

NOTEPAD	INSURED'S NAME LifeLong Medical Care	LIFEL-1 OP ID: NI	PAGE 2 Date 09/27/2018
<p>NAMED INSURED SCHEDULE:</p> <p>LifeLong Medical Care, Inc. DBA: Brookside Community Health Friends of LifeLong Medical Care</p>			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2019

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Natalia Dionela PHONE (A/C, No, Ext): 818.539.8633 FAX (A/C, No): E-MAIL ADDRESS: Natalia_Dionela@ajg.com																					
INSURED Lifelong Medical Care PO Box 11247 Berkeley, CA 94712-2247	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A : NORCAL Mutual Insurance Company</td> <td style="width: 50%;"></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : NORCAL Mutual Insurance Company			INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES CERTIFICATE NUMBER: 1650228826 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input checked="" type="checkbox"/> N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made Form Retro Date: 7/1/1988		610401	4/1/2019	4/1/2020	Each Claim \$ Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability: Sexual Misconduct coverage included

 Evidence of coverage.

CERTIFICATE HOLDER County of Alameda, Health Care for the Homeless Program Public Health Dept. 1000 Broadway, Ste 500 Oakland CA 94607	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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Attachment A1

SAMPLE CONSUMER/CLIENT FLOW**1. OUTREACH, ENGAGEMENT, INTAKE.**

- a. Intake procedures involve engaging with an unfamiliar client at a homeless encampment or location; the client has expressed interest in receiving on-going case manager support with improving health outcomes. Intake procedures for treatment include signed written or verbal consent for treatment, and collection of client's personal information for entry in the EHR.
- b. Engagement will likely take place over several visits.
- c. Every patient, regardless of level of engagement, will be offered a business card with Contractor's cell phone, Contractor shall inform each patient of the Street Health Outreach schedule, and when they can expect the Contractor to return to the encampment.
- d. Services are voluntary. Prior to the provision of medical or behavioral health services, Contractor shall ensure all appropriate consent, privacy, and release of information forms are completed by the patient.

2. ASSESSMENT

Clinical assessment is completed over the first 1-3 meeting(s) with a client and will include a medical assessment and a brief psychosocial assessment.

3. INTERVENTION(S) AND FOLLOW-UP.

Every patient will be notified that they can follow-up with their health care provider at the Contractor's clinic or other medical home. They will receive information on the relevant address, phone numbers and the hours of operation including the best days for walk-ins.

4. TRANSPORTATION

Contractor shall provide transportation assistance for services (car, bus, BART, Uber and/or Lyft transportation) to primary medical clinics and laboratories (e.g., Quest) to address urgent health needs.

5. HEALTH INSURANCE AND BENEFITS

All clients will be offered health services, regardless of their health insurance status. Pursuant to the Contractors' and the Health Care for the Homeless Sliding Fee Scales, the Contractor shall not require payment from homeless individuals for services delivered under this contract. Contractor shall provide assistance to clients to enroll in insurance (e.g., Medi-Cal enrollment, HealthPAC enrollments and renewals) and benefits for which they may be eligible (e.g., CalFRESH).

6. DOCUMENTATION AND MEDICAL RECORDS

- a. One outreach encounter form shall be completed per encounter.
- b. Paper Charts are used in the field. Paper charts used in the field shall be stored in a locked backpack. Paper charts and notes shall be secured or destroyed upon return to the office according to Contractor's policies and procedures.
- c. Electronic Health Record. All encounters will be documented by the provider in the EHR upon return to the Contractor's office.

7. RE-ASSESSMENT OF PROGRESS.

Re-assessment of progress will be made at subsequent encounters.

8. CARE PLAN CHANGE.

Care plan changes will be made as the client's need change.

Attachment A2

ACHCH DATA AND PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS

ACHCH Patient Visit Utilization Data Reporting**Reportable Visits:**

Reportable visits are documented, individual, face-to-face contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services. Health centers should count only visits that meet all these criteria. To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Included in patient visit documentation maintained by contracted provider should be consent documentation and verification of release of information signed by patient.

Submission of Reportable Visits

ACHCH contractors are required to submit a monthly report of all reportable health center visits provided by contractor. This report should be submitted before the 15th of the following month. Submission must be made in excel format through a secure FTP system arranged by the ACHCH program.

