EXHIBIT A-3

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Addendum for Quality Assurance

Contractor shall be responsible for knowing and implementing the policies contained in Alameda County Behavioral Health Care Services' (ACBH') Quality Assurance (QA) Manual as may be updated from time to time by ACBH. The manual and updates shall be available on the ACBH website, at http://www.acbhcs.org/providers/QA/QA.htm. Email communications may be made to notify providers of periodic updates and changes made to the QA Manual. Contractor shall have and maintain a QA Plan that meets the requirements of the ACBH QA Office. This plan shall be available on-site for review by ACBH and include Contractor's policies and procedures on such QA topics as listed below and in the ACBH QA Manual.

I. Updates:

Contractor shall be responsible for informing the ACBH QA Office of any changes to Contractor's contact person and/or lead QA contact person and their contact information including email address to receive notices from the ACBH QA Office. Contractor shall regularly verify consumer's contact information and update ACBH records for purposes of service verification as described in the QA Manual.

II. Credentialing:

Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in ACBH, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and Contractor shall familiarize itself and comply with the waiver requirements posted in the ACBH QA Manual. ACBH has the right to request Contractor's credential log or records and Contractor's personnel record files to verify Contractor's credentialing process and applicable credentials of staff.

III. Authorization, Utilization Management, Clinical Documentation, and Timeline Standards:

Contractor shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by Contractor meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services. Contractor shall comply with policies related to the Utilization Management Program of ACBH as set forth in the QA Manual and the Clinical Quality Review Team (CQRT) Manual as may be updated from time to time by ACBH. Contractors shall comply with Clinical Documentation and Timeline Standards, Policy and Procedures as set forth in the QA Manual and as may be amended by notice on the ACBH Provider website. Contractor shall have an internal quality review process that ensures that clinical documentation meets federal, state, and ACBH standards. In particular, Contractors shall reference the following tools within the QA Manual. On an annual basis, Contractor's lead QA staff shall attend the following train-the-trainer training provided by ACBH: Clinical Documentation Training,

which includes CQRT Training. On a regular basis, Contractor shall in turn provide similar trainings to its staff.

IV. Notice of Adverse Benefit Determination (NOABD)

Contractor shall provide beneficiaries with a NOABD under the following circumstances: 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) the reduction, suspension, or termination of a previously authorized service; 3) the failure of Contractor to provide services to consumer per timeliness standards issued by ACBH; 4) the failure to act within the required timeframes for standard resolution of grievances and appeals; and 5) the denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities. Contractor shall utilize the ACBH NOABD templates and adhere to any ACBH policy on NOABD's.

Contractor shall distribute Medi-Cal Guide to Mental Health Services, aka the Beneficiary Handbook, to each consumer upon initial intake to enable consumers to understand how to effectively use the mental health services.

V. Other Applicable Policies:

All Contractors/Providers shall comply with all other applicable policies and procedures as set forth in the QA Manual and such amendments as posted on the ACBH Provider website.

Contracting Department	Alameda County Behavioral Health (ACBH)	
Contractor Name	Bonita House, Inc.	
Contract Period	4/1/2020 to 6/30/2020	
Contract Maximum	\$ 786,692	

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

I. BUDGET (Exhibits)

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

- Exhibit B-1: Funded Program Budget (for actual cost reimbursed programs only)
- Exhibit B-2: Composite Agency Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Cost Report Submission Timeline
- Exhibit B-5: Cost Settlement Appeal Procedure

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

1. Contract Maximum Funding

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

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from ACBH Fiscal Contract Manager of any variance of ten percent or greater between actual costs and approved budget costs in each program budget column for Personnel and/or Operating Expenses.¹

¹ A singular or cumulative shift in excess of 10 percent of the amount <u>within the budget category</u> requires prior written approval from the Grantor. This is a common requirement for federal and state funding sources that the County also requires.

2. Program Maximum Funding

Maximum allocations for each program are provided each year in the contract renewal package. Movement of funds between programs must follow the terms below.

