



December 28, 2020

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

Dear Board Members:

SUBJECT: APPROVE THE THIRD AMENDMENT WITH ALAMEDA ALLIANCE FOR HEALTH AND THE SECOND AMENDMENT WITH BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. TO PROVIDE ADMINISTRATION OF A CARE MANAGEMENT SERVICE BUNDLE TO MEDI-CAL ELIGIBLE HIGH USERS OF MULTIPLE SYSTEMS AND HOMELESS INDIVIDUALS AS PART OF ALAMEDA COUNTY CARE CONNECT

RECOMMENDATIONS

- A. Approve the Third Amendment to the Standard Services Agreement (Procurement Contract No. 15764) with Alameda Alliance for Health (Principal: Scott Coffin; Location: Alameda) to continue to provide administration of a Care Management Service Bundle to Medi-Cal eligible high users of multiple systems and homeless individuals as part of Alameda County Care Connect, extending the period by 12 months from 7/1/17 - 12/31/20 to 12/31/21 and increasing the amount from \$8,684,669 to \$9,363,269 (an increase of \$678,600); and
- B. Approve the Second Amendment to the Standard Services Agreement (Procurement Contract No. 16848) with Blue Cross of California Partnership Plan, Inc. (Principal: Barsam Kasravi, MD; Location: Glendale) to continue to provide administration of a Care Management Service Bundle to Medi-Cal eligible high users of multiple systems and homeless individuals as part of Alameda County Care Connect, extending the period by 12 months from 7/1/18 - 12/31/20 to 12/31/21 and no change to the contract award of \$849,097

DISCUSSION/SUMMARY

In October 2016, the California Department of Health Care Services (DHCS) awarded Alameda County Health Care Services Agency (HCSA) a \$140 million, five-year Whole Person Care Pilot grant to develop infrastructure and test programs and incentives to better connect physical health, mental health, substance abuse treatment and social supports (including housing connections) for vulnerable Medi-Cal beneficiaries with poor health outcomes. HCSA's program, called Alameda County Care Connect (AC Care Connect), seeks to establish a new, standardized system of care coordination for a target population of Medi-Cal beneficiaries who are homeless and/or frequently in need of crisis services to stabilize their health and achieve their optimal well-being.

Your Board approved the Alameda Alliance for Health's (Alliance) Standard Services Agreement (SSA) on September 26, 2017 (Item No. 20). On July 10, 2018, your Board approved both the Alliance's First Amendment and Blue Cross of California Partnership Plan, Inc.'s (Blue Cross) SSA (Item No. 14). On July 9, 2019, your Board approved both the Alliance's Second Amendment and Blue Cross of California Partnership Plan, Inc.'s (Blue Cross) First Amendment to extend the contract by six months (Item No. 69). The Alliance and Blue Cross have served as the Third Party Administrators of the Care Management Service Bundle (CMSB) for AC Care Connect since July 2017 and July 2018, respectively. The CMSB is a collection of services providing comprehensive care coordination, case management, transitional care, and family support to Medi-Cal patients who have evidence of homelessness at any point within 24 months, and/or high users of multiple systems with continued poor health outcomes. The Alliance and Blue Cross administer the program and form contracts with Community Based Care Management Entities (CB-CME) to provide services to each organization's membership who meet the criteria and are likely to have significantly better health outcomes as a result of this kind of comprehensive care management.

AC Care Connect seeks to extend the contracts with both contractors for an additional 12 months. AC Care Connect's complex case management program was carefully designed to mirror the statewide Health Homes Program funded by DHCS as a Medi-Cal benefit. As such, both the Alliance and Blue Cross will continue to administer the CMSB and build capacity around equipping their contracted CB-CMEs to serve consumers who are experiencing complex medical and social situations including homelessness. Additionally, both the Alliance and Blue Cross are expected to continue to advance consumer data sharing for the new Social Health Information Exchange. This new initiative will enhance service delivery amongst countywide agencies and organizations in order to support the ever-growing network of providers to address social determinants of health in real-time. This extension intends to bridge the transition from both Whole Person Care and the Health Homes Program to the future CalAIM program including Enhanced Care Management which is slated to begin January 2022. The provider network and capacity development supported by this contract will enable a strong launch into CalAIM to serve similar populations of vulnerable Alameda County residents.

