



January 21, 2021

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

**SUBJECT: APPROVE THE SECOND AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH BAY AREA LEGAL AID TO CONTINUE PROVIDING HOUSING LEGAL SERVICES**

Dear Board Members:

**RECOMMENDATION**

Approve the Second Amendment to the Standard Services Agreement (Procurement Contract No. 15766) with Bay Area Legal Aid (Principal: Genevieve Richardson; Location: Oakland) to continue providing Housing Legal Services, extending the term from 10/1/17 –12/31/20 by 12 months to 12/31/21, and increasing the contract amount from \$2,517,987 to \$2,872,987 (\$355,000 increase)

**SUMMARY/DISCUSSION**

The Whole Person Care (WPC) pilot is a five-year program authorized under California's Medi-Cal 2020 waiver aimed at providing more efficient, high-quality and integrated care by better coordinating physical health, behavioral health and social services for Medi-Cal patients who are homeless, and/or high users of multiple systems with continued poor health outcomes. Recognizing that people need basics such as housing and food to stay in good health, the WPC Pilot allows grantees to use Medi-Cal funding for services not usually thought of as healthcare, such as helping people find and stay in housing, and for infrastructure that supports health, housing, and human services system integration.

On September 26, 2017, your Board approved the Standard Services Agreement with Bay Area Legal Aid (BALA) to operate a countywide Legal Call Center (Tenant's Rights Line) to triage legal issues as they relate to housing (Item No. 14). On August 4, 2020, your Board approved the First Amendment with BALA to continue providing legal workshops and legal services. Since that time, BALA has accomplished the following:

- Developed and delivered 110 housing legal workshops in all five regions of Alameda County in partnership with the Housing Resource Centers and the countywide Housing Education and Counseling service providers;
- Triage 5,700 cases through the Tenant's Rights Line; and
- Delivered individual legal services to 400 households resulting in 150 households preserving their housing.

Approval of amendment would allow BALA to provide the following services:

1. maintain the Tenant's Rights call center to respond to an estimated 2000 in calls related to Fair Housing, unlawful detainers, housing preservation and assisting individuals experiencing domestic violence; and

2. provide individual legal representation, advice, and counsel for the currently 110 open cases and serve an additional 180 client households in 2021 to help them prevent the loss of their housing or to secure permanent housing.

### **SELECTION CRITERIA**

*In March 2017, Health Care Services Agency released a formal Request for Proposals for Housing Legal Services for Medi-Cal Eligible Individuals. By the response due date of May 4, 2017, only one proposal was received from one bidder (Bay Area Legal Aid). Upon review, the bid met the minimum qualifications and was forwarded to the County Selection Committee for a full evaluation. The County Selection Committee found that the bid by Bay Area Legal Aid met the full scope requirements as stated in the RFP and related Addenda and demonstrated a good understanding of the County's need to provide housing legal services as part of a coordinated system and entry process for persons experiencing homelessness or that are at-risk of homelessness throughout Alameda County.*

*Bay Area Legal Aid is a non-profit organization that provides direct services to county residents and; therefore, is exempt from the Small and Emerging Local Business program requirements.*

### **FINANCING**

Funding for this recommendation (\$355,000) comes from the Whole Person Care grant and is included in the Fiscal Year 2020-2021 Final Budget. This funding will augment the Homelessness Action Plan. Approval of this recommendation will have no impact on Net County Cost.

### **VISION 2026 GOAL**

Providing legal services to Alameda County residents with housing issues meets the 10X goal pathway of **Eliminating Homelessness** 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

**SECOND AMENDMENT TO AGREEMENT**

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Bay Area Legal Aid, (“Contractor”) with respect to that certain agreement entered by them on September 26, 2017 as amended by that certain First Amendment to Agreement entered by them on August 4, 2020 (referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides housing legal services for Medi-Cal eligible individuals 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 terms 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 Three Hundred Fifty Five Thousand dollars (\$355,000). As a result of these additional services the not to exceed amount has increased from Two Million Five Hundred Seventeen Thousand and Nine Hundred Eighty Seven dollars (\$2,517,987) to Two Million Eight Hundred Seventy Two Thousand Nine Hundred Eighty Seven dollars (\$2,872,987) 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 B-1 hereto, provided that the maximum amount payable to Contractor for the services providing housing legal services for Medi-Cal eligible individuals shall not exceed \$2,872,987 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. Exhibit A2, Program Description and Performance Requirements, is attached to this Second Amendment and is hereby incorporated into the Agreement by this reference.