- 3. Movement of Funds Between Programs/Reporting Units (RUs)
 - a. Contractor may move an amount that is not greater than ten percent of the program/RU budget from which the funds are being shifted without prior written approval from ACBH, as long as the requested change WOULD NOT:
 - i. Impact the amount of required County match; and/or
 - ii. Move services between age-based Systems of Care (i.e., Children, Transition-Age Youth, Adults, Older Adults); and/or
 - iii. Move services between different service modalities (i.e. outpatient versus day treatment versus residential); and/or
 - iv. Move school-based services across Special Education Local Planning Areas; and/or
 - v. Modify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
 - vi. Impact a categorical allocation and/or funding stream for a particular program/RU including but not limited to grants, Mental Health Services Act (MHSA), Educationally Related Mental Health Services (ERMHS), CalWORKs; and/or
 - vii. Shift funds between programs/RUs that have a different method of reimbursement such as provisional rate, negotiated rate or actual cost; and/or
 - viii. Result in a program expansion of greater than 25 percent for the smaller program/RU when there is a funds transfer from a larger program/RU into a smaller program/RU; and/or
 - ix. Cause a cumulative transfer of funds from numerous programs/RUs to be greater than 20 percent of the total contract allocation during the contract term.
 - b. Notwithstanding the foregoing Subsection 3.a, Contractor may move funds across program/RUs in the following situations:
 - i. The programs are school-based outpatient services within the same school district that do not fall under ERMHS;
 - ii. The programs are ERMHS outpatient services within the same school district;
 - iii. Contractor is following the ACBH Children's and Young Adult System of Care protocol, available online at <u>http://www.acbhcs.org/providers/network/cbos.htm</u>, related to an identified decline in referrals at a particular site.

Failure to follow this protocol may result in costs that are ineligible for payment via the final cost report.

- c. ACBH may retrospectively approve written requests to move more than ten percent of funds between programs/RUs in response to unforeseen events which meet the following criteria:
 - i. Natural disasters, terrorist attacks, act of war
 - ii. Emergency purchases as necessary to protect client and public safety, avoid interruption of services, and/or to avoid financial loss, property loss and damage, or idled workers.
- d. All requests that require ACBH's prior written approval must include the following:
 - i. The names of all impacted programs/RUs;
 - ii. The amounts to be moved;
 - iii. Whether the changes are being requested on a one-time versus ongoing basis; and
 - iv. Justification of why funds are needed in one program/RU more than the other, and any available information about the timing of changes in specific program(s)/RU(s), e.g., when utilization began to drop/increase.

Where required, Contractor must receive prior written approval from ACBH for the movement of funds between programs/RUs that fit under any of the circumstances described prior to moving funds or making program changes. Contractor may request updates on the status of the request one month from submission.

Failure to seek and receive ACBH approval for the contract changes described in this section II.B may result in denied claims against the program/RU allocation, unreimbursed costs or increased amount due to the County at Cost Settlement, reduced allocations in future contract years or termination of impacted programs within the contract.

4. Cost of Living Adjustment (COLA)

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

5. Available Resources

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

C. Cost Settlement/Final Payment Provisions

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

Rate of reimbursement may be subject to renegotiation after ACBH review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

1. Actual Cost Reimbursement Method

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payment sources up to the Contract Maximum.

2. Final Reimbursement

Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within 60 calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by ACBH.

If applicable to Contractor's funding source, ACBH will provide the Final Medi-Cal Reconciliation data submitted to State of California based on the Final Mental Health 1930-*Final Short Doyle Claim for Reimbursement* and Mental Health 1931-*Cost Report/Claims Paid Comparison Final Reimbursement* (Final Medi-Cal Reconciliation) for Contractor's review. If Contractor has any adjustments that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise ACBH prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

3. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by ACBH. Should County, State and Federal or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 120 days of notification, unless otherwise approved in writing by ACBH. ACBH

may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

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

- 1. Contractor Non-Compliance Sanction Policy
 - If ACBH determines that Contractor is not in compliance with any provisions of this Contract, ACBH will provide Contractor with a written notice of noncompliance and may withhold payment, or a portion of payment, or apply a payment penalty of one percent of the total of the next monthly claim. For purposes of this provision, such notice provided by ACBH shall be by First Class Mail (United States Postal Service), overnight delivery, facsimile, or email. Contractor's non-compliance includes failure to comply with County, State, and Federal requirements and/or failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as, but not limited to contract renewal documents, year-end cost reports, audit report, lapse of insurance, a lack of fire clearance at a site, or other information required

for contract administration, monitoring and/or renewal. ACBH may, after three months of withholding funds or applying payment penalties for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until ACBH deems Contractor in compliance with the Contract.

2. Disallowances

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

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

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

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, ACBH may withhold a sum not to exceed ten percent of the total contract amount

or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by ACBH.

III. INVOICING PROCEDURES

A. Monthly Invoices/Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using a ACBH template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month.