To date, both the Alliance and Blue Cross have achieved the following accomplishments:

- Though the total count of consumers enrolled in this service bundle dropped from 450 to about 250 after the launch of Health Hopes which is the preferred funding stream of these identical services, the total number of consumers enrolled collectively through both services is now over 1,000.
- Held monthly CB-CME/Whole Person Care provider learning sessions to support organizations in troubleshooting, training, and relationship building which brought in over 150 providers across 12 organizations. These meetings are leveraged to listen for system-level connection issues that the County is best positioned to address;
- Streamlined data analytics and communications across several organizations to ensure timely processing of payments, thus improving the provider experience and the health outcomes of their consumers;
- Supported more CB-CMEs to engage with HCSA's Community Health Record (CHR) to enable care and service for their consumers' needs across medical, mental health, housing and social sectors;
- Developed collaboration between the Alliance and Blue Cross to better cross-fertilize initiatives for a more regional approach to Whole Person Care practices; and
- Held two CalAIM Orientation Forums for providers from across sectors to educate about this coming program, gauge interest in participation, and establish communication lines to use throughout transition preparation throughout 2021.

SELECTION CRITERIA

In May 2017 and March 2018, HCSA submitted sole source requests for the Alliance and Blue Cross, respectively, to the General Services Agency (GSA) for the purchase of enrollment and administration services of the CMSB to Medi-Cal eligible High Users of Multiple Systems and homeless individuals as part of AC Care Connect. DHCS' requirement that a licensed Medi-Cal Managed Care Organization within the County serve this function provided the basis of both sole source requests. In both cases, an Advance Notice of Sole Source Procurement requests were posted on the County website for 10 days. No responses were received for either posting.

GSA issued findings memos approving of the Departmental Justification to Request a Waiver of the County Competitive Bidding Requirement for the Alliance on May 31, 2017 and for Blue Cross on April 5, 2018. Sole Source Change Orders extending the contract terms and augmenting the contract values for both contractors were previously approved by GSA for Blue Cross on June 11, 2019 (Sole Source No. 7173; Expiration: 12/31/21) and the Alliance on January 11, 2021 (Sole Source No. 7174; Expiration: 12/31/21)

The Alliance is a public entity and is Alameda County's local initiative managed care plan licensed to operate a Health Care Services Plan under the Knox-Keene Health Care Service Plan Act of 1975. The Alliance is a nonprofit organization providing direct services to county residents and has previously received a SLEB Waiver (SLEB Waiver No 7239; Expiration: 12/31/21. Blue Cross is a U.S.-based health insurance company founded in the 1940s and has previously received a SLEB waiver (SLEB Waiver No. 7240; Expiration: 12/31/21).

FINANCING

Funding for the Third Amendment with the Alliance (\$678,600) comes from the State DHCS Whole Person Care Pilot grant. \$678,600 will be included in the Fiscal Year (FY) 2021-2022 MOE Budget request. Existing appropriation for the Blue Cross contract is included in the FY 2020-21 Approved Budget. Approval of these recommendations will have no impact on Net County Cost.

VISION 2026 GOAL

Providing comprehensive and targeted services to Medi-Cal eligible consumers of multiple systems and homeless individuals meets the 10X goal pathways of **Eliminate Homelessness** and **Healthcare for All** in support of our shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Sincerely,

DocuSigned by:



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Colleen Chawla, Director

Health Care Services Agency

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Alameda Alliance for Health, (“Contractor”) with respect to that certain agreement dated as of July 1, 2017 and that certain First Amendment to Agreement executed on July 19, 2018 and that certain Second Amendment to Agreement executed on July 17, 2019 (collectively referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides Alameda County Care Connect Third Party Administrator services to County.

