

SECOND AMENDMENT TO AGREEMENT

This second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and City of Alameda, (“Contractor”) with respect to that certain agreement entered by them on January 1, 2015 (referred to herein as the “Agreement”) pursuant to which Contractor provides Community Paramedicine Pilot Program services to frequent users of Emergency Medical Services.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
 - Increase the amount by \$~~355,000~~340,000, bringing the total contract amount to \$~~2,097,082~~2,096,082.
 - Extend the term to end on November 30, 2018, an extension of twelve months.
 - Exhibit A-2, Additional Services, is added to the original Exhibit A, Scope of Services and is hereby incorporated into this Agreement by this reference.
 - Exhibit B-2, Additional Payment Terms, is added to the original Exhibit B, Payment Terms and is hereby incorporated into this Agreement by this reference.

2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).

3. The term of the Agreement is currently scheduled to expire on November 30, 2017. As of the Effective Date, the term of the Agreement is extended through November 30, 2018.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed three-hundred ~~fifty-five~~forty thousand dollars (~~\$355340,000~~). As a result of these additional services the not to exceed amount has increased from one-million seven-hundred forty-two thousand ninety-six dollars (~~\$1,742,096~~) ~~to~~ two-million ~~ninety-seve~~ninety-two thousand ninety-six dollars (~~\$2,097082,096~~) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been deleted in its entirety and replaced with the following language:

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibits B, B-1 and B-2 hereto, provided that the maximum amount payable to Contractor for its Clinical Consultation Services shall not exceed two-million ninety-seven thousand ninety-six dollars (~~\$2,097,096~~) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, 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.

- b. By signing this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year second above written.

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By: _____
Signature

By: _____
Signature

Name: ~~Travis Kusman~~ Wilma Chan
(Printed)

Name: Liz Warmerdam ~~Jill~~
Keimach
(Printed)

Title: ~~Director, Alameda County Emergency Medical Services~~ President, Board of Supervisors

Title: Acting City Manager, City of Alameda

Date: _____

Approved as to Form, Donna Ziegler,
County Counsel for the County of Alameda:

Approved as to Form, Alan M. Cohen,
City Counsel for the City of Alameda:

By: _____
Raymond Lara
Sen. Deputy County Counsel

By: _____
Alan M. Cohen
—Chief Litigation Counsel

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

**EXHIBIT A-2
DEFINITION OF SERVICES**

CONTRACTOR: City of Alameda
PREVIOUS CONTRACT TERM: January 1, 2015-November 30, 2017
PREVIOUS CONTRACT AMOUNT: \$1,742,096
NEW CONTRACT PERIOD: January 1, 2015-November 30, 2018 (a 12 month extension)
NEW CONTRACT AMOUNT: \$2,~~097~~082,096 (an increase of \$~~355~~340,000)

I. Program Description and Services

Alameda County Community Paramedicine Pilot Project

II. Contracted Services

The City of Alameda ("Contractor") shall provide Alameda County Health Care Services Agency (HCSA) with services to support the Alameda County Community Paramedicine Pilot Project as set forth in Exhibit G. Contractor shall perform all services under this Agreement pursuant to the California Emergency Medical Services Authority (CEMSA)'s HWPP #173 Community Paramedicine Project, as approved by the California Office of State-Wide Planning and Development in its November 14, 2014 approval letter with amendments, and any subsequent amendments.

Contractor's Fire Department, in partnership with Alameda County Emergency Medical Services (EMS), will implement the Alameda County Community Paramedic Pilot Project. The Pilot Project was developed by Alameda County EMS and approved by the California Emergency Medical Services Authority (CEMSA) and California Office of State-Wide Planning and Development (OSHPD). The Alameda County Paramedic Pilot Project approved by the California Emergency Medical Services Authority and revised December 3, 2014 (Exhibit G) addresses the needs of two at-risk populations: frequent users of the 911 system and post hospital discharged patients, by providing the following services:

1. Follow-up care for persons recently discharged from Alameda Hospital and Alameda Health System – Highland Hospital who are at increased risk of return to the emergency department or readmission to the hospital and suffering from Acute Myocardial Infarction (AMI), Congestive Heart Failure (CHF), Sepsis, Pneumonia, Chronic Obstructive Pulmonary Disease (COPD), or Diabetes Mellitus (DM).
2. Referrals to primary healthcare providers, healthcare and social assessments, and resources for frequent 911 callers or frequent visitors to emergency departments.

