the recipient will not be additionally reimbursed for use or reproduction.
2. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
3. Pursuant to this Agreement, the County awards a capital funding grant in the amount of one hundred ten thousand dollars (\$110,000.00) to Recipient. The funds shall be disbursed as outlined in Exhibit B. These funds must not be used for any purpose(s) other than those described in this Agreement. Use of the grant funds for any purpose other than the purpose outlined herein shall be a material breach and result in the entire grant amount becoming due and payable to the County immediately.
4. Recipient accepts this grant subject to the conditions set forth herein and in consideration of the County's regulations and requirements.
5. The entire grant proceeds are for the exclusive use by Recipient to purchase equipment and renovate a new brick and motor location in order to provide health services to houseless people, injection drug users, low-income, uninsured, underrepresented and other residents of Alameda County. Recipient shall maintain professional liability and malpractice insurance for as long as it occupies new location. Any and all renovations shall be done by a licensed professional and conform to any and all safety standards and building health codes.
6. The new brick and mortar location located at 830 University Ave, Berkeley, CA shall be a site for providing free health care services to vulnerable populations within Alameda County. Recipient shall maintain the health care services through the use of the new location for a minimum of five (5) years from the first day of the occupation of new Clinic space. Under the terms of this Agreement, the Recipient agrees to reimburse the County \$22,000.00 for every full year during the minimum period specified in this subparagraph that the new

location is not used as such or to provide health care under the provisions of this Agreement. This provision shall not apply to partial closure periods (less than a year) which may be necessary during the minimum term. This subparagraph (d) shall survive the termination/term of this Agreement.

7. The Recipient agrees to reimburse the total amount of the grant if any of the following occurs and is not remedied: the purchase and any renovation of the new location are not completed due to an action or decision of the Recipient; the space is leased, rented, borrowed or otherwise used as collateral to another party without the permission of the County during the 5 year period noted above; or the building is sold or transferred to another party during the 5 year period. This subparagraph (C) shall survive the termination/term of this Agreement to the extent it is applicable.
8. A grant award is not a gift, but instead is to be used for the public purpose of providing comprehensive mobile health care services to vulnerable populations within the County of Alameda.
9. In awarding this grant, the County in no way obligates itself to award future grants/loans to Recipients. If the project that is subject to this Agreement becomes infeasible, the Recipient shall refund the total unspent grant amount as described in General Terms and Conditions Number 20, to the County immediately.

[END OF AUGMENTED DEFINITION OF SERVICES]

**EXHIBIT B-1  
AUGMENTED TERMS OF PAYMENT**

**I. Budget Summary**

Budget Item	Program Total	Measure A Funding
<b>Personnel Expenses</b>		
Bookkeeper	\$14,300	\$0
Administrator	\$31,200	\$0
Janitorial	\$13,500	\$0
<b>Personnel Expenses Subtotal</b>	<b>\$59,000</b>	<b>\$0</b>
<b>Equipment Expenses</b>		
Furniture	\$55,000	\$31,050
IT	\$32,300	\$16,693
Clinical	\$40,000	\$35,430
Security	\$23,825	\$14,027
Building	\$82,150	\$12,800
<b>Equipment Expenses Subtotal</b>	<b>\$233,275</b>	<b>\$110,000</b>
<b>Operating Expenses</b>		
Program Supplies	\$141,000	\$0
Utilities	\$26,000	\$0
Insurance	\$25,500	\$0
Office Expenses	\$17,000	\$0
Professional Fees	\$69,000	\$0
Rent	\$24,000	\$0
<b>Operating Expenses Subtotal</b>	<b>\$302,500</b>	<b>\$0</b>
<b>Indirect Expenses (Not to exceed 14.9% of total allocation)</b>	<b>\$13,000</b>	<b>\$0</b>
<b>Total</b>	<b>\$607,775</b>	<b>\$110,000</b>

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "Measure A Funding" unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded. Contractor may amend the budget allocations above with prior written approval from HCSA if said amendments do not go beyond the not-to-exceed total budget amount.

**II. Terms and Conditions of Payment**

**A. Reimbursement**

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

Invoice	Service Period	Submission Deadline	Not-to-Exceed Amount
First	Upon Contract Execution	Dec 31, 2022	\$55,000
Second	By June 30, 2023	July 15, 2023	Remaining Balance of Contract up to \$110,000

2. Contractor shall invoice the County twice during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$110,000** and first and second payment may not exceed **\$55,000** without prior written approval from Alameda County Health Care Services Agency (HCSA). The invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2023**.
3. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
4. Funds shall be used solely in support of the project’s program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.

**B. Invoicing Procedures**

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

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

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency to the attention of Tamara Lawson at [Tamara.Lawson2@acgov.org](mailto:Tamara.Lawson2@acgov.org).

**EXHIBIT C-1**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Ellen Karapetyan <b>PHONE (A/C No. Ext):</b> 818-539.6607 <b>FAX (A/C. No.):</b> 818.539.6706 <b>E-MAIL:</b> Ellen_Karapetyan@aiq.com <b>ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Berkeley Community Health Project, Inc. DBA Berkeley Free Clinic 2339 Durant Avenue Berkeley CA 94704	<b>INSURER A:</b> NOVA Casualty Company <b>INSURER B:</b> Sentinel Insurance Company Ltd <b>INSURER C:</b> United Financial Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES      CERTIFICATE NUMBER: 1180288134      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	CF1-ML-10000542-05	6/10/2022	6/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		03816380-6	6/9/2022	6/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CF1-UM-10000178-05	6/10/2022	6/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	72WECAM2ML	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 insured with respect to the operations of the named insured. The insurance provided in the Commercial General Liability policies are primary and any other insurance shall be excess only and not contributing. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

<b>CERTIFICATE HOLDER</b>  Alameda County Health Care Services Agency 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577	<b>CANCELLATION</b>  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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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

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS  THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND  REPRESENTATIVES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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-1**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Berkeley Free Clinic (BFC)

PRINCIPAL: Angel Tremble

TITLE: Board Director

SIGNATURE:  DocuSigned by:  
73663721886458

DATE: 9/5/2022

**EXHIBIT E-1**  
**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 Berkeley Free Clinic (BFC) (“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 Berkeley Free Clinic (BFC)

By (Signature)  \_\_\_\_\_

Print Name Angel Tremble

Title Board of Directors

**EXHIBIT F-1**  
**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.