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:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Third Amendment will be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on December 31, 2020. As of the Effective Date, the term of the Agreement is extended through December 31, 2021.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Six Hundred Seventy Eight Thousand Six Hundred dollars (\$678,600). As a result of these additional services, along with the reduction of certain services the not to exceed amount has increased from eight million six hundred eighty-four thousand six hundred sixty-eight dollars and one cent (\$8,684,668.01) to Nine Million Three Hundred Thousand

Sixty Three Thousand Two Hundred Sixty Eight dollars and once cent

(\$9,363,268.01) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:

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 Exhibit B2 hereto, provided that the maximum amount payable to Contractor for the services providing Alameda County Care Connect Third Party Administrator shall not exceed \$ 9,363,268.01 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. A revised Exhibit B, Payment Terms, is attached to this Third Amendment and made a part of the Agreement as Exhibit B3 and replaces Exhibit B2..

7. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Third 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 Third Amendment, 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 voluntary 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.
8. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF ALAMEDA

ALAMEDA ALLIANCE FOR HEALTH

By: Keith Carson
Signature

By: DocuSigned by:
Scott Coffin
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Signature

Name: Keith Carson
(Printed)

Name: Scott Coffin
(Printed)

Title: President of the Board of Supervisors

Title: Chief Executive Officer

Date: February 9, 2021

Date: 12/28/2020

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

By: DocuSigned by:
Raymond J. Leung
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Raymond J. Leung
Deputy County Counsel

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

**EXHIBIT B3
TERMS OF PAYMENT
Alameda Alliance for Health**

Section 1 contains payment terms applicable to services provided from July 1, 2017 through June 30, 2018. Section 2 contains payment terms applicable to services provided from July 1, 2018 through June 30, 2019. Section 3 contains payment terms applicable to services provided from July 1, 2019 through December 31, 2021.

**Section 1
Terms of Payment Applicable To July 1, 2017 – June 30, 2018**

A. Budget Summary (July 1, 2017 to June 30, 2018)

BUDGET JULY 1, 2017- JUNE 30, 2018			
Care Management Services Bundle			
Tier 1 medically complex, social determinants of health issues	Rate per member per month	# of member months	Estimated Cost
July 1, 2017 – December 31, 2017	\$320.95	3	\$962.85
January 1, 2018 – June 30, 2018	\$320.95	100	\$32,095.00
Tier 1 subtotal			\$33,057.85
Tier 2 medically complex, social determinants of health issues and serious mental illness and/or homeless	Rate per member per month	# of member months	Estimated Cost
July 1, 2017 – December 31, 2017	\$473.96	118	\$55,927.28
January 1, 2018 – June 30, 2018	\$473.96	300	\$142,188.00
Tier 2 subtotal			\$198,115.28
Care Management Services Bundle Total			\$231,173.13
Flat fee for Administering Care Management Bundle – Tier 1 & 2			\$678,600.00
Total			\$909,773.13

B. Terms and Conditions of Payment:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed \$909,773.13 for services provided during the period of July 1, 2017 to June 30, 2018 (“Program Year 1”). The total for the Care Management Services Bundle shall not exceed \$231,173.13 for services provided during Program Year 1. The total fee for administering the Care Management Service Bundle shall not exceed \$678,600 for services provided during Program Year 1. Funds shall be used solely in support of the project’s program budget.
2. The County will reimburse Contractor for expenses according to the two methods described below and included in the State of California’s approved Whole Person Care Pilot grant to Alameda County (which is appended as Exhibit G).

***Care Management Services Bundle.** The County shall reimburse Contractor on a per member per month (pmpm) basis using two different rates: a Tier 1 rate of \$320.95 per month and a Tier 2 rate of \$473.96 per month. Payment shall be made on a monthly basis based on enrollee member months, up to the budgeted

enrollment cap and estimated cost for each tier. Total reimbursements for the Care Management Services Bundle shall not exceed \$231,173.13 for services provided during Program Year 1.

***Care Management Service Bundle Administration.** The County shall reimburse Contractor for administering Care Management Bundles Tier 1 and 2 in an amount not to exceed \$678,600 for services provided during Program Year 1. Contractor shall invoice the County on a quarterly basis for reimbursement as follows:

- a. Upon contract execution, Contractor may submit an invoice of \$169,650 for program start-up costs, representing three months of the administration fee (or 25% of the annual amount)
- b. If the following are completed by December 31, 2017, Contractor may submit a second invoice of \$169,650 for program start-up costs, representing three additional months of the administration fee (an additional 25% of the annual amount). County will not issue payment before October 1, 2017.
 - i. Produce a work plan and timeline illustrating how the Contractor plans to scale up the network of Community Based Care Management Entities (CB-CMEs), including projections for number of service bundles delivered by month.
 - ii. Successful identification and assignment of at least 5.0 Full-Time Equivalent (FTE) positions as displayed below and outlined in Alameda County’s Whole Person Care grant.

