



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

January 12, 2021

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

Dear Board Members:

**SUBJECT: APPROVE THE SECOND AMENDMENTS TO THE STANDARD SERVICES AGREEMENTS WITH ABODE SERVICES, LLC AND BAY AREA COMMUNITY SERVICES TO CONTINUE TO PROVIDE LANDLORD LIAISON, HOUSING SUBSIDY MANAGEMENT SERVICES, AND HOUSING EDUCATION AND COUNSELING SERVICES**

**RECOMMENDATIONS**

- A. Approve the Second Amendment to the Standard Services Agreement (Procurement Contract No. 15675) with Abode Services, LLC (Principal: Louis Chicoine; Location: Fremont) to continue to provide Landlord Liaison and Housing Subsidy Management services, extending the contract period from 9/1/17 - 12/31/20 by three months until 3/31/21, with no change in the contract amount of \$6,752,201; and
- B. Approve the Second Amendment to the Standard Services Agreement (Procurement Contract No. 15768) with Bay Area Community Services (Principal: Jamie Almanza; Location: Oakland) to continue to provide Landlord Liaison, Housing Subsidy Management services, and Housing Education and Counseling services for individuals experiencing homelessness, extending the contract period from 9/1/17 - 12/31/20 by three months until 3/31/21, with no change in the contract amount of \$8,552,556

**SUMMARY/DISCUSSION**

The Whole Person Care (WPC) Pilot Program is a five-year program of Alameda County Health Care Services Agency (HCSA) funded by California Department of Health Care Services (DHCS)'s Medi-Cal 2020 1115 waiver, with the goal to provide more efficient, high-quality and integrated care by better coordinating physical health, behavioral health and social services for Medi-Cal patients who are high users of multiple systems, yet continue to have poor health outcomes.

On September 26, 2017, your Board approved the Standard Services Agreements with Abode Services, LLC and Bay Area Community Services (Item No. 19). On January 14, 2020, your Board approved the First Amendments with Abode Services, LLC and Bay Area Community Services (Item No. 18). The scope of work and combined services include: cultivating and sustaining relationships with property owners and management companies to secure permanent supportive housing units for homeless and formerly homeless people with disabilities; identifying landlords willing to accept clients and subsidies from the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) and State Mental Health Services Act (MHSA) rental assistance programs; support landlords when issues arise as a result of their involvement in these programs; directly manage some HUD CoC and MHSA-funded housing subsidies; coordinate with service providers and public

housing agencies (Public Housing Authorities and City Housing Departments) involved with managing housing subsidies to ensure landlord concerns are addressed in a timely and appropriate fashion; and operate a landlord incentive and risk mitigation fund.

Additionally, Bay Area Community Services (BACS) is responsible for housing education and counseling services in collaboration with a network of Housing Resource Centers as part of a coordinated entry system for persons experiencing homelessness and those at risk of homelessness throughout Alameda County. The housing education and counseling services have helped clients with their housing search process; helped clients understand the rights and responsibilities associated with tenancy; helped clients address barriers to obtaining or maintaining housing; and supported the provision of online resources that simplify the process of finding and obtaining housing.

To date, Abode Services, LLC and BACS have helped the County achieve the following accomplishments:

1. Worked with landlords to secure 230 new permanent supportive housing units for homeless and formerly homeless people with disabilities;
2. Worked with existing landlords to mitigate issues and maintain 266 existing units of permanent supportive housing;
3. Provided more than \$40,000 of incentive funds to landlords willing to rent to those who are homeless and formerly homeless with disabilities; and
4. Provided more than \$120,000 of risk mitigation funds to help maintain the permanent supportive housing units.

Additionally, BACS, through this contract, has conducted 392 housing education workshops across the County and expanded to nine different locations, providing daily help to those experiencing homelessness or at risk of homelessness.

Approval of these amendments would allow Abode Services, LLC and BACS to continue to provide more of the contracted services, including adding new units, maintaining relationships with landlords and assisting with any issues related to existing permanent supportive housing units, and providing housing education workshops through March 31, 2021.

### **SELECTION CRITERIA**

*In March 2017, Health Care Services Agency (HCSA) released a formal Request for Proposal (RFP) for Landlord Liaison and Housing Subsidy Management Services and Housing Education and Counseling Services. By the response due date of March 28, 2017, 8 proposals were received from 5 bidders. Upon review, all bids met the minimum qualifications and were forwarded to the County Selection Committee (CSC) for a full evaluation. The CSC found that the bids by Abode Services, LLC and Bay Area Community Services met the full scope requirements as stated in the RFP and related Addenda and demonstrated a good understanding of the County's need to work with property owners and management companies to secure more permanent supportive housing units and provide incentives and support to existing landlords as part of a coordinated system and entry process for persons experiencing homelessness or that are at-risk of homelessness throughout Alameda County.*

*Abode Services, LLC is a non-profit organization that provides direct services to County residents and, therefore, is exempt from the Small, Local and Emerging Local Business (SLEB) policy requirements. Bay Area Community Services is a certified Small SLEB vendor (Certification No. 14-00052; Expiration Date: 3/31/2022).*

**FINANCING**

Appropriations related to the BACS and Abode contracts for these services are funded by Whole Person Care revenue already included in the FY 2020-21 Approved Budget. Approval of the time-only contract extensions will have no impact on net County cost.