Required patient data for each reported visit

Required patient data for each reported visit is sent to and stays in the possession of ACHCH. Date required for each reported visit includes the following:

Visit Provider Type	Visit Subsite	Patient Social Security Number
Patient First Name	Patient Last Name	Patient Birth Date
Patient Gender Identity	Patient Ethnicity	Patient Race
Patient Sex assigned at birth	Patient Sexual Orientation	
Patient Diagnosis for clinical encounters	Visit Enabling Service Codes for enabling service encounters	Visit CPT Codes for clinical encounters
Patient Monthly Income	Patient Income Source	Patient Medical Payer Source
Patient Homeless Status	Patient Translation Needed	Patient Veteran Status

This required patient data is detailed later in this document.

Provider Types

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The 2018 UDS Manual provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

Independent Professional Judgment

To meet the criterion for independent professional judgment, providers must be acting on their own, not assisting another provider, when serving the patient. Independent judgment implies the use of the professional skills gained through formal training and experience and unique to that provider or other similarly or more intensively trained providers.

For example, a nurse assisting a physician during a physical examination by taking vital signs, recording a history, or drawing a blood sample does not receive credit as a separate visit.

Counting Multiple Visits by Category of Service

Multiple visits occur when a patient has more than one visit with the HCH health center in a day. Most commonly, a patient may receive both a medical visit and an enabling visit at the same time. These distinct services must be provided by two distinct providers working in the capacity of their credentialed position (for example an MD does not report enabling services encounters). Multiple visits must be reported as distinct visits (ie separate rows when electronically reported).

On any given day, a patient may have only one visit per service category, as described below.

Maximum Number of Visits per Patient per Day		
# of Visits	Visit Type	Provider Examples
1	Medical	physician, nurse practitioner, physician assistant, certified nurse midwife, nurse
1	Dental	dentist, dental hygienist, dental therapist
1	Mental health	psychiatrist, licensed clinical psychologist, licensed clinical social worker, psychiatric nurse practitioner, other licensed or unlicensed mental health providers
1	Substance use disorder	alcohol and substance use disorder specialist, psychologist, social worker
1 for each provider type	Other professional	nutritionist, podiatrist, speech therapist, acupuncturist
1	Vision	ophthalmologist, optometrist
1 for each provider type	Enabling	case manager, health educator

- Patient Consent and HIPAA acknowledgement
- Specific definitions for each Data Reporting element
- PHI reporting procedures
- Incomplete data – returned data reports
- Different Attachment for RBA/Quality Reporting Requirements by each contractor

Visit Provider Type	Enter the type of provider providing a documented, face-to-face encounter. Encounter type is either Service/Enabling or Clinical ; provider type must correspond to encounter type. (i.e. Nurse – Medical or Case Manager – Service/Enabling).
Visit Subsite	Name of site where services provided.
Patient Social Security Number	xxx-xx-xxx
Patient First Name	
Patient Last Name	
Patient Birth Date	dd/mm/yyyy

Patient Gender Identity	M/F
Patient Ethnicity	UDS Ethnicity Categories: Latino or Hispanic Not Hispanic Unknown/Refused
Patient Race	UDS Race Categories: White Asian Native Hawaiian Other Pacific Islander Black/African-American American Indian/Alaska Native More than one race Unreported/refused to report
Patient Sex assigned at birth	
Patient Sexual Orientation	
Patient Diagnosis for clinical encounters	ICD10 Code for Clinical Encounters (including Mental Health & Clinical substance use). ADA Codes for Dental Visits
Visit Enabling Service Codes for enabling service encounters	ACHCH Enabling Services Types for Services Encounters only. A medical encounter will NOT include any services code types. A service encounter will not include any ICD10 codes. <u>Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits.</u> Medical Referral Health/Financial Benefits Counseling Housing Assistance Employment Assistance Food Assistance Nutrition Education Other Health Education Alcohol/Drug Counseling/Referral Mental Health Counseling/Referral Transportation Assistance Dental Referral Optometry Referral Other