Contractor will submit one original Provider Claim / Service Report form (Invoice) per service period on a monthly basis. The invoice must include appropriate documentation. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted. Invoices need to be received by ACBH no later than 35 calendar days after the last day of the service month. ACBH will authorize payment to Contractor no later than 45 County business days after receipt of a monthly claim/service report. Invoices received after 35 calendar days after the last day of the service month, may be subject to a penalty of one percent of the total monthly invoice/reimbursement claim.

Contractor shall submit the original invoice with appropriate attachments to the ACBH Fiscal Contract Manager.

1. Invoice/Claim Attachments

a. For Actual Cost Programs: Contractor shall submit invoices which shall include detailed, line-item monthly expenditures incurred less Other Health Insurance and/or Medicare revenues collected by Contractor to perform the contracted services as indicated herein.

B. Reimbursement of Invoices After End of Contract Terms

Contractor shall submit all invoices for reimbursement under this Contract within 45 calendar days following the end of the term of this Contract. All invoices submitted after 45 calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of ACBH.

C. Cash Advance

Contractor may be eligible to receive a one-time cash advance, consistent with Alameda County's Cash Advance Policy located on ACBH' Provider website: http://www.acbhcs.org/providers/network/docs.htm.

Repayment method is subject to ACBH approval. ACBH may make repayment adjustments or demand full repayment at any time after ACBH review to ensure service

levels, contract compliance and adequate reimbursement, including holding payment of invoices, until repayment is satisfied.

IV. FUNDING AND REPORTING REQUIREMENTS

A. Financial Reports

1. Year-End Cost Report

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

V. Additional Terms and Conditions

A. Revenue Enhancement

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

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or client for clients that have share of cost Medi-Cal or self-pay. For services covered by such third party payers and/or Share of Cost Medi-Cal, charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate.

For indigent or self-pay clients, Contractor shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State of California.

Medi-Cal Funding Provisions

Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third party payer and/or for Share of Cost Medi-Cal client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. ACBH will provide test claim reports for all claims prior to submission to the State. Should ACBH receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

B. Contract or Program Termination

1. Notice of Termination

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

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

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

- a. Immediately eliminate all new costs and expenses under this Contract or program.
- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to ACBH upon written request from ACBH.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to ACBH Fiscal Contract Manager.
- d. Surrender all applicable records to ACBH, if requested by ACBH.
- e. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all ACBH Quality Assurance (QA) and professional requirements.
- f. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
- g. Make arrangements to hold Contractor's financial records for at least five years, or until all audit and appeal processes with the State and County are completed, whichever is later.
- h. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that ACBH receives contact information for this point person, and any updates, in a timely manner.
- i. Complete a Cost Report within 30 calendar days of receipt of Cost Report template from ACBH.
- j. Participate in any required close-out audit.
- k. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

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

C. Termination for Cause

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

Health Care Services	
Alameda County Behavloral	Mental Health Program

Bonita House, Inc.