Alameda Alliance for Health - Annual Costs for Administering the Care Management Bundle					
Role/Title	# FTEs	Rate (Annual)	Salary	Benefits (30%)	Total Annual Compensation
Compliance/Clinical Oversight	0.75	\$ 97,000	\$ 72,750	\$ 21,825	\$ 94,575
RN	0.75	\$ 97,000	\$ 72,750	\$ 21,825	\$ 94,575
MSW	0.75	\$ 68,000	\$ 51,000	\$ 15,300	\$ 66,300
Health Navigator	1.00	\$ 73,000	\$ 73,000	\$ 21,900	\$ 94,900
HealthCare/Reporting Analyst	1.00	\$ 85,000	\$ 85,000	\$ 25,500	\$ 110,500
WPC Program Administrator	0.75	\$ 80,000	\$ 60,000	\$ 18,000	\$ 78,000
G&A Coordinator	0.25	\$ 50,000	\$ 12,500	\$ 3,750	\$ 16,250
Financial Analyst	0.50	\$ 80,000	\$ 40,000	\$ 12,000	\$ 52,000
IT Analyst	0.50	\$ 110,000	\$ 55,000	\$ 16,500	\$ 71,500
TOTAL	6.25	\$ 740,000	\$ 522,000	\$ 156,600	\$ 678,600

- iii. Identification of staff lead responsible for the following activities:
 - Completing Plan Do Study Act (PDSA) work with the County
 - Attending weekly status meetings, including focus on the Community Health Record
 - Attending Clinical Implementation Workgroup meetings
 - Participating in the Care Connect/Health Homes Working Group
 - Participating in the Care Connect Steering Committee
- iv. Completion of the following deliverables as outlined in Exhibit A:
 - Contractor reports a list of Care Connect-eligible clients for Care Management at least monthly and provides written policies and procedures to manage a wait list.
 - Contractor shall provide evidence of contracts with providers to provide Care Management Service Bundles.
 - Contractor shall provide evidence of outlined requirements of providers to effectively engage people, report services, and use the community health record

- Contractor shall provide written policies and procedures to track and report Care Management Service Bundle services, and transmit data to the County.
- c. Between January 1, 2018 and March 31, 2018, if Contractor attests that it has successfully executed contracts with at least 10 Community-Based Care Management Entities (CB-CMEs) and those CB-CMEs are available to serve clients, Contractor may submit a third invoice of \$169,650, representing three additional months of the administration fee. County will not issue payment before February 1, 2018.
 - d. Between April 1, 2018 and June 30, 2018, if Contractor attests that it has successfully executed contracts with at least 15 Community-Based Care Management Entities (CB-CMEs) and those CB-CMEs are available to serve clients, Contractor may submit a fourth invoice of \$169,650, representing three additional months of the administration fee. County will not issue payment before May 1, 2018.
3. The budget may be modified upon mutual agreement by Contractor and HCSA to achieve the outlined deliverables.
 4. The final invoice and report must be received no later than July 31, 2019.
 5. Invoice must be accompanied by a narrative statement on services provided during that invoice period referencing the exhibits in Exhibit A.
 6. County shall process and pay an invoice submitted for reimbursement by contractor within thirty (30) working days of receipt of invoice, reports and any other back up documentation as requested.

C. Invoicing Procedures

Contractor shall invoice the County for actual expenses each month. All invoices shall include PO Number, Service Period, and Invoice Number, accompanied by the required reports and documentation, and should be emailed to **Kathryn Barron**, Communications Assistant at Kathryn.barron@acgov.org and should include **Shannon Eng**, Operations and Integration Liaison (Shannon.Eng@acgov.org) as a copied recipient.