	Dental Case Management
Visit CPT Codes for clinical encounters	
Patient Monthly Income	\$ Amount
Patient Income Source	GA WIC Wages, Pension or Employment VA Food Stamps Unemployment None Other SSI/SSA Unknown Cal Works/TANF Child Support
Patient Medical Payer Source	Medi-Cal FFS Medicare Private Insurance Sliding Scale VA Medical Other None Unknown HealthPAC Medi-Care Managed Care Alameda Alliance Medi-Care Managed Care Blue Cross Medi-Medi
Patient Homeless Status	Patients must be screened for homelessness and most recent housing status inputted for every visit. Not currently homeless Shelter Recovery Center Doubling up Street Transitional

	Homeless-Unknown Situation Other Hotel/Motel Permanent supportive housing
Patient Translation Needed	English Spanish Other
Patient Veteran Status	Y or N

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

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

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

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

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

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

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

CONTRACTOR: Lifelong Medical Care
PRINCIPAL: Martin Lynch TITLE: Executive Director/CEO
SIGNATURE: _____ DATE: _____

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor,

to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business

Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing

Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of

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

- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

VIII. MISCELLANEOUS

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

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

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

Name: LifeLong Medical Care

By (Signature): _____

Print Name: Martin Lynch

Title: Executive Director, Chief Executive Officer

Exhibit F

Audit Requirements

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

I. **AUDIT REQUIREMENTS**

A. **Funds from Federal Sources:**

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

B. **Funds from All Sources:**

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

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

noted in the contract.

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

**OFFICE OF THE AGENCY DIRECTOR**

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

March 16 , 2020

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

Dear Board Members:

SUBJECT: APPROVE A FISCAL YEAR 2020 NEW PROCUREMENT CONTRACT FOR BONITA HOUSE, INC. FOR THE COMMUNITY ASSESSMENT AND TRANSPORT TEAM PROGRAM IN THE AMOUNT OF \$786,692

RECOMMENDATIONS

- A. Approve a community-based organization (CBO) master contract amendment (new Procurement Contract No. 19319, Master Contract No. 900109) with Bonita House, Inc. (Principal: Lorna D. Jones; Location: Oakland) to provide funding for start-up and ongoing operational costs for the Community Assessment and Transport Team Program that will provide mental health services to individuals in crisis, for the contract period of 4/01/20- 6/30/20, in the amount of \$786,692; and
- B. Delegate authority to the Agency Director or designee to execute the agreement through the CBO master contract process, subject to review and approval as to form by County Counsel and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY

Alameda County Behavioral Health Care Services (ACBH) is requesting approval of a contract amendment with Bonita House, Inc. (Bonita House) to fund the Community Assessment and Transport Team (CATT) program. This new and innovative program will provide mental health intervention to support individuals in crisis by providing brief assessment, intervention, and linkage to the appropriate level of care. The program will provide triage services to determine whether individuals can be served in the community or whether a higher level of care may be needed.

The CATT program is designed to meet the needs of individuals in crisis by providing emergency response to calls to the County 911 system. Six teams of an Emergency Medical Technician (EMT) paired with a behavioral health clinician will respond to calls in an unmarked vehicle. Vehicles and EMT services will be provided by Falck, a company that was selected through a Request for Proposals (RFP) process managed by Alameda County Health Care Services Agency (HCSA). The vehicles will be equipped with advanced technology, including language interpretation and remote access to psychiatry services for immediate client medication management. The vehicles will provide a calming and patient-centered setting for clients. Mental health clinicians will be provided by Bonita House, which was also selected through an RFP process managed by HCSA.

The Honorable Board of Supervisors
February 25, 2020
Page 2 of 2

Each CATT will have a day and evening shift and will operate seven days per week. Follow-up services, if not provided at the time of the call, will be provided within a 24-hour period. Clients will be transported to appropriate services, including the John George Psychiatric Pavilion, the Cherry Hill Detoxification Center, shelters, and Wellness Centers. The program is expected to reach 7,500 individuals each year.

ACBH is seeking funding for start-up and initial services with the goal of the first CATT being operational by early summer of 2020. It is anticipated that CATT teams will be phased into service delivery with full implementation by early fiscal year 2021/22. ACBH is planning for two teams in the San Leandro/Hayward region, three teams in Oakland, and one in Fremont. ACBH will return to Your Board for approval for future fiscal years.