PLEASE ENTER			TOTAL	TOTAL MASTER CONTRACT	4/1/2 3 3	Start-up 4/1/20 - 6/30/20 3 months
WHOLE DOLLARS ONLY	Direct	Åverane			Community	Community Assessment and Transport Teams
	Services	Annualized		1100110	ξ ¤	RU # N/A
	7	Salary	FTE	Cost	FTE	BUDGET Cost
TOTAL PROGRAM BUDGET						
I. SALARIES, WAGES, & BENEFITS						
lovidel s Ellipioyees Direct Carrice Employees		TTT ALLER	201			
DI Ficanced Clinician #1 - 1 0 ETE to he hind 1/1/2020	P	Direct FIE		400 F00		
BH Licensed Clinician #2 - 1.0 FTE to be hired 4/1/2020	. 7	\$94,000	57 U	\$23,500	0.25	\$23,500
BH Licensed Clinician #3 - 1.0 FTE to be hired 4/1/2020	7	\$94,000		\$23,500		\$23,500
BH Licensed Clinician #4- 1.0 FTE to be hired 4/1/2020	77	\$94,000		\$23,500		\$23,500
BH Relief Licensed Clinicians - Pool of nart-time workers equivent to 1.75 FTF	~ ~		0.44	\$11 175	10.00	044 40E
	7	0\$		\$0 \$0		140
BHI Team Lead - Day #1 - 1.0 FTE to be hired 4/1/2020	2	\$100,000		\$25,000	0.25	\$25,000
BHI Team Lead - Day #2 - 1.0 FTE to be hired 4/1/2020	4	\$100,000	0.25	\$25,000		\$25,000
Administrative Employees (Direct Assigned)		Indirect FTE			0.95	
Chief Clinical & Administrative Officer		\$130,000		\$16,250		\$16,250
Director of Quality Assurance		\$98,000		\$7,575		\$7,575
Urrector of Administrative Operations & Special Projects (including billing)		\$80,000		\$13,075		\$13,075
Licensed BH Supervisor/Program Director (CA11)		\$115,000		\$28,750		\$28,750
r togram Analyst Director of Healthcare		\$170,000	67-0 80 0	\$17,500 \$12,700	0.25	\$17,500
Signing bonus for licensed clinicians \$5K each		\$0		\$38,750		\$38.750
Provider's Employees - Salaries & Wages TOTAL				\$320,725	10	\$320.725
Provider's Emptoyees - Fringe Benefits				\$80,181	25%	\$80,181
Provider's Employees - Salaries, Wages, and Benefits TOTAL		12 8 8	2.88	\$400,906	2.88	\$400,906
MH Professional Contracted Services (1099 Contract Workers)						
Direct Service Contractors		Direct FTE	00.0		0.00	
	7	\$0		\$0	0	\$0
MH Professional Contracted Services - Compensation TOTAL			0.00	\$0	0.00	\$0
TOTAL SALARIES, WAGES, & BENEFITS	Nation 1		2.88	\$400,906	2.88	\$400,906
II. OPERATING EXPENSES						
Direct Assigned	TALL AND	ST TAL		To Marcaller		
Medical, Dental, Pharmaceutical Surphies Theraneutic Surphies				\$		
				20		

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Page 1 of 2

Bonita House, Inc.

PLEASE ENTER			TOTAL MASTER CONTRACT		Start-up 4/1/20 - 6/30/20 3 months
WHOLE DOLLARS ONLY	Direct			Commu	Community Assessment and Transport Teams
	Services	Average Annualized Salary	BUDGET		Actual Cost RU # N/A BUDGET
Transportation			FTE Cost	\$0 FTE	Cost
Depreciation - Medical Equipment Professional Liability Insurance			\$5.000	\$00	¢£ 000
Allocated					2,04
Household Expense, Food, & Supplies Office Expense and Supplies			\$1,500	8 2	\$1,500
Utilities			\$600	2 8	\$600 \$
Continuulications Transnotration and Travel	Ser 18		\$3,094	2 2	\$3,094
Insurance (excl. Professional Liability)			\$5.000	1 2	\$7,204
Taxes, Assessment, Membership Dues, & Licenses				\$0	
Interest on Long-Term Debt Training				\$0	
Rent & Leases			068,64	3	\$5,850
Structure, Buildings, & Improvements			\$4.500	00	54 500
Equipment (Non-Medical) & Vehicles			\$	\$75	\$75
Maintenance					
Structure, buildings, & improvements Fruitiment (Non-Medical) & Vahicles			\$3,630	30	\$3,630
Depreciation				De	
· Structure, Buildings, & Improvements				04	
Equipment (Non-Medical) & Vehicles				\$0	
Protessional & Specialized Services				E	
Data Processing			\$12.431	31	£10 A31
Other: Recruitment .			\$182,773	12	\$182.773
Other: Laptops/Cellphones			\$25,350	20	\$25,350
TOTAL OPERATING EXPENSES			\$265.782	2	\$265.782
III. ADMINISTRATIVE EXPENSES (ALLOCATED / INDIRECT)			\$120,004	4 15%	\$120,004
GROSS COST WITHOUT CLIENT SUPPORT EXPENDITURES			\$786,692	5	\$786,692
V. REVENUE	I				
TOTAL REVENUE			\$0		\$0
NET COST		N.S MA	\$786.692	2	\$786.692