III. Contract Terms

- A. The terms of the contract are based on satisfactory performance and reporting, and subject to performance reviews.

IV. Program Information and Requirements

A. Program Goals and Priority Actions

The goal is to provide referrals for frequent users of the 911 system and recently discharged hospital patients to primary healthcare providers, healthcare and social assessments, and other resources for the purpose of improving client health and reducing the number of unnecessary Emergency Medical Services (EMS) transports, Emergency Department (ED) visits, and hospitalizations.

To achieve this goal, the Contractor will manage the Alameda County Community Paramedicine

Pilot Project to achieve the following priorities:

1. Employ up to 6 Community Paramedics (CPs) trained in accordance with Pilot Project requirements;
 2. Identify, perform outreach, and conduct home visits with **Familiar Face** clients (clients who have called 911 three or more times in the last six months) and eligible discharged hospital patients by trained CPs to provide the following services:
 - a. Further medical and social assessment of their chronic conditions;
 - b. Coordination of necessary follow up care, including clarification of hospital discharge instructions if needed;
 - c. Medication reconciliation and ensure medication compliance with discharge and physician instructions; and
 - d. Referral to licensed healthcare providers to prevent an exacerbation of a medical condition and coordination of social and healthcare resources available within Alameda County for **Familiar Face** clients and recently discharged patients.
- B. Target Population
Alameda County residents living within the City of Alameda who are **Super** and **Mega Users** of the 911 system and/or who are recently discharged hospital patients from Alameda Hospital and Alameda Health System – Highland Hospital. (**Super Users** are clients who have called 911 for medical help 20 – 50 times in the last year, and **Mega Users** are those who have called 911 for medical help over 50 times in the last year.)
- C. Program/Service Description
Provide healthcare and social assessments, resources, and referrals to **Super** and **Mega Users** of the 911 system and recently discharged hospital patients.

V. Contract Deliverables and Requirements

- A. Goals, Objectives & Performance Measures
Contractor shall provide the following services and report on the following goals, objectives and performance measurements:

GOAL 1

To provide healthcare and social assessments, resources, and referrals to frequent users of the 911 system and recently discharged hospital patients by Community Paramedics

OBJECTIVES	PERFORMANCE MEASURES
1.1 Plan, implement, and evaluate the Pilot Project infrastructure and program structure, as defined in The Approved Pilot Project (Exhibit G), which includes: <ol style="list-style-type: none"> a. Collaborate with the County to create a timeline for the performance of Contractor’s services b. Establish clinical training sites in collaboration with County, and execute required contracts c. Work in collaboration with partnered hospitals d. Assign and manage Pilot Project staff, as permitted by current labor agreements e. Communicate and manage any labor 	QUALITY <ol style="list-style-type: none"> a. Timeline for the performance of all phases of the project b. % adherence to the Approved Pilot Proposal c. % compliance with all pertinent rules, regulations, laws and codes of Federal, State and County applicable to Emergency Medical Services d. % partners quarterly who report through partner satisfaction surveys that they were satisfied with efforts of Pilot Program staff