ACBH has contracted with Bonita House for many years to provide a variety of mental health programs for individuals with serious mental illness. Bonita House was founded on rehabilitation and recovery principles, as well as recognition that clients need fully integrated health care and social services. Bonita House focuses on meeting the needs of individuals with co-occurring mental health and substance use disorders.

SELECTION CRITERIA

Alameda County Health Care Services Agency (HCSA) released Request for Proposals (RFP) No. HCSA-900818 on October 29, 2018 for the provision of clinical services for the CATT program. The RFP was advertised using the General Services Agency (GSA) advertising guidelines by posting on the GSA website. In addition, a courtesy email was sent to County-contracted providers and other contacts via existing email distribution lists. HCSA held two Bidder's Conferences on November 5 and November 6, 2018 with attendance from four agencies. Bonita House was the only applicant through the RFP process. A review panel consisting of three subject matter experts from ACBH, Alameda County Care Connect, and a community-based organization evaluated the proposal. They gave it a score of 366, and recommended Bonita House for award. ACBH has been contracting with Bonita House for treatment programs since 1971. Bonita House is a non-profit community-based organization and exempt from Small Local Emerging Business (SLEB) and is a certified SLEB Provider (No. 06-90896, expiring January 31, 2022).

FINANCING

Funding for CATT is from Mental Health Services Act Innovations Funds, which is included in the FY 19-20 ACBH Approved Budget. Approval of these recommendations will have no impact on net County cost.

VISION 2026 GOAL

The provision of these services meets the 10X goal pathway of **Healthcare for All** in support of the shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

CC/RML/sw/cp



**COMMUNITY-BASED ORGANIZATION MASTER CONTRACT
AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of **April 1, 2020**, is a part of the Community Based Organization Master Contract No. **900109** made and entered into by and between the County of Alameda ("County"), and **Bonita House, Inc.**, hereinafter referred to as the ("Contractor").

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

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

The Exhibits A & B of this Amendment entered into between **Behavioral Health Care Services (ACBH) of County of Alameda** and Contractor replace and supersede any and all previous Exhibits A & B entered by both parties for this Procurement Contract. Except as herein amended, the Procurement Contract is continued in full force and effect.

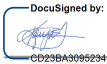
The Term of this Amendment shall be from **April 1, 2020** through **June 30, 2020**. The compensation payable to Contractor hereunder shall not exceed **\$786,692** for the term of this Agreement.

Dept. Contact Network Office Administration Phone (510) 567-8296 Email Contracts@acgov.org

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

COUNTY OF ALAMEDA

NAME OF CONTRACTOR

By  Date 5/29/2020
Signature

By  Date 5/28/2020
Signature

Name Karyn L. Tribble, PsyD, LCSW

Name Lorna Jones

Title Director, ACBH

Title Executive Director

By _____ Date _____
Signature

Name _____

Title _____

EXHIBIT A**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Bonita House, Inc.
Contract Period	April 1, 2020 – June 30, 2020
Type of Contract	Master
Contract Number	900109

I. Program Name

Community Assessment and Transport Team (CATT) — RU # pending

II. Contracted Services

Program Development

Outreach and Engagement

Outpatient Services

- Mental Health Services
- Case Management / Brokerage
- Crisis Intervention
- Medication Support, Including Prescribing Medication

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

Contractor shall provide services to accomplish the following goals:

- Assist individuals in a mental health crisis in obtaining the right services at the right time;
- Provide assistance to individuals in a respectful and non-stigmatizing manner;
- Connect individuals to follow-up services as appropriate;
- Reduce psychiatric hospitalization by providing an alternative community-based program; and
- Enable clients to receive care in the least-restrictive setting possible that meets their individual psychosocial needs.

B. Target Population**1. Service Groups**

Contractor shall provide services to individuals in Alameda County who are referred through the County's 9-1-1 call center system (9-1-1 system) and are experiencing a mental health crisis.

2. Referral Process to Program

Contractor shall receive referrals from the main 9-1-1 system.