7. Exhibit B2, Terms and Conditions for Payment, is attached to this Second Amendment and is hereby incorporated into the Agreement by this reference.

8. Exhibit B2-1, Budget, is attached to this Second Amendment and is hereby incorporated into the Agreement by this reference.

9. 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

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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 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.
  
- 10. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

BAY AREA LEGAL AID

By: Keith Carson  
Signature

By: Genevieve Richardson  
Signature

Name: Keith Carson  
(Printed)

Name: Genevieve L. Richardson  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: February 24, 2021

Date: 1/25/2021

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 A2**  
**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

CONTRACTOR:	Bay Area Legal Aid
ORIGINAL TERM:	October 1, 2017 – June 30, 2020
ORIGINAL AMOUNT:	\$2,163,417
FIRST AMENDMENT TERM:	October 1, 2017 – December 31, 2020 (extension of 6 months)
FIRST AMENDMENT AMOUNT:	\$2,517,987 (increase of \$354,570)
SECOND AMENDMENT TERM:	January 1, 2021 – December 31, 2021 (extension of 12 months)
SECOND AMENDMENT AMOUNT:	\$2,872,987 (increase of \$355,000)

**Contracted Services**

- Operate a countywide **Legal Call Center** (Tenant's Rights Line) to triage legal issues as they relate to housing
- Provide **legal representation**, brief services, and advice and counsel for specific qualified and prioritized Alameda County Care Connect clients

**Program Goals**

- Provide a variety of housing legal services as part of a coordinated system to prevent and end homelessness
- Help Medi-Cal enrolled and eligible beneficiaries that are homeless or at-risk of homelessness obtain and maintain permanent housing in the community
- Improve Alameda County Care Connect client outcomes by participating in countywide data-sharing and care coordination
- Reserve more costly and adversarial legal interventions for situations in which low-cost mediation and conflict resolution strategies prove ineffective in meeting the needs of the clients

**Program Eligibility**

Contractor shall primarily serve households through workshops and Tenant's Rights Line who:

- Are living in Alameda County; AND
- Are literally homeless per HUD's definition of homelessness, using categories 1 (Literally Homeless), 2 (Imminent Risk of Homelessness), 3 (Homeless Under Other Federal Statutes), 4 (Fleeing/Attempting to Flee Domestic Violence), OR have been literally homeless in the last 24 months, OR are experiencing a housing crisis (SEE EXHIBIT A1-1: HOMELESS DEFINITION CRITERIA AND RECORD KEEPING REQUIREMENTS).

Contractor shall provide more intensive legal services (legal representation, brief services, and advice and counsel) to clients who:

- Are eligible for AC Care Connect:
  - Are living in Alameda County; AND
  - Are enrolled in or eligible for Medi-Cal; AND

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- Have agreed to enrollment in AC Care Connect; AND
- Are literally homeless (HUD homeless definition categories 1-4; see above under Program Eligibility) or have been literally homeless in the last 24 months; **OR** are experiencing a housing crisis

Tenant's Rights Line will be accessible to the public and geared toward assisting anyone in Alameda County who is literally homeless or experiencing a housing crisis. 211 Information and Referral shall also refer callers with a housing crisis to Housing Legal Assistance Line.

Households receiving individual housing legal services (legal representation, brief services, and advice and counsel) will be assessed by Contractor for Medi-Cal eligibility and enrolled in the County's Whole Person Care Pilot (SEE EXHIBIT A1-2: CONTRACTOR MEDI-CAL VERIFICATION PROCESS).

Individuals enrolled in AC Care Connect will have additional health care resources available to them. Eligibility and registration processes for AC Care Connect will be developed by HCSA staff. HCSA staff and AC Care Connect, will maintain oversight of referral mechanisms into these services.

Contractor will verify a client's current Medi-Cal eligibility by one of the following methods:

- a) Alameda County Social Services Medi-Cal Center: (510) 777-2300 or 1-(800) 698-1118;
- b) California Department of Health Care Services Medi-Cal hotline: (800) 541-5555;
- c) Lookup Medi-Cal eligibility online for those with an approved provider agreement: <http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>
- d) My Benefits CalWin: [www.mybenefitscalwin.org](http://www.mybenefitscalwin.org) (must create an online client account to apply for and track county-managed public benefits status);
- e) Contact an Alameda County Health Care Services Agency Health Information Technician (HIT): 1-(800) 422-9495

### Terms of Service

1. All Alameda County Care Connect services defined under this contract shall be in adherence with Special Terms and Conditions (STCs) and any other California Department of Health Care Services requirements of the Whole Person Care Pilot, as well as all applicable state and federal regulations.
2. Attorney staff shall be members of the California Bar Association in good standing.
3. When required, legal services shall be provided by attorneys licensed in the State of California; or admitted to practice in California under the California Bar rules for the Registered Legal Services Attorney Program.
4. Contractor shall have a planned staffing that complies with the California Rules of Court for the proper assignment of work based on this contract.