Section 2

Terms of Payment Applicable To July 1, 2018 – June 30, 2019

D. Budget Summary (July 1, 2018 to June 30, 2019)

BUDGET					
JULY 1, 2018- JUNE 30, 2019					
Care Management Services Bundle					
The total budget must not be exceeded over the contract timeframe. There is flexibility in the mix of Tier 1 versus Tier 2 member months of service provided within that limit. Below are two possible scenarios. Any combination of Tier 1 and Tier 2 member months of service are permissible up to the budget limit.					
SCENARIO 1 (all clients served at the higher Tier 2 rate)					
	# of Months in Contract Period	Estimated # of members served each month	Estimated Total Member Months of Service	Rate Per Member Per Month	Estimated Cost
Tier 1 medically complex, social determinants of health issues	12	0	0	\$320.95	\$0.00
Tier 2 medically complex, social determinants of health issues and serious mental illness and/or homeless	12	244	2928	\$473.96	\$1,387,754.88
Scenario 1 Total					\$1,387,754.88
SCENARIO 2 (clients served at with a mix of Tier 1 and Tier 2 rates)					
	# of Months in Contract Period	Estimated # of members served each month	Estimated Total Member Months of Service	Rate Per Member Per Month	Estimated Cost
Tier 1 medically complex, social determinants of health issues	12	64.97660072	779.7192086	\$320.95	\$250,250.88
Tier 2 medically complex, social	12	200	2400	\$473.96	\$1,137,504.00

determinants of health issues and serious mental illness and/or homeless					
Scenario 2 Total					\$1,387,754.88
Flat fee for Administering Care Management Bundle					\$678,600.00
Incentive for CB-CME Enrollment Milestones					\$225,000.00
Total					\$2,291,354.88

E. Terms and Conditions of Payment:

7. The total amount of reimbursement under the terms of this Agreement shall not exceed \$2,291,354.88 for services provided during the period of July 1, 2018 to June 30, 2019 (“Program Year 2”). The total for the Care Management Services Bundle shall not exceed \$1,387,754.88 for services provided during Program Year 2. The total fee for administering the Care Management Service Bundle shall not exceed \$678,600 for services provided during Program Year 2. Funds shall be used solely in support of the project’s program budget. The total incentive reimbursement for CB-CME enrollment shall not exceed \$225,000 for services provided during Program Year 2.
8. The County will reimburse Contractor for expenses according to the two methods described below and included in the State of California’s approved Whole Person Care Pilot grant to Alameda County (which is appended as Exhibit G).

***Care Management Services Bundle.** The County shall reimburse Contractor on a per member per month (PMPM) basis using two different rates: a Tier 1 rate of \$320.95 per month and a Tier 2 rate of \$473.96 per month. Tier 1 and Tier 2 PMPM rates shall include a 5% administrative services only fee to be retained by Contractor. Payment shall be made on a monthly basis based on enrollee member months, up to the budget cap for the contract. Total reimbursements for the Care Management Services Bundle shall not exceed \$1,387,754.88 for services provided during Program Year 2.

***Care Management Service Bundle Administration.** The County shall reimburse Contractor for administering Care Management Bundles Tier 1 and 2 in an amount not to exceed \$678,600 for services provided during Program Year 2. Contractor shall invoice the County on a quarterly basis for 25% of the Administration Fee for Program Year 2 (\$169,650) with a brief narrative report noting completion of all components in Exhibit A per the frequencies noted.

***Incentive Payments to CB-CMEs for Enrollment Milestones.** The County shall reimburse Contractor in an amount not to exceed \$225,000 for services provided during Program Year 2 for one-time payments to each CB-CME for reaching enrollment milestones. The milestones that trigger payment are simultaneous enrollment of 20, 40, and 60 AC Care Connect eligible consumers during Program Year 2 at \$5,000 per CB-CME per milestone. This payment is not counting unduplicated consumers who have ever been enrolled by the CB-CME, but the number of AC Care Connect eligible consumers enrolled at the same time as evidence of expanded capacity to provide the Care Management Service Bundle to more consumers simultaneously.