OBJECTIVES	PERFORMANCE MEASURES
<p>issues that arise</p> <ul style="list-style-type: none"> f. Schedule the rotation of 6 CPs to cover at least 2 full-time positions of 40 hours per week g. Manage payroll for CPs h. Evaluate performance of each CP i. Provide scheduled Clinical Ride Alongs for program administrators or Steering Committee members j. Establish policies and procedures to assure patient safety, which may include dispatch, basic life support, advanced life support, activating EMS, patient care guidelines and quality improvement requirements 	
<p>1.2 Employ up to 6 Community Paramedics</p> <ul style="list-style-type: none"> a. Provide ongoing Community Paramedic training, if needed, to the 6 CPs, in collaboration with the County b. Maintain required certifications and licenses of the employed CPs 	<p>EFFORT</p> <ul style="list-style-type: none"> a. Retention of trained CP's <p>QUALITY</p> <ul style="list-style-type: none"> b. % of CP's who report on training evaluation forms that they were satisfied or would recommend the training to a colleague <p>IMPACT</p> <ul style="list-style-type: none"> c. % participants who remain qualified at end of training to provide community paramedicine services to County residents
<p>1.3 Identify, contact, and conduct CP home and/or in-person visits to Familiar Face 911 users and recently discharged hospital patients with CHF, COPD, MI, Sepsis, Pneumonia and DM, to provide the following services:</p> <ul style="list-style-type: none"> a. Further medical and social assessment of their chronic conditions b. Coordination of necessary follow up care, including hospital discharge instructions c. Medication compliance to ensure they have obtained and are taking medication as prescribed d. Referral to licensed healthcare providers to prevent an exacerbation of a medical condition e. Referral and assist with referrals for social and healthcare resources available within Alameda County 	<p>EFFORT</p> <ul style="list-style-type: none"> a. No. of Familiar Face and post hospital discharge patients enrolled in the Pilot Project each quarter b. Conduct a combined total of 60 home visits and assessments per month, beginning in February 2015. c. Make or assist with at least 25 referrals a month, connecting patients with social services or licensed healthcare providers <p>QUALITY</p> <ul style="list-style-type: none"> d. % of participants quarterly who report through patient satisfaction surveys that they were satisfied with the services provided <p>IMPACT</p> <ul style="list-style-type: none"> e. % change among Familiar Face and discharged patients who are under the active care of a Primary Care Physician, reported quarterly f. % change in frequency of use of 911 services among 38 baseline Familiar Face

OBJECTIVES	PERFORMANCE MEASURES
	<p>patients in Alameda City, reported quarterly</p> <p>g. % change in frequency of hospital readmissions within 30 days of discharge among baseline group of discharged patients with CHF, COPD, MI, Sepsis, Pneumonia, and DM reported quarterly</p> <p>h. % change in financial cost to County of 911 calls and transports, readmissions within 30 days of discharge, and unnecessary Emergency Department visits, reported quarterly</p>
<p>1.4 Continue adherence to the Alameda County Community Paramedic Quality Improvement (QI) Plan</p> <p>a. Collect and report, in collaboration with the County, all data required by the State for Pilot Project</p> <p>b. Comply, in collaboration with the County, with all Health Insurance Portability and Accountability Act (HIPAA) and Confidentiality laws for data collection and reporting activities</p> <p>c. Care Coordinator provides daily QI review of CPs' completed patient charts</p> <p>d. CPs provide daily QI peer review of colleagues' patient charts</p> <p>e. Collaborate with Alameda County EMS Medical Director to evaluate the QI Plan at least once annually</p> <p>f. Create an immediate education training plan for CP if any QI review indicates that CP's actions could have resulted in a critical outcome</p>	<p>QUALITY</p> <p>a. % of CPs' patient charts reviewed by Care Coordinator within 24 hours</p> <p>b. % of CPs' patient charts reviewed by peers within 24 hours</p> <p>c. % change in satisfaction rating of annual QI Plan by Alameda County EMS Medical Director</p> <p>d. % patient charting review, feedback, and oversight provided by CP Steering Committee</p> <p>e. % change in QI reports that indicate visits could have resulted in critical outcomes</p>

B. Results-Based Accountability

Contractor will engage in a process with Alameda County Health Care Services Agency (HCSA) to report performance measures that inform how the Contractor's programs and services improve the lives of their clients.