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5. Contractor shall have a data system to track the provision of legal services to clients including the ability to modify the data system to add additional required fields and extract data as required by the County.
6. All services defined under this contract shall be performed in the following regions:
  - North County/Berkeley (includes Berkeley & Albany)
  - North County/Oakland (includes Oakland, Emeryville, Piedmont)
  - Mid-County & Unincorporated (includes Hayward, Alameda, Castro Valley, San Leandro, San Lorenzo and other western unincorporated areas)
  - South County (includes Fremont, Newark, Union City)
  - East County (includes Livermore, Pleasanton, Dublin and eastern unincorporated county)
7. Contractor staff shall participate in developing best practices countywide around resolving housing issues. Legal services shall be aligned with a person-centered approach, a trauma-informed lens, and include involvement of family and community whenever possible in client plans.
8. Contractor shall engage in collaboration and partnerships. The contracted services described here are part of a comprehensive system designed to meet the needs of people experiencing homelessness and housing crises in a fair and consistent manner across the county. This requires strong coordination and collaboration. Contractors shall:
  - Collaborate with HCSA, Alameda County Housing and Community Development, EveryOne Home, and other homeless and housing navigators and housing care managers to coordinate client care and ensure clients receive the services and supports they need to achieve and maintain health and housing stability.
  - Attend regularly scheduled and as-needed coordination/team meetings with all Coordinated Entry System partners, including the entities referenced above, to manage client care and problem solve around tenant, building, and community issues.
  - Participate in Coordinated Entry System Learning Collaboratives and specific AC Care Connect training initiatives to improve client services, develop universal language, best practices, etc.

**A. Tenant's Rights Line**

The Countywide Call Center operated by 2-1-1 is expected to be a high-volume entry point into the coordinated system for persons experiencing homelessness or who are at risk of homelessness. The Countywide Call Center will screen and refer clients from all regions of the County to appropriate resources for further assessment and services, including housing legal services.

Contractor shall receive calls routed through the Countywide Call Center, or from callers directly accessing a toll-free hotline provided by Contractor, with staff available to triage specific housing issues and direct legal questions to attorneys as appropriate. General housing problem solving and connection to HRCs is the primary responsibility of the Countywide Call Center, although the Tenant's Rights Line may redirect clients to HRCs or

other appropriate resources. The intent of the Tenant's Rights Line operated by Contractor is to address issues that require more in-depth legal expertise.

Functions of the Tenant's Rights Line for housing-related legal issues shall include:

- **Triage of Housing Issues:** It is anticipated that callers will have a range of housing issues for which they are seeking legal advice. Contractor shall triage these calls and offer a range of responses including connection with an attorney for follow-up, and/or directing callers to scheduled housing legal assistance workshops in each region.
- **24/7 Coverage:** Contractor shall link with the Countywide Call Center or coordinate other plans for clients seeking services after-hours. After-hours coverage may include making referrals to attorneys for the next available day and/or making appointments on the client's behalf.
- **Language Capacity and Accessibility:** Contractor shall have language capability in the Medi-Cal threshold languages spoken by beneficiaries in the County. The Tenant's Rights Line shall also provide adequate TTY (Teletype Device)/TDD or Telecommunications Relay Services.

**B. Individual Legal Services (including limited and full scope representation; assisting; advising; and brief services)**

It is expected that some clients will have housing issues beyond what can be addressed through the Tenant's Rights Line. For these clients, the Contractor shall provide individual legal assistance and representation if warranted, and as caseloads allow. Contractor will collaborate and coordinate closely with other housing navigators and housing care managers involved in the client's care and support them in the development and maintenance of housing plans.

The County will work with Contractor to develop policies and procedures for Contractor to follow in identifying individuals for these intensive services, as well as enrollment in AC Care Connect. Contractor will provide Housing Solutions for Health staff at the Alameda County Health Care Services Agency with list of individuals to be served so that the County can confirm eligibility and enrollment in AC Care Connect.