9. The budget may be modified upon mutual agreement by Contractor and HCSA to achieve the outlined deliverables.
10. The final invoice and report must be received no later than July 31, 2019.
11. Invoice must be accompanied by a narrative statement on services provided during that invoice period referencing the exhibits in Exhibit A.
12. County shall process and pay an invoice submitted for reimbursement by contractor within forty-five (45) working days of receipt of invoice, reports and any other back up documentation as requested.

F. Invoicing Procedures

Contractor shall invoice the County for actual expenses each month. All invoices shall include PO Number, Service Period, and Invoice Number, accompanied by the required reports and documentation, and should be emailed to **Kathryn Barron**, Communications Assistant at Kathryn.barron@acgov.org and should include **Shannon Eng**, Operations and Integration Liaison (Shannon.Eng@acgov.org) as a copied recipient.

Section 3

Terms of Payment Applicable To July 1, 2019 – December 31, 2021

G. Budget Summary (July 1, 2019 to December 31, 2021)

BUDGET			
JULY 1, 2019- DECEMBER 31, 2021			
Care Management Services Bundle			
The total budget must not be exceeded over the contract timeframe. There is flexibility in the mix of Tier 1 versus Tier 2 member months of service provided within that limit. Below are two possible scenarios. Any combination of Tier 1 and Tier 2 member months of service are permissible up to the budget limit.			
SCENARIO 1 (all consumers served at the higher Tier 2 rate)			
	Estimated Total Member Months of Service	Rate Per Member Per Month	Estimated Cost
Tier 1 medically complex, social determinants of health issues	0	\$320.95	\$0.00
Tier 2 medically complex, social determinants of health issues and serious mental illness and/or homeless	9,000	\$473.96	\$4,265,640.00
Scenario 1 Total			\$4,265,640.00
SCENARIO 2 (consumers served at with a mix of Tier 1 and Tier 2 rates)			
	Estimated Total Member Months of Service	Rate Per Member Per Month	Estimated Cost
Tier 1 medically complex, social determinants of health issues	3,600	\$320.95	\$1,155,420.00
Tier 2 medically complex, social determinants of health issues and serious mental illness and/or homeless	6562.199342	\$473.96	\$3,110,220.00
Scenario 2 Total			\$4,265,640.00
Flat fee for Administering Care Management Bundle: June 2019 – Dec 2020			\$1,017,900.00
Flat fee for Administering Care Management Bundle: Jan 2021 – Dec 2021			\$678,600.00
Pre-enrollment Outreach Support, Maximum Total Payment			\$200,000.00
Total			\$6,162,140.00

H. Terms and Conditions of Payment:

13. The total amount of reimbursement under the terms of this Agreement shall not exceed \$6,162,140 for services provided during the period of July 1, 2019 to December 31, 2021. The total for the Care Management Services Bundle shall not exceed \$4,265,640 for services provided during the contract term. The total fee for administering the Care Management Service Bundle shall not exceed \$1,696,500 (\$1,017,900.00 + \$678,600) for services provided during the contract term. Funds shall be used solely in support of the project's program budget. The Pre-enrollment Outreach Support total reimbursement for CB-CME enrollment shall not exceed \$200,000 for services provided during the contract term.
14. The County will reimburse Contractor for expenses according to the two methods described below and included in the State of California's approved Whole Person Care Pilot grant to Alameda County (which is appended as Exhibit G).

***Care Management Services Bundle.** The County shall reimburse Contractor on a per member per month (PMPM) basis using two different rates: a Tier 1 rate of \$320.95 per month and a Tier 2 rate of \$473.96 per month. Tier 1 and Tier 2 PMPM rates shall include a 5% administrative services only fee to be retained by Contractor. Payment shall be made on a monthly basis based on enrollee member months, up to the budget cap for the contract. Total reimbursements for the Care Management Services Bundle shall not exceed \$4,265,640 for services provided during the contract term.

***Care Management Service Bundle Administration.** The County shall reimburse Contractor for administering Care Management Bundles Tier 1 and 2 in an amount not to exceed \$1,696,500 for services provided during the contract term. Contractor shall invoice the County on a quarterly (3-month) basis for 1/10th of the Administration Fee during the contract term (\$169,650) with a brief narrative report noting completion of all components in Exhibit A per the frequencies noted.