Results-Based Accountability activities shall include:

1. Participate in meetings with the HCSA's Public Health Department Community Assessment, Planning, Evaluation and Education (CAPE) Unit to develop, select, and sort performance measures using a Results-Based Accountability framework;
2. Develop and implement data-collection tools;
3. Prepare and submit progress reports and a final report to HCSA and the Measure A Citizen Oversight Committee (See Attachment A); and
4. Prepare and deliver a presentation to the Measure A Citizen Oversight Committee on reported performance measures if requested.

5. Prepare and deliver a presentation to the Alameda Health System Population Management Health Working Group if requested.

VI. Reporting Requirements

- A. Contractor shall provide County with quarterly expenditure and narrative reports detailing the use of funds and the performance measures per Exhibit A. Reports shall be provided by the 15th day of the month following the quarter end as follows:

Report No.	Service Period	Report Schedule
1	Dec. 2017 to Mar. 2018	April 15, 2018
2	Apr. to Jun. 2018	July 15, 2018
3	Jul. to Sept. 2018	October 15, 2018
4	Oct. to Nov. 2018	December 15, 2018

- B. Contractor shall complete the FY 2017-18 Measure A Citizen Oversight Committee Allocation Report by August 15, 2018 and the FY 2018-2019 Allocation Report by August 15, 2019. The Measure A Oversight Committee’s role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors and the public on the conformity of such expenditures to the purposes set forth in the ordinance. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report.
- C. This contract is partly funded by the Measure A essential health care services tax revenue. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
 1. Contractor shall announce funding award only after
 - a. the contract has been fully executed and
 - b. Announcement activities have been discussed with the Measure A Administrator.
 2. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 3. Contractor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient’s funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:
Funded by Alameda County Measure A Essential Health Care Services Initiative
 4. Materials produced with Measure A funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Measure A, and the recipient will not be additionally reimbursed for use or reproduction.

Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

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**EXHIBIT B-2
TERMS OF PAYMENT**

CONTRACTOR: City of Alameda
PREVIOUS CONTRACT TERM: January 1, 2015-November 30, 2017
PREVIOUS CONTRACT AMOUNT: \$1,742,096
NEW CONTRACT PERIOD: January 1, 2015-November 30, 2018 (a 12 month extension)
NEW CONTRACT AMOUNT: \$2,~~097~~082,096 (an increase of \$~~355~~340,000)

I. Project Budget & Narrative

A. Budget

Previous Contract Term					Second Amendment		
Description/Months	(2 years, 11 month) Program Total	Measure A funding	EMS Funds	Funding Augmentation	Additional Measure A	Alameda Health Systems Funding	
Personnel	Fire Chief-Program Manager (.15 FTE)	\$97,330	\$0	\$0	\$ 49,230	\$ 24,615	\$ 24,615
	EMS Chief (.50 FTE)	\$279,060	\$0	\$171,472			
	EMS Education Coordinator (.50 FTE)	\$143,532	\$0	\$143,532			
	Fire Administrator Supervisor (.10 FTE)	\$28,706	\$0	\$28,706			
	Admin Tech 1 (.10 FTE)	\$14,881	\$0	\$14,881			
	Admin Tech 2 (.10 FTE)	\$16,409	\$0	\$16,409			
	Community Paramedic (2 FTEs)	\$806,932	\$750,000	\$0	\$ 355,000 <u>340,000</u>	\$ 172,500 <u>170,000</u>	\$ 172,500 <u>170,000</u>
	Salary for Training of 6 CPs (40hrs x 8wks)	\$133,011	\$0	\$0			
	Back Fill for Salary (20, 24hr shifts x 6)	\$156,508	\$0	\$0			
	Operations	Vehicle, Maintenance & Fuel	\$70,000	\$0	\$70,000		
Technology & Communication		\$35,000	\$0	\$35,000			
Other Office Supplies & Equipment		\$20,000	\$0	\$20,000			
Project Subtotal	\$1,801,369	\$750,000	\$500,000	\$355,000<u>340,000</u>	\$172,500<u>170,000</u>	\$172,500<u>170,000</u>	
City of Alameda Costs	\$551,369						
Contract Total			\$1,742,096		\$492,096<u>355,000</u>	\$340,000<u>170,000</u>	
Augmented Contract Amount				\$1,742,096<u>2,097,820</u>			