Legal services that can help stabilize the housing situation of individuals and families may include:

- Resolving inappropriate denials or terminations from housing from private and non-profit owned housing, public housing authorities, and other entities that impact access to or retention of housing, and helping to appeal rejections;
- Addressing violations of Fair Housing, the ADA or other forms of housing discrimination that may result in a client being unfairly denied access to housing or being at risk of losing their housing;

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- Providing eviction defense, including representation in court or arbitration as needed, and/or negotiating payment plans and other agreements with landlords and their representatives to retain tenancy or to end tenancy without an eviction;
- Addressing legal barriers to housing in a client's housing or other history, including criminal record barriers, credit barriers, obstacles posed by domestic violence, and other legal matters that may impact the client's ability to obtain or maintain housing;
- Addressing habitability or accessibility issues in a currently or to be rented unit;
- Making referrals to other types of legal assistance when other forms of representation may be needed; in the provision of these services and in connection with the goals of the overall system, Contractor is encouraged to be creative in seeking to resolve crises in ways that not only assist clients but also preserves the due process, fair housing, and other rights of tenants and promotes the affordability, accessibility and the overall supply of quality housing available to persons experiencing homelessness and extremely low income individuals in Alameda County.

Contractor shall work with a client and, with the client's permission, their housing navigator or housing care manager, to set goals for the legal assistance and may participate in developing housing retention plans and/or housing alternatives prior to embarking on legal action. Legal assistance should reserve more costly and adversarial interventions for situations in which low-cost, mediation and conflict resolution strategies prove ineffective in meeting the needs of the clients.

**Contract Deliverables**

Contractor shall provide the following services/deliverables. Future system measures may be added through a joint process between the County and EveryOne Home's Results Based Accountability (RBA) Committee.

**1. Process Measures**

<b>PROGRAM DELIVERABLES</b>	<b>PERFORMANCE MEASURES</b>	<b>DATA SOURCE</b>
Provide legal services through a Tenant's Rights Line – at least 1470 cases triaged	Number of calls received and cases triaged by the Tenant's Rights Line	Monthly service log
Contractor shall provide individual Legal Services to 120 clients annually	Number of clients provided individual legal services annually	Monthly service log

**2. Quality Measures**

<b>SERVICE DELIVERY</b>	<b>PERFORMANCE MEASURES</b>	<b>DATA SOURCE</b>
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Contractor shall respond to at least 1470 calls to the Tenant's Rights Line within an established period of time	% of calls that were responded to within 24 business hours	Monthly service log
Contractor shall provide individual Legal Services that result in the client's legal issues resolved	% of clients receiving individual legal services will have their legal issues resolved	Survey tool (to be developed)

**3. Outcome Measures**

<b>SERVICE DELIVERY</b>	<b>PERFORMANCE MEASURES</b>	<b>DATA SOURCE</b>
Contractor shall support clients in obtaining or maintaining permanent housing	Of clients receiving individual legal services, % obtained or maintained permanent housing	Monthly service log

**Reporting & Evaluation Requirements**

Upon contract execution, Contractor shall participate in online RBA training and certify participation to County (<https://acphd.adobeconnect.com/p1sxa7sxqd/>).

Contractor shall submit any reports requested by County financial or program monitors as needed or requested. Contractor shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding.

Contractor shall submit monthly reports with the following elements to document progress toward the deliverables above:

- Client log (for phone triage)
  - Unique Identifier
  - # in household
  - Age, gender
  - Information/counseling provided
  - Any referrals requested, referrals made
  - Open individual case or not
- Client information (for individual legal services)
  - Client name
  - Medi-Cal status and CIN # if available for all clients enrolled. The Medi-Cal Client Identification Number (CIN) can be found on a client's Medi-Cal Benefits Identification Card (SEE EXHIBIT A1-3: SAMPLE MEDI-CAL BENEFITS IDENTIFICATION CARD).
  - # in household
  - Age, gender, race of head of household
  - Current housing status (HUD living situation list)
  - Service received, information/counseling provided by topic area
  - Any referrals requested, referrals made
  - Individual legal representation

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If case resolved, housing status, number of people impacted and any monetary outcomes,

Monthly reports shall include monthly data for performance measures (identified above during each reporting period as well as cumulative, (fiscal) year-to-date totals when applicable. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. All reports are due on the 15<sup>th</sup> of the following month for the preceding month or quarter. It is expected that data clean-up and quality assurance is completed by this deadline for the reporting period.