***Pre-enrollment Outreach Support.** The County shall reimburse Contractor in an amount not to exceed \$200,000 for services provided during the contract term for face-to-face outreach encounters in field-based homeless settings, in external facility or home settings, or internal in-reach settings within the organization. Those encounters may be billed to AC Care Connect at a rate of \$150, \$00, or \$50 per encounter, respectively, up to a total cap of \$200,000.

15. The budget may be modified upon mutual agreement by Contractor and HCSA to achieve the outlined deliverables.
16. The final invoice and report must be received no later than January 30, 2022.

17. Invoice must be accompanied by a narrative statement on services provided during that invoice period referencing the exhibits in Exhibit A.
18. County shall process and pay an invoice submitted for reimbursement by contractor within forty-five (45) working days of receipt of invoice, reports and any other back up documentation as requested.

I. Invoicing Procedures

Contractor shall invoice the County for actual expenses each month. All invoices shall include PO Number, Service Period, and Invoice Number, accompanied by the required reports and documentation, and should be emailed to **Shannon Eng**, Operations and Integration Liaison (Shannon.Eng@acgov.org).

**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; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$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 Endorsements and Conditions: <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. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2020

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

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

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: PHONE (A/C, H, F): 415-381-2141 FAX (A/C, H, F): 415-998-8923 EMAIL: ADDRESS:	
INSURED Alameda Alliance for Health 1240 South Loop Road Alameda CA 94502		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Company 25445 INSURER B: National Fire Insurance Company of Hartford 20478 INSURER C: Valley Forge Insurance Company 20508 INSURER D: American Casualty Company of Reading 20427 INSURER E: Continental Insurance Company 35289 INSURER F:	


COVERAGES CERTIFICATE NUMBER: 808971500 REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL	POLICY	POLICY EFF	POLICY EXP	LIMITS
TYPE		INSR	NO	(MM/DD/YYYY)	(MM/DD/YYYY)	
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SEN'L AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6078546613	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DISEASE TO RETIRED PERSONS (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP-AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> HIRED AUTO ONLY <input checked="" type="checkbox"/> NON-OWNED AUTO ONLY		6078546580	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6078546594	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	6078546577	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Managed Care - E&O Professional Liability		002435505	7/1/2020	7/1/2021	Per Occurrence \$5,000,000 Project Aggregate \$5,000,000 Per Claim Retention \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Alameda County Social Services Agency, County of Alameda, its Board of Supervisors, the individual members thereof and all county officers, agents, employees and representatives are included as Additional Insureds as respects the General Liability per attached form. Coverage is Primary and Non-contributory as respects the General Liability per the attached form.

CERTIFICATE HOLDER Alameda County Health Care Services Agency 1000 San Leandro Boulevard San Leandro, CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sue Eich</i>
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	<p style="text-align: right;">Financial Services - General Liability Extension Endorsement</p>
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It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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	<p style="text-align: right;">Financial Services - General Liability Extension Endorsement</p>
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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.


**Financial Services - General Liability
Extension Endorsement**
E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

	<p align="center">Financial Services - General Liability Extension Endorsement</p>
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I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
 - a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf,
in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for bodily injury or property damage arising out of your products which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

	<p>Financial Services - General Liability Extension Endorsement</p>
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3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.
- K. Other Person Or Organization**

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

 1. for bodily injury, property damage, or personal and advertising injury arising out of the rendering or failure to render any professional service;
 2. for bodily injury or property damage included within the products-completed operations hazard; nor
 3. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part.
- 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**
 - A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:**

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.
 - B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:**

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.
- 3. BODILY INJURY - EXPANDED DEFINITION**

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.
- 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

 - A. BROAD KNOWLEDGE OF OCCURRENCE**

The Named insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named insured, to a partner, executive officer, manager or member of a Named insured, or to an employee designated by any of the above to give such notice.

CNA	Financial Services - General Liability Extension Endorsement
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B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which the First Named Insured has management control directly or indirectly:

- a. on the effective date of this Coverage Part; or
- b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, and of this endorsement's JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES provision, management control means owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; the management board of a limited liability company; the general partners of a limited partnership; or the partnership managers of a general partnership.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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	<p style="text-align: center;">Financial Services - General Liability Extension Endorsement</p>
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7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were *in personam* against the Named Insured.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

(1) such bodily injury is caused by an occurrence that takes place in the coverage territory.