B. Budget Narrative

Personnel Expenses	Description
Fire Chief (.15 FTE)	Provide project direction, Supervise EMS Chief & Fire Admin Supervisor, budget oversight, collaborate with labor and project partners
EMS Chief (.50 FTE)	Program management, direct supervision of the EMS Education Coordinator, and six (2) active and (4) reserve community paramedics.
EMS Education Coordinator (.50 FTE)	Provide site coordination, collaborate on the development of response protocols, develop and deliver local training curriculum, and provide/report on quality improvement plan.
Fire Administrator Supervisor (.10 FTE)	Supervise Admin Tech 1 & Admin Tech 2, Budget/Expense tracking, analyzing, and reporting, Measure A financial reporting
Admin Tech 1 (.10 FTE)	Purchasing, accounts payable
Admin Tech 2 (.10 FTE)	EMS data management and reporting
Community Paramedic 1 (1 FTE)	Service delivery
Community Paramedic 2 (1 FTE)	Service delivery
Salary for Training of 6 CPs (200 hours)	Employee cost during training
Back Fill for Salary (200 hours)	Replacement of personnel during CP training
Operational Expenses	Description
Vehicle, Maintenance & Fuel	Vehicle purchased for program exclusive use, fuel and maintenance during the two year period.
Technology & Communication	Computers, cell phones, radios, and technology related medical equipment.
Other Office Supplies & Equipment	Exclusive use office space including cost of utilities and maintenance. Desks, file cabinets, phones, office supplies and other misc. supplies and equipment.

II. Terms and Conditions of Payment

- A. The total amount of reimbursement under the terms of this Second Amendment of the Agreement shall not exceed \$355340,000. Funds shall be used solely in support of the project's program budget.

- B. Of the total ~~\$355,340,000~~ contract, the ~~\$172,585,000~~ \$170,000 in Measure A funds will only be used to reimburse the Contractor for direct health services provided by the 23.0 FTE Community Paramedic, as shown in Part 1 above.
- C. Contractor shall adhere to the budget amounts allocated by each line item in the Project Budget, Part I A and not divert funding from one line item to another.
- D. Maximum amount the invoices under the original contract should not exceed \$1,742,096. Additionally, Contractor shall invoice the County quarterly for actual expenses incurred, not to exceed ~~\$88,750~~ \$85,000 per quarter under this Second Amendment. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. The final invoice shall be for an amount not to exceed the remaining balance of the contract.
- E. Invoices must be accompanied by a narrative statement on services provided during that invoice period referencing the deliverables on Exhibit A. Narrative reports are due on the 15th of the month following the end of the quarter. Invoices and reports will be reviewed for approval by the Alameda Health Care Services Agency Emergency Medical Services Division Finance Department.
- F. County shall use best efforts to process invoice submitted for reimbursement by contractor within forty-five (45) days of receipt of invoice, reports and any other back up documentation as requested.
- G. County agrees to provide funding for a maximum payment of ~~\$355,000~~ \$340,000 for the 12-month period.
- H. Payment Schedule

County shall pay Contractor a sum not to exceed \$1,250,000 for the period of January 1, 2015 through December 31, 2016. A total of nine (9) payments shall be made as follows:

Payment No.	Service Period	Payment Schedule	Payment Amount Not to Exceed
1	Upon full execution of Standard Services Agreement	Within ten (10) business days of full execution of Standard Services Agreement	\$500,000
2	Jan. to Mar. 2015	April 30, 2015	\$93,750
3	Apr. to Jun. 2015	July 31, 2015	\$93,750
4	Jul. to Sept. 2015	October 31, 2015	\$93,750
5	Oct. to Dec. 2015	January 31, 2016	\$93,750
6	Jan. to Mar. 2016	April 30, 2016	\$93,750
7	Apr. to Jun. 2016	July 31, 2016	\$93,750
8	Jul. to Sept. 2016	October 31, 2016	\$93,750
9	Oct. to Dec. 2016	January 31, 2017	\$93,750