**VISION 2026 GOAL**

Providing landlord liaison, housing subsidy management, housing education and counseling services, and other integrated and supportive housing care coordination services meets the 10X goal pathways of **Eliminating Homelessness** in support of our shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Sincerely,

DocuSigned by:  
  
CB284AE84C50405...  
Colleen Chawla, Director  
Health Care Services Agency

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Abode Services, (“Contractor”) with respect to that certain agreement entered by them on September 1, 2017, as amended by that certain First Amendment to Agreement executed on January 14, 2020 (referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides Landlord Liaison and Housing Subsidy Management 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 March 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.

C-15675

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 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.

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.

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

COUNTY OF ALAMEDA

By: *Keith Carson*  
Signature

Name: Keith Carson  
(Printed)

Title: President of the Board of Supervisors

Date: February 24, 2021

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

By: *[Signature]*  
Raymond J. Leung  
Deputy County Counsel

ABODE SERVICES

By: *Louis Chicoine*  
Signature

Name: Louis Chicoine  
(Printed)

Title: Executive Director

Date: 12/28/2020

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:

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





POLICY NUMBER: 201903766NPO  
Named Insured: Allied Housing, Inc., Abode Services

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, Agents, employees and representatives</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Abode Services

PRINCIPAL: Louis Chicoine

TITLE: Executive Director

SIGNATURE

DocuSigned by:  
*Louis Chicoine*  
E619ABD894F94F9...

DATE: 12/28/2020



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  - b. By signing this Second Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:

D-15768

- (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.
4. 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.

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

COUNTY OF ALAMEDA

BAY AREA COMMUNITY SERVICES

By:   
Signature

By:   
Signature

Name: Keith Carson  
(Printed)

Name: Jamie Almanza  
(Printed)

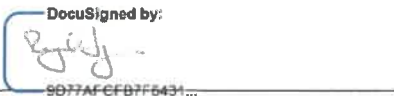
Title: President of the Board of Supervisors

Title: Executive Director

Date: February 24, 2021

Date: 1/14/2021

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**

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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TT

DATE (MM/DD/YYYY)

06/25/2020

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

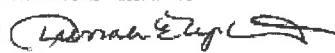
<b>PRODUCER</b> BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland		<b>CONTACT</b> NAME? PHONE (A/C, No. Ext): _____ FAX (A/C, No.): _____ E-MAIL: _____ ADDRESS: PRODUCER CUSTOMER ID #: <b>BAYAR-8</b>	
<b>INSURED</b> Bay Area Community Svcs., Inc. East Bay Transitional Homes Adolescent Treatment Center dba Thunder Road 390 40th Street Oakland, CA 94609		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>NonProfits' Ins. Alliance of CA</b> NAIC # <b>011845</b> INSURER B: <b>Redwood Fire &amp; Casualty</b> <b>11673</b> INSURER C: <b>The Hartford</b> <b>38261</b> INSURER D: _____ INSURER E: _____ INSURER F: _____	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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.

INS. LTR	TYPE OF INSURANCE	ADD'L SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	X	2020-02157-NPO	07/01/2020	07/01/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/DP AGG \$ <b>2,000,000</b> Emp Ben. \$ <b>Included</b>
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2020-02157-NPO	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (EA. ACCIDENT) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (PER ACCIDENT) \$ _____ \$ _____ \$ _____
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB    CLAIMS-MADE DEDUCTIBLE \$ _____ <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>		2020-02157-UMB-NPO	07/01/2020	07/01/2021	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$ _____ \$ _____
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	BAWC124235	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. LEB. E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	Crime		51 BDD GT1392	07/01/2020	07/01/2021	<b>2,500,000</b> Limit      Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 County of Alameda, its Board of Supervisors, the individual members thereof, & all County officers, agents, employees, volunteers, & representatives are named as additional insured. Additional insured applies to General Liability policy only.

<b>CERTIFICATE HOLDER</b>  Alameda County Health Care Services Agency Office of the Agency Director 1000 San Leandro Blvd, Ste 300 San Leandro, CA 94577	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (06/98)M

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POLICY NUMBER: 2020-02157

Named Insured: Bay Area Community Services, Inc., East Bay Transit

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Bay Area Community Services

PRINCIPAL: Jamie Almanza TITLE: Executive Director

SIGNATURE: Jamie Almanza DATE: 1/14/2021  
DocuSigned by: 2CFE83C6436342A...