3. Program Eligibility

Contractor shall only serve clients who:

- Are referred to CATT through the 9-1-1 system; and
- Are experiencing a behavioral health crisis.

4. Limitations of Service

Regarding safety issues, law enforcement and Emergency Medical Technicians (EMT) protocols shall be followed. Dispatch shall determine whether law enforcement response is necessary to “clear” or secure the scene. Law enforcement shall “clear” a scene as needed and be available as stand-by if needed.

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels:

1. Program Design

Contractor shall conduct program development to plan for the start-up of services for CATT, including but not limited to the design of programming, the development of policies and procedures, the hiring and training of staff, and Medi-Cal site certification. Policies and procedures and staff training curricula shall be developed and approved in collaboration with key partners including Falck Group (Falck) EMTs and law enforcement. Program development may include preliminary testing of service delivery.

Contractor shall implement and collaborate on a system of care for individuals experiencing a behavioral health crisis. Contractor’s Behavioral Health Clinicians shall cooperatively respond to 9-1-1 crisis calls with Falck EMTs and, as necessary with law enforcement. This response shall be provided using vehicles provided by Falck. Contractor’s staff shall deescalate crisis situations and, in conjunction with the client, determine next steps in the client’s care. Contractor shall provide outreach and engagement, service linkage, mental health services, behavioral health assessment, and crisis intervention. EMTs shall provide a brief medical evaluation and Contractor shall provide medication consultation with a prescribing provider and referrals as necessary.

Contractor staff shall provide services toward ensuring the safety of the client and, depending on the circumstance, propose and transport the client to voluntary or involuntary services based on the assessment and as appropriate and available.

Contractor shall utilize the technology that will be available in the Falck vehicles. This technology includes the County Electronic Health Records system and Reddinet.

Contractor's staff shall approach individuals in crisis, ask them about their current state, and use reflective listening to ensure that individuals are heard and to engage them in conversation. Contractor's staff shall utilize evidence-based and culturally-sensitive practices such as Robert's Seven Stage Crisis Intervention Model,¹ Motivational Interviewing, Brief Cognitive Behavioral Therapy, trauma-informed care, Solution-Focused Theory, and Integrated Dual Diagnosis Treatment, as well as other methodologies or approaches as needed. Contractor shall use technology (laptops, videoconferencing, electronic health records, instant messaging) to assist in coordination of client care.

Contractor shall only place involuntary psychiatric holds through staff authorized to do such who have completed necessary County-approved training.

Contractor shall ensure follow-up care via brokerage and linkage to appropriate services.

Contractor shall maintain ongoing collaboration with Falck, other crisis services and programs, and law enforcement.

2. Discharge Criteria and Process

Contractor's discharge process shall include:

- Discharge planning that begins at intake;
- Discharge that includes placement in an appropriate level of mental health service as determined by the client's needs and the least restrictive level of care necessary; and
- Referral to community resources for the client to utilize after discharge.

3. Hours of Operation

Contractor shall maintain the following minimum hours of operation for Medi-Cal and non-Medi-Cal clients:

- Seven days per week, 7:00 a.m. to 11:00 p.m.

4. Service Delivery Sites

Contractor shall provide services at the following locations:

- 1422 Harrison Street, Oakland CA 94612
- 325 Fallon Street, Oakland CA 94607
- 28333 Industrial Boulevard, Hayward CA 94545

¹ Crisis Intervention Handbook: Assessment, Treatment, and Research. Brief Treatment and Crisis Intervention, November 2005.

- **Field-Based Locations:** Contractor shall provide services in the community where the target population is located.

Contractor shall obtain approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in office-based service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall maintain the following minimum direct service positions:²

- 7.0 Full-Time Equivalent (FTE) Clinician³

Contractor shall maintain the minimum staffing required to complete the identified program development activities and the initial delivery of CATT services to clients.

Contractor shall notify the ACBH Program Contract Manager of any change and / or vacancy in direct service staffing that impacts the planned deliverables for this program.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall plan for, develop and implement CATT according to the following schedule:

Activity	Date of Completion
Develop policies and procedures	Ongoing
Obtain Medi-Cal site certification	April 1, 2020
Hire and train CATT staff	May 1, 2020
Launch two teams in San Leandro / Hayward	June 1, 2020
Launch one team in Oakland	
Launch two teams in Oakland	Specific date to be determined by ACBH and Contractor
Launch one team in Fremont	

² The positions shall be maintained for the specified level or higher of direct FTE staff.