County shall pay Contractor a sum not to exceed \$492,096 under the First Amendment for the period of January 1, 2017 through November 30, 2017. A total of four (4) quarterly payments shall be made as follows:

Payment No.	Service Period	Payment Schedule	Payment Amount Not to Exceed
1	Jan. to Mar. 2017	April 30, 2017	\$123,024
2	Apr. to Jun. 2017	July 31, 2017	\$123,024
3	Jul. to Sept. 2017	October 31, 2017	\$123,024

4	Oct. to Nov. 2017	December 31, 2017	\$123,024
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County shall pay Contractor a sum not to exceed \$~~355340~~,000 under this Second Amendment for the period of December 1, 2017- through November 30, 2018. A total of four (4) quarterly payments shall be made as follows:

1	Dec. 2017 to Mar. 2018	April 30, 2018	<u>\$88,75085,000</u>
2	Apr. to Jun. 2018	July 31, 2018	<u>\$88,75085,000</u>
3	Jul. to Sept. 2018	October 31, 2018	<u>\$88,75085,000</u>
4	Oct. to Nov. 2018	December 31, 2018	<u>\$88,75085,000</u>

I. Invoicing Procedures

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

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
ATTN: Perrie Santiago
1000 SAN LEANDRO BLVD STE 200
SAN LEANDRO CA 94577

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

**Certificate Holder and
Additional Covered Party:**

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

**1000 San Leandro Blvd Suite 200
San Leandro, CA 94577
Attn: Mr. Travis Kusman**

**This certifies that the coverage
Described herein has been issued to:** City of Alameda

Description of Activity: Amendment to Agreement extending the term of the current contract with the County of Alameda EMS to continue the Community Paramedicine pilot program from January 1, 2015 - November 30, 2017.

Date(s) of Activity: January 01, 2015 to November 30, 2017

Location of Activity: Alameda, CA 94577

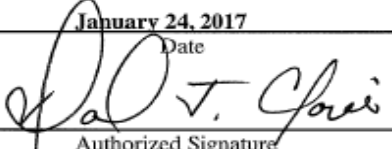
Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$500,000 excess of \$500,000	December 01, 2017

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

January 24, 2017
Date

Authorized Signature

David J. Clovis, ARM, General Manager
Name and Title (Print or type)

Certificate Number: 2014-2015-COC1492

Form C

3201 Doolan Road, Suite 285 • Livermore, CA 94551 • Phone (925) 837-0667 • FAX (925) 290-1543

LOCAL AGENCY WORKERS' COMPENSATION EXCESS
JOINT POWERS AUTHORITY
(LAWCX)

2016-2017 MEMORANDUM OF COVERAGE

DECLARATION

- ITEM #1 COVERED MEMBER: **City of Alameda**
2263 Santa Clara Avenue, Room 230
Alameda, CA 94501
*Expanded Covered Members
Identified in attached Schedule A*
- ITEM #2 COVERAGE PERIOD: FROM 7/1/2016 TO 7/1/2017
12:01 a.m. Pacific Standard Time
- ITEM #3 LIMIT OF LIABILITY:
- a. COVERED MEMBER'S RETAINED LIMIT:
- | | |
|--------------------------------|-----------|
| Workers' Compensation Coverage | \$350,000 |
| Employer's Liability Coverage | \$350,000 |
- b. LAWCX SELF-INSURED RETENTION:
- | | |
|--------------------------------|--|
| Workers' Compensation Coverage | \$5 Million Less
Member's Retained
Limit |
| Employer's Liability Coverage | \$5 Million Less
Member's Retained
Limit |

ON BEHALF OF THE LOCAL AGENCY WORKERS'
COMPENSATION EXCESS JOINT POWERS AUTHORITY



Authorized Signature

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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 necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: City of Alameda

PRINCIPAL: Jill Keimach

TITLE: City Manager

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

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

- to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in

- compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business

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

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

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

Name: City of Alameda

By (Signature): _____

Print Name: Jill Keimach

Title: City Manager

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 Second 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.