EXHIBIT B-2 COMPOSITE AGENCY BUDGET REVENUE/EXPENSE SUMMARY

CONTRACTOR:		CONTRACT PERIOD:	
BONITA HOUSE, INC.		APRIL 1, 2020 -	JUNE 30, 2020
SOURCES OF FUNDS		APPROPRIATION I	REQUIREMENTS
		EXPENDITURE	CATEGORIES
REVENUE CATEGORIES	TOTAL	Salaries & Benefits	Services & Supplies
I. ALAMEDA COUNTY ALLOCATED FUNDS			
A. ACBH - SUBSTANCE USE DISORDERS (SUD)			
B. ACBH - MENTAL HEALTH			
Federal - Mental Health Block Grant (MHBG)			
Federal - Projects for Assistance in Transition from Homelessness (PATH)			
Mental Health - Other	\$786,692		
C. OTHER ALAMEDA COUNTY DEPARTMENTS:			
- BHCS	\$6,478,802		
-			
-			
_			
_			
_			
_			
-			
SUBTOTAL	\$7,265,494		
II. OTHER SOURCES OF FUNDS			
A. FEDERAL	\$192,626		
B. STATE			
C. OTHER COUNTIES/CITIES/DISTRICTS			
_	\$34,827		
<u>_</u>			口的复数形式
			1.2.1
-			
D. PATIENT / CLIENT FEES	\$300,410		
			1999 B. 1999
E. PRIVATE	\$239,670		and the second
F. MISCELLANEOUS / OTHER	\$113,561		34 3 Jac 8 1
SUBTOTAL	\$881,094		
GRAND TOTAL	\$8,146,588	\$5,701,377	\$2,445,211

EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT RATE SHEET MASTER CONTRACT FY 19/20

Contractor: Bonita House, Inc.

Reporting		Reimbursement		
Unit	Service / Program	Method	Rate	Allocation
N/A	Community Assessment and Transport Teams Start-up (4/1/20 - 6/30/20)	Actual Cost	Not to exceed	\$786,692
			Contract Maximum:	\$786,692

EXHIBIT B-4

COST REPORT SUBMISSION TIMELINE

Steps	Timelines*
Contractor completes service data input into INSYST	First month after close of fiscal year (End of July)
Cost Report Forms & Letter sent to Contractor	After ACBH receives cost report instructions and forms from the State (by August 31, at the latest).
Contractor complete & submit Cost Report to ACBH	September 30. The County needs three months to analyze, correct, and add data to cost reports before submitting to the State by the December 31 deadline.

*All timelines are subject to change. Each year actual deadlines will be communicated via ACBH.

EXHIBIT B-5

MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

- 1. Cost Report Settlements are sent to Contractors as soon as County staff are able to complete them. Cost Report Settlements are dependent on County receiving timely forms and information from State, and for some contracts, on State's Medi-Cal approval process.
- 2. If Contractor disagrees with a Cost Report Settlement, Contractor is encouraged to contact Alameda's Cost Report unit (510-383-2675) to resolve any disagreements informally.
- 3. If no informal resolution is possible, an Appeal or Intent to Appeal a Cost Report Settlement must be sent to ACBH within fifteen business days of receipt of the Settlement. Appeals shall be submitted to:

Alameda County Behavioral Health Care Services ATTENTION: Cost Report Unit 2000 Embarcadero Cove, Suite 302 Oakland, CA 94606 REFERENCE: Appeal FY XX/XX, Contractor ABC

Within ten business days of receipt of an Intent to Appeal, ACBH will notify the Contractor of the deadline for submitting the appeal, and any supporting documentation.

4. An appeal must be for a unique fiscal year. Contractor should concisely state the reason for the appeal; merely stating 'do not agree' does not constitute a viable appeal.

Contractor must include supporting documentation. If none available, please state the reason.

EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

A l	Commercial General Liability	\$1,000,000 per occurrence (CSL)
	Premises Liability; Products and Completed Operations; Contractual	Bodily Injury and Property Damage
1	Liability, Personal Injury and Advertising Liability, Abuse, Molestation,	
	Sexual Actions, and Assault and Battery	
3	Commercial or Business Automobile Liability	\$1,000,000 per occurrence (CSL)
	All owned vehicles, hired or leased vehicles, non-owned, borrowed and	Any Auto
	permissive uses. Personal Automobile Liability is acceptable for	Bodily Injury and Property Damage
_	individual contractors with no transportation or hauling related activities	
	Workers' Compensation (WC) and Employers Liability (EL)	WC: Statutory Limits
-	Required for all contractors with employees	EL: \$100,000 per accident for bodily injury or disease \$1,000,000 per occurrence
	Professional Liability/Errors and Omissions	\$2,000,000 project aggregate
+	Includes endorsements of contractual liability	Value of Cash Advance
_	Employee Dishonesty and Crime	Value of Cash Advance
	Endorsements and Conditions:	× ,
	1. ADDITIONAL INSURED: All insurance required above with the exception	n of Professional Liability, Personal Automobile Liability.
	Workers' Compensation and Employers Liability shall provide an addition	al insurance endorsement page that names as additional
	insured: County of Alameda, its Board of Supervisors, the individual mem	bers thereof, and all County officers, agents, employees and
	volunteers. Employee Dishonesty and Crime Insurance Policy shall be en	ndorsed to name as Loss Payee (as interest may arise):
	County of Alameda, its Board of Supervisors, the individual members ther	eof, and all County officers, agents, employees and
	volunteers.	
	DURATION OF COVERAGE: All required insurance shall be maintained	during the entire term of the Agreement with the following
1	exception: Insurance policies and coverage(s) written on a claims-made b	asis shall be maintained during the entire term of the
	Agreement and until 3 years following termination and acceptance of all w	and an end of a damatical the second s
		fork provided under the Agreement, with the retroactive date
	of said insurance (as may be applicable) concurrent with the commencem	ork provided under the Agreement, with the retroactive date ent of activities pursuant to this Agreement.
3	of said insurance (as may be applicable) concurrent with the commencem REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be	ent of activities pursuant to this Agreement. e primary insurance to any insurance available to the
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This GERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTERS NO RIGHTS UPON THE OF CERTIFICATE HOLDER. THIS GERTIFICATE DOES NOT AFTERMATIVELY ON REGATIVELY AND EXCHANGE ALTER THE COVERAGE AFFORDED BY THE FOLCIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT DETIVEEN THE ISSUING INSURERS), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If this certificate holder is an ADDITIONAL INSURED, the policy rights an addresement is. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Cox, Jisharoon 6 Greathouse, Inc. Important: Insurance .com 1942 Ebbarcadeco Important: Insurance XII Summer Alliance Oakland CA 94606 Imputer a: Inaurance Company Insurer a: Inaurance XII Company Imputer a: Inaurance Company Imputer a: Inaurance Company Solarad CA 94609 Imputer a: Inaurance Company Imputer a: Inaurance Company This Is to CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWINAVE BEEN ISSUED TO THE INSURCE TO ALL HET EMBAS. EXCLUSIONE AND CONTINUES OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN ISSUED TO THE INSURCE TO ALL HET EMBAS. EXCLUSIONE AND CONTINUES OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN ISSUED TO THE INSURCE TO ALL HET EMBAS. EXCLUSIONE AND CONTINUES OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN ISSUED TO THE INSURCE TO ALL HET EMBAS. EXCLUSIONE AND CONTINUES OF SUCH POLICY PRIDE INSURCE COMPRENE LIMITS SHOWN MAY HAVE BEEN ISSUED TO THE INSURCE TO ALL HET EMBAS. EXCLUSIONE AND CONTINUES OF SUCH POLICY EXCLUS PRIDUCED AND	ACORD [®] CERTIFICATE OF LIABILITY INSURANCE							MM/DD/YYYY)			
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POLICY NUMBER: 2020-00846 Named Insured: Bonita House, Inc. and Bonita, Inc. COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS PAYABLE

This endorsement applies only to INSURING AGREEMENT 1.

INSURING AGREEMENT 1. INSURING AGREEMENT 1.A. INSURING AGREEMENT 1.B.

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A. PROVISIONS

You agree that any loss payable under the Insuring Agreement(s) indicated above shall be paid jointly to you and the Loss Payee designated below:

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers (Name of Loss Payee)

1900 Embarcadero, #205, Oakland, CA 94606

(Address of Loss Payee)

and any such payment shall constitute payment to you. We agree that we will make all such payments jointly to you and the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.

- **B.** Our liability under the Insuring Agreement(s) indicated above as extended by this endorsement shall not be cumulative.
- C. No rights or benefits are bestowed on the Loss Payee other than payment of loss as set forth herein.
- <u>D.</u> This endorsement applies only to Loss Payable under the designated Insuring Agreement(s) involving "money", "securities" and "other property" belonging to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.

EXHIBIT D

AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

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

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

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

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

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

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and **Bonita House, Inc.**, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

Business Associate. "Business Associate" shall generally have the same meaning as the term

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

Privacy Rule if done by Covered Entity;

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits*. Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule*. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach*. During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes

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

- G. Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records*. Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations*. To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. Restricted Use of PHI for Marketing Purposes. Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

- L. *De-Identification of PHI*. Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations*. Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business

Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

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

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

VIII. MISCELLANEOUS

- A. *Disclaimer*. Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments*. The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the

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

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

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

 Name:
 Bonita House, Inc.

 By (Signature):
 Image: Image:

EXHIBIT F COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

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

CONTRACTOR: Bonita House, Inc.