³ Clinician includes Licensed or Unlicensed LPHA (Licensed Practitioner of the Healing Arts) or Mental Health Graduate Trainee / Student.

Contractor shall collect data in the first year of operation for the purposes of measuring process objectives, including the following:

Process Measure	Data Source
Number of dispatches to which the team responds ⁴	Provider data
Number of unduplicated clients served	INSYST
Number of hours of service	INSYST
Number of unduplicated clients transported to Crisis Stabilization Units	Provider data
Number of clients diverted from Crisis Stabilization Units	Provider data
Average response time to calls	Provider data
Average time to resolution	Provider data
Dispositions of calls (transport to John George, Cherry Hill, Wellness Centers, etc.)	Provider data

B. Quality Objectives

Contractor shall deliver services to achieve the following quality objectives:

Quality Measure	Quality Outcome
Reduction in repeat crisis stabilization presentations in the month following contact compared to the prior month	30%
Reduction in emergency department presentations in the month following contact compared to the prior month	30%
Client report of services rated as “good” or “excellent” (client satisfaction)	75%

C. Impact Objectives

Contractor shall deliver services to achieve the following impact objectives:

Impact Measure	Impact Outcome
Reduction in 5150s ⁵ by region of operation	25%
Reduction in 5150s not resulting in admission to a psychiatric inpatient unit	30%

⁴ By zip code.

⁵ A 5150 refers to Welfare and Institutions Code Section 5150. It is an application for a 72-hour involuntary hold for psychiatric evaluation. Clients placed on a 5150 hold are mandated to be transferred to a Psychiatric Emergency Service unit or to a Medical Emergency Department.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

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

Contractor shall submit a narrative Quarterly Program Report documenting progress made toward implementation of the program. This report shall be due within 30 days of the end of the quarter.

Contractor shall collaborate with an outside evaluation team provided by the County and participate in sending the results of Process, Quality, and Impact Measures to the evaluation team.

The current fiscal year shall be used to collect and track data to establish baseline benchmarks. These benchmarks shall be set as performance expectations in future fiscal years.

Contractor shall provide ACBH Quality Assurance with current fire clearance via the ACBH Site Certification Email at SiteCertification@acgov.org.

Contractor shall submit additional or special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable laws and regulations, as a condition of funding. Contractor shall provide any additional deliverables that may be required with respect to the Mental Health Services Act and related regulations or requirements.

B. Evaluation Requirements

Contractor shall participate in a CATT Quality Improvement Review Committee that includes leadership from ACBH, Falck, Crisis Stabilization Units, and law enforcement.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Failure to meet standards, requirements, or objectives identified in this Exhibit A and / or the Master Agreement may be grounds for sanction under County's contracting policies, up to and including termination.

VI. Additional Requirements

A. Site Certification/Licensure

Contractor shall have the following prior to the initiation of service delivery at any specified service delivery site:

- Fire clearance;
- Medi-Cal certification; and
- Medicare enrollment.

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 of Program and Performance
- Exhibit A-2: Lobbying Restrictions and Disclosure Certification
 - Attachment 1: Certification Regarding Lobbying
- Exhibit A-3: Addendum for Quality Assurance

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
 Additional Terms and Conditions of Program and Performance