(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:



**Financial Services - General Liability
Extension Endorsement**

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

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: Alameda Alliance for Health

PRINCIPAL: Scott Coffin TITLE: Chief Executive Officer

SIGNATURE:  DATE: 12/28/2020
9FC0ACFD3A6A42A..

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Blue Cross of California Partnership Plan, Inc., (“Contractor”) with respect to that certain agreement dated as of July 1, 2018 and that certain First Amendment to Agreement executed on July 17, 2019 (referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides Alameda County Care Connect Third Party Administrator services to County.

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:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second 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 December 31, 2020. As of the Effective Date, the term of the Agreement is extended through December 31, 2021.
4. **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 Second Amendment, 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 voluntary 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.

- 5. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF ALAMEDA

BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.

By: Keith Carson
Signature

By: 
Signature

Name: Keith Carson
(Printed)

Name: Barsam Kasravi, MD
(Printed)

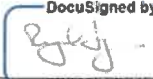
Title: President of the Board of Supervisors

Title: President

Date: February 9, 2021

Date: 12/28/2020

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

By: 
Raymond J. Leung
Deputy County Counsel

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

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>Endorsements and Conditions:</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. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME Robin Johnston PHONE (A/C No. Ext): 818-539-1354 FAX (A/C No.): 818-539-1654 E-MAIL ADDRESS: robin.johnston@aig.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Great American Insurance Company of NY</td> <td>22136</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Great American Insurance Company of NY	22136	INSURER C: American Zurich Insurance Company	40142	INSURER D: Zurich American Insurance Company	16535	INSURER E:		INSURER F:
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INSURER D: Zurich American Insurance Company	16535													
INSURER E:														
INSURER F:														
INSURED ANTHINC-02 Anthem, Inc. And its Subsidiaries 2015 Staples Mill Road Mail Drop VA2001-N350 Richmond VA 23230														

COVERAGES CERTIFICATE NUMBER: 1838430471 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADL BND	UBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDO G71567928	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 28,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Per Occurrence Ded \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY			ISA H25283551	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Per Accident Ded \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			LMB 8986769	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ PER STATUTE OTH-ER
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB286260-18 EWS5347154-14 WCB8376766-17	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject to policy terms, conditions and exclusions.
 Named Insured includes: Blue Cross of California Partnership Plan, Inc. County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives included as Additional Insured, per ISO Form CG20260413, when required by written contract for General Liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER Alameda County Health Care Services Agency Attn: Alan Ren 1000 San Leandro Blvd, Suite 140 San Leandro CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Anthem, Inc.			Endorsement Number 16
Policy Symbol HDO	Policy Number 671567928	Policy Period 05/01/2019 to 05/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY COVERAGE**

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

CG2026

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2019

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

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

PRODUCER Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Admiral Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 22667 24856

COVERAGES **CERTIFICATE NUMBER:** W10005733 **REVISION NUMBER:**

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

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Managed Care B60 Managed Care B60 Retentions			MSP G21816097 013	01/31/2019	01/31/2020	Aggregate \$15,000,000 SIR - Each Claim \$10,000,000 SIR- Class Action \$50,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER Alameda County Health Care Services Agency Attn: Alan Ren 1000 San Leandro Blvd., Suite 140 San Leandro, CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: _____
 LOC#: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Virginia, Inc.		NAMED INSURED Blue Cross of California Partnership Plan, Inc. 220 Virginia Avenue Indianapolis, IN 46204	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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

INSURER AFFORDING COVERAGE: Admiral Insurance Company NAIC#: 24856
 POLICY NUMBER: MCH-ED-10043-0118-02 EFF DATE: 01/31/2019 EXP DATE: 01/31/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Managed Care E40	\$9,000,000 XS	\$15,000,000

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: Blue Cross of California Partnership Plan, Inc.

PRINCIPAL: Barsam Kasravi, MD TITLE: President

SIGNATURE:  DATE: 12/28/2020
DocuSigned by:
6BE3C977AA534F3...