PRINCIPAL:	Lorna Jones	TITLE:
SIGNATURE:	Lona Jours 186508894C28488	DATE:



AGENDA _____ December 8, 2020

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

October 27, 2020

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

Dear Board Members:

SUBJECT: APPROVE FISCAL YEAR 2021 MASTER CONTRACT AMENDMENT FOR BONITA HOUSE, INC. TO INCREASE THE MINIMUM DIRECT SERVICES CLINICIAN STAFFING FOR THE COMMUNITY ASSESSMENT AND TRANSPORT TEAM PROGRAM IN THE AMOUNT OF \$599,958

RECOMMENDATIONS

- A. Approve Amendment No. 1 to the agreement (Master Contract No. 900109, Procurement Contract No. 19860) with Bonita House, Inc. (Principal: Lorna D. Jones; Location: Oakland) to provide funding for additional minimum direct services clinician staffing for the Community Assessment and Transport Team Program with no change in the contract period of 7/1/20 6/30/21, increasing the contract amount from \$2,750,000 to \$3,349,958 (\$599,958 increase);
- B. Delegate authority to the Agency Director or designee to negotiate and execute the agreement under the Community-Based Organization 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; and
- C. Authorize the Auditor-Controller to make the related budget adjustments.

DISCUSSION/SUMMARY

Your Board approved Bonita House, Inc. (Bonita House) for the provision of mental health treatment services including Community Assessment and Transport Team (CATT) program on June 23, 2020 (Item No. 3. Alameda County Behavioral Health Care Services (ACBH) is requesting approval of a contract augmentation with Bonita House in the amount of \$599,958 that would allow for the CATT program to operate 16 hours a day, seven days a week.

The CATT program is designed to meet the needs of individuals in crisis by providing emergency response to calls to the County 911 system. CATT teams composed of an Emergency Medical Technician (EMT) paired with a behavioral health clinician will respond to calls in an unmarked vehicle. 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. Vehicles and EMT services will be provided by Falck, and mental health clinicians will be provided by Bonita House. Bonita House was selected as the provider for mental health clinicians through a Request for Proposal (RFP) process managed by the Alameda County Health Care Services Agency (HCSA).

CATT will have day and evening shifts and will operate seven days per week. Follow-up services, if not provided at the time of the call, are intended to be provided within a 24-hour period. Clients will be transported to appropriate services, including John George Psychiatric Pavilion, Cherry Hill Detoxification Center, shelters, and wellness centers. This augmentation will help the program to effectively reach its existing goal of serving 7,500 individuals each year.

The first CATT team became operational on July 1, 2020. ACBH is seeking funding approval to increase the minimum staffing from 7 Full-Time Equivalent (FTE) to 15.5 FTE clinicians to support the full implementation of the program in late 2020. HCSA is planning for two teams in the San Leandro/Hayward region, three teams in Oakland, one in Fremont, and one in East County. HCSA will return to your Board for approval for future fiscal years.

SELECTION CRITERIA

Alameda County 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 for 38 days. 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.

Your Board initially approved Bonita House to provide funding for start-up and ongoing operational costs for CATT on March 24, 2020 (Item No. 8). As a non-profit community-based organization, Bonita House is exempt from the County's Small, Local, and Emerging Business (SLEB) policy but elected to be a certified SLEB Provider (No. 06-90896, expiring January 31, 2022).

FINANCING

Funding for this one-time augmentation is from Mental Health Services Act Innovations Funds per the attached financial recommendation. Approval of these recommendations will have no impact on net County cost.

VISION 2026 GOAL

The provision of mental health services through the CATT program meets the 10X goal pathway of <u>Healthcare</u> <u>for All</u> in support of the shared vision of a <u>Thriving and Resilient Population</u>.

Sincerely,

DocuSigned by: CB284AE84C50405.