Contracting Department: **Alameda County Behavioral Health (ACBH)**

Contractor Name: **Bonita House, Inc.**

Contract Period: **4/1/2020 to 6/30/2020**

Master Contract Number: **900109**

I. Confidentiality:

- A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and personally identifiable information (PII) including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act, and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328.
- B. Contractor shall inform and train its officers, employees, and agents annually regarding the provisions for confidentiality of all information and records as set forth in applicable laws and policies as required above. Contractor shall submit a tracking report of training attendance to the ACBH Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed.
- C. Each year, Contractor shall collect a signed ACBH Oath of Confidentiality from any staff who are paid or partially paid through this Agreement which shall be retained in the employee file for a minimum of five years. The ACBH Oath of Confidentiality is located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- D. Contractor shall have a secure email system and ensure that staff members abide by the Alameda County Alameda County Behavioral Health Care Services (ACBH) Secure Communications Policy, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, Contractor shall establish and train all users on guidelines for creating passwords and expiring passwords every 90 days. Contractor shall ensure that workforce members are trained on how to safeguard the password information.
- E. Contractor shall follow state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, their staff, and subcontractors. Please see the ACBH HIPAA Breach Reporting Policy for more information, which is available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- F. Contractor shall provide necessary client information to any other service provider within the ACBH System of County-operated 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 possible, however the absence of such consent will not preclude the exchange of information with other ACBH service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PII to those who are outside the ACBH 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.

II. Maintenance of Records:

- A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000. Please see the ACBH Record Storage and Retention Policy and Procedure, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- B. Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized ACBH 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, adherence to regulations, appropriateness, and timeliness of the services being rendered under this Agreement. 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.

III. General Supervision:

Services shall be under the general supervision of the Director of ACBH, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

IV. 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 Agreement, to County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

V. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to ACBH upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.
- B. Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance Director/Accountant with at least five years of education, training and/or experience in finance or business administration.
- C. Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15 of the fiscal year via the ACBH Provider Contact Information Form. Contractor shall notify ACBH of any changes in the following positions, or the equivalent positions within Contractor's organizational structure via the Provider/Program Change Notification Form which is located on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).
- D. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue being delivered in accordance with the requirements of this Agreement.

VI. Administrative and Program Standards:

- A. Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, the California Department of Health Care Services (DHCS), or any other applicable regulatory body. This may include onsite program, fiscal or chart reviews and/or audits.
- B. Contractor shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.
- C. Contractor shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal guidelines, including but not limited to those related to:
 - i. *Americans with Disabilities Act* – Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.
 - ii. *Charitable Choice* – Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold

a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program(s) included in this Agreement. Contractor shall inform the County if it is faith-based. If Contractor identifies as faith-based, Contractor shall:

- Submit to ACBH a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
 - Include a copy of this policy in its client admission forms;
 - Notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
 - Ensure that the client makes contact with the alternate provider to which he or she is referred.
- iii. *Criminal Background Checks and Fingerprinting* – Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42 Code of Federal Regulations (CFR) 455.434(b)(1) and (2). Contractor shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse. Contractor shall be responsible for tracking and monitoring that staff and management have completed the training and shall submit a tracking report to the ACBH Compliance Officer by June 30. Contractor shall also submit an attestation to the ACBH Compliance Office that each employee has signed a code of conduct within the last 12 months.
- iv. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through alternate mechanisms such as a language line. Contractor shall complete and submit an electronic survey regarding their implementation of CLAS by July 10 of the following fiscal year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training.
- v. *Non-Discrimination in Services and Employment* – Under the laws of the United States and the State of California, Contractor shall not unlawfully discriminate against any person on the basis of race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual

to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit. Contractor shall post ACBH-materials related to non-discrimination in services and employment. Contractor shall have policies and procedures that protect clients and employees from harassment in areas including but not limited to race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status.

- vi. *ACBH Provider Tobacco Policies and Consumer Treatment Protocols* – Contractor shall implement the ACBH Tobacco Policy as written in the policy, available on the ACBH website, available online at http://www.acbhcs.org/tobacco/docs/Tobacco_Policies_Con_Tx_Prot.pdf, and as clarified in the recent ACBH memo, available online at <http://www.acbhcs.org/providers/QA/memos.htm>.
- vii. *Drug-Free Workplace* – Contractor shall comply with Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with Government Code Section 8355. Contractor must notify the ACBH Network Office Program Contract Manager within five days if an employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County facility or work site.
- viii. *Smoke-Free Workplace Certification* – Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.
- ix. *Timeliness of Services* – Contractor shall ensure that services are provided in accordance with ACBH timeliness standards for access to services.

- x. *Trafficking Victims Protection Act of 2000* – Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

ACBH policies and procedures for mental health providers are located on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm.

- D. Contractor shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement for a client who is under extended or permanent Lanterman Petris Short (LPS) Conservatorship. Contractor shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

VII. Licenses, Permits and Certificates:

Contractor shall obtain and maintain during the term of this Agreement, 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.

VIII. Quality Assurance (QA):

- A. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of ACBH' Informing Materials pertaining to Consumer Rights, including, but not limited to, the posting of ACBH' grievance and appeal poster and the ACBH Notice of Privacy Practices.
- B. Contractor shall comply with ACBH's Consumer Grievance and Appeal Policy and Procedures, as set forth in the ACBH QA Manual and such amendments as posted on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm.
 - a. Contractor shall direct all ACBH consumers who wish to file a grievance and/or appeal about anything, including, but not limited to services received or to be received from Contractor, to the ACBH Consumer Assistance toll-free line at 1-800-779-0787 and ensure that ACBH grievance and appeals material are accessible to consumers without having to make a request.
- C. Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency.
- D. Contractor shall comply with the formalized case review policies as set forth in the ACBH QA Manual.
- E. Contractor shall provide information as requested by ACBH to support required ACBH submissions to demonstrate compliance with Federal Network Adequacy Standards.
- F. Contractor shall ensure that employees, volunteers, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting federally-funded services and/or goods under this Agreement are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs

or on the Medi-Cal Exclusion List. Federally-funded services and/or goods include, but are not limited to those funded through federal block grant funding and/or who bill services to Medi-Cal, Medicare and/or Medi-Cal Administrative Activities (MAA). Via the ACBH Staff Number Request E-Form, Contractor shall notify ACBH of changes in non-clinical and clinical staffing providing and/or supporting federally-funded services and/or goods under this Agreement. Contractor is responsible for performing exclusion list checks prior to hiring a potential employee. Contractor shall complete and submit the ACBH Monthly Staff Change Attestation E-Form on a monthly basis to attest that all staff changes have been submitted to ACBH as described in ACBH' Office of the Inspector General (OIG) and Other Exclusion List Monitoring, Oversight and Reporting Policy as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall comply with applicable federal and state suspension, debarment, and exclusion laws and regulations, including without limitation ongoing monitoring. Contractor shall submit a current staff roster to ACBH upon request, within 30-days of said request. The staff roster shall be in a designated format and include all employees, volunteers and agents providing and/or supporting federally-funded services and/or goods under this Agreement.

IX. 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, or in the event that a program closes.

X. Program Modification:

Contractor shall secure the prior written approval of the Director of ACBH, or his or her Designee, in the event contracted services and activities require modification during the term of this Agreement. The request for modification shall be submitted to ACBH in writing.

XI. 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 ACBH approval. The cost of the plan of correction shall be borne by the Contractor/Provider. Failure to address identified issues may lead to further action by ACBH up to and including program termination.

XII. Medi-Cal Administrative Activities (MAA):

Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State

of California. Any provider with a current MAA Plan through ACBH must request and receive prior approval from the ACBH MAA Coordinator prior to discontinuation of MAA activities.

EXHIBIT A-2

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
 Lobbying Restrictions and Disclosure Certification

Contractor shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of Title 31, United States Code.

I. Certification and Disclosure Requirements

- A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the one-page form, entitled "Certification Regarding Lobbying," available on the Alameda County Behavioral Health Care Services (ACBH) website at <http://www.acbhcs.org/providers/network/cbos.htm>) that the recipient has not made, and will not make, any payment prohibited by Paragraph II of this provision.
- B. Each recipient shall file a disclosure (in the one-page form, entitled "Disclosure of Lobbying Activities," available on the ACBH website at <http://www.acbhcs.org/providers/network/cbos.htm>) if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph II of this provision if paid for with appropriated funds.
- C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph I.B. herein. An event that materially affects the accuracy of the information reported includes but is not limited to:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- D. Each person (or recipient) who requests or receives from a person referred to in Paragraph I.A. of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- E. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph I.A. of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

II. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

**State of California
Department of Health Care Services
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bonita House, Inc.

Name of Contractor

MC No. 900109/PC No. 19319

Contract/Grant Number

Lorna Jones

Printed Name

DocuSigned by:
Lorna Jones
1BE6688462B468

Signature

Executive Director

Title

5/28/2020

Date