Colleen Chawla, Director Health Care Services Agency

CC/EDV/sw/mf

FINANCIAL RECOMMENDATIO	N AGENDA DATE:
Subject of Board Letter:	Bonita House CATT

Bonita House CATT

BY: 2021 10000

12/8/2020

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	

The increase (decrease) in anticipated revenue, as follows:

	PROJ/GR	PROG	ACCT	ORG
\$599,958		00000	452120	350551
*			•	

ORG TOTAL

\$599,958

Informational

	PROJ/GR	
	ORG TOTAL	\$0

ORG TOTAL

\$599,958

GRAND TOTAL ANTICIPATED REVENUE

			Informational	
			PROJ/GR	
350551	610000	00000		\$599,958
			ORG TOTAL	\$599,958

ORG TOTAL

Informational

		PROJ/GR	
-	-	ORG TOTAL	\$0

ORG TOTAL

\$599,958

GRAND TOTAL APPROPRIATION

FINANCIAL RESOLUTION R-20

BY:

ORG

020-502	PAGE:	1 OF 2	
	FILE NUMBER:	30549	
	MEETING DATE:	12/8/2020	
	ITEM NUMBER:	6	
	FUND:	10000	

The increase (decrease) in anticipated revenue, as follows:

2021

			Informational	
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350551	452120	00000		\$599,958
1000				
			ORG TOTAL	\$599,958

Informational ACCT PROG AMOUNT **PROJ/GR**

ORG TOTAL

\$599,958

\$0

GRAND TOTAL ANTICIPATED REVENUE

The increase (decrease) in appropriations, as follows:

			Informational	
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350500	610000	00000		\$599,958
			ODCTOTAL	£500.055
			ORG TOTAL	\$599,958

Informational ORG ACCT PROG PROJ/GR AMOUNT **ORG TOTAL** \$0

> \$599,958 GRAND TOTAL APPROPRIATION

THE FOREGOING was PASSED and ADOPTED by a majority vote of the Alameda County Board of Supervisors this 8th day of December, 2020, to wit:

- AYES: Supervisors Carson, Chan, Haggerty, Miley & President Valle 5
- NOES: None
- **EXCUSED:** None

PRESIDENT, BOARD OF SUPERVISORS

File No:	30549
Agenda No:	6
Document No:	R-2020-502F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST: Clerk, Board of Supervisors

By: Stfinha Baisly Deputy

Works-Wright, Jamie

From:	Works-Wright, Jamie
Sent:	Tuesday, June 1, 2021 12:13 PM
То:	Works-Wright, Jamie
Subject:	FW: Alameda County Mental Health Advisory Board Public Notice - Children's Advisory
	Committee Meeting (May 28th)
Attachments:	MHAB Children's Agenda 05-28-21.pdf; 2021 April MHAB (CAC) UNAPPROVED
	Minutes.pdf

Sorry this email is late, I was on vacation. If you are interested you can read the minutes and review the agenda

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary City of Berkeley 1521 University Berkeley, CA 94703 <u>Jworks-wright@cityofberkeley.info</u> Office: 510-981-7721 ext. 7721 Cell #: 510-423-8365



From: MHB Communications, ACBH <ACBH.MHBCommunications@acgov.org>
Sent: Tuesday, May 25, 2021 3:52 PM
Subject: Alameda County Mental Health Advisory Board Public Notice - Children's Advisory Committee Meeting (May 28th)

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Greetings,

Please find attached the agenda and unapproved April meeting minutes for the <u>Alameda County Mental Health</u> <u>Advisory Board, Children's Advisory Committee Meeting on</u> May 28, 2021 from 12:15 pm – 1:45 pm.

Thank you.

Alameda County Mental Health Advisory Board



Alameda County Mental Health Advisory Board

Mental Health Advisory Board Agenda Children's Advisory Committee

Friday, May 28, 2021 ◊ 12:15 PM – 1:45 PM 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 (space is limited due to physical distancing requirements) Teleconference: 1-866-899-4679, Access Code: 427-116-893



Committee Members: L.D. Louis (Chair, District 4)

Due to the circumstances regarding COVID-19, the meeting will be held via teleconferencing.

- 12:15 PM
 Call to Order
 Chair L.D. Louis

 12:15 PM
 I. Roll Call/Introductions
 Chair L.D. Louis
 - II. Approval of Minutes
 - III. Chair's Report
 - a. Juan Taizan, Forensics Director ACBH, lined up for July (please submit questions)
 - b. Bullet Points for Annual Report (MHAB CAC work for last year to 18 months)
 - c. MHAB GENERAL MEETING UPDATE

12:35 PM IV. DISCUSSION:

- A. PRESENTATION THPPS, OUT OF STATE & ALTERNATIVE PLACEMENTS FOR YOUTH (Mia Buckner-Preston, M.A. | Division Director, Resource Family Approval, Placement & ILP Support Services; Alameda County Department of Children & Family Services)
- 1:35 PM V. Public Comment
- 1:45 PM VI. Adjournment

Contact the Mental Health Advisory Board at ACBH.MHBCommunications@acgov.org