If reporting requirements cannot be met by the above deadlines, Contractor shall immediately contact AC Care Connect with the reason for delay and the estimated date for report completion. It is within the discretion of AC Care Connect to extend any due date. Lack of notification or failure to meet a deadline can result in withheld payment or fund reduction. Contractor may include hardcopies but must include an electronic version of the report submission with each invoice to receive payment.

**Additional Requirements**

**Certification/Licensure/ Confidentiality**

- Contractor shall maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.
- Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to HIPAA and HITECH when applicable.

**EXHIBIT B2  
TERMS AND CONDITION FOR PAYMENT**

Bay Area Legal Aid

**Terms and Conditions of Payment:**

- The total amount of reimbursement under the terms of this Agreement shall not exceed \$745,139 in Year 1, \$709,139 in Year 2, and \$709,139 in Year 3, \$354,570 in Year 4, \$355,000 in Year 5, subject to amendment by the County depending on additional fund availability and program performance. Funds shall be used solely in support of the program budget, as set forth in Attachment B1.
- Funds under this contract are subject to the County's Cash Advance Policy in accordance with Government Code 11019 based on the following guidelines:
  - Agencies must be community-based, private, nonprofit organizations.
  - Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
  - A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
  - The cash advance must be repaid in cash and include a recoupment plan.
  - Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.

**Invoicing**

- The final invoice shall be for an amount not to exceed the remaining balance of the contract. **The final invoice and accompanying reports must be received no later than Jan 15, 2022.**
- All invoices must be accompanied by reports described in Exhibit A, with the exception of the program start-up invoice upon contract execution.
- County shall use best efforts to process invoices submitted for reimbursement by Contractor within thirty (30) working days of receipt of complete and accurate invoice, reports, and any other back up documentation as requested.

**Invoicing Procedures:**

- Contractor shall invoice the County in accordance with the schedule of payment in the Invoicing section above. All invoices shall include Purchase Order (PO) number, Invoice Date, Service Period, and Invoice Number, Contract Balance, Actual Expenditures (according to approved budget in Exhibit B1-1), Invoice Total Amount and accompanied by the required reports and documentation, and should be emailed to:

**MORGAN BRANNON – [MORGAN.BRANNON@ACGOV.ORG](mailto:MORGAN.BRANNON@ACGOV.ORG)  
CC: KATHLEEN FRASER – [KAT.FRASER@ACGOV.ORG](mailto:KAT.FRASER@ACGOV.ORG)**

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- The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of client service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations. If payment of claims is to be delayed, the following procedures will be followed:
  - a. Contractor shall be notified by telephone within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
  - b. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.
  - c. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.
- Contractor shall submit all claims for reimbursement under this Agreement within thirty (30) days following the expiration of this Agreement. All claims submitted after thirty (30) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after thirty (30) days following the expiration date of the Agreement will be disallowed under audit by the County.

### **Sub-Contractor Requirements:**

- If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- Contractor shall ensure that all sub-contracts, scopes of services, line item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-

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contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

- Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed.

### **Financial Controls, Records, and Audit:**

- Contractor shall bear financial responsibility for the provision of services rendered to the target population.
- Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

### **Other Provisions:**

- The continuation of this Contract and payments hereunder shall be subject to the availability of funds to the County of Alameda. Alameda County agrees to notify the Contractor in writing of any modifications related to changes in available funding.



**EXHIBIT B2-1  
BUDGET**

PROGRAM SERVICE DESCRIPTION	PROPOSED				PROPOSED		PROPOSED		TOTAL 4.5 YR PROGRAM BUDGET
	YEAR 1 AMOUNT	YEAR 2 AMOUNT	YEAR 3 AMOUNT	Ext 6mos AMOUNT	Ext 12mos AMOUNT	YEAR 1 AMOUNT	YEAR 2 AMOUNT		
<b>Personnel</b>									
Managing Attorney	11,340	11,581	12,031	5,026	5,176	12,031	5,176	45,254	
Hodline Managing Attorney	44,805	46,149	47,534	15,076	15,528	47,534	15,528	169,092	
Tenant's Rights Line Attorney	63,413	65,315	67,275	45,514	46,878	67,275	46,878	288,396	
Tenant's Rights Line Attorney	56,800	58,504	60,259	35,774	36,846	60,259	36,846	248,183	
Tenant's Rights Line Attorney	56,800	58,504	60,259	35,043	36,099	60,259	36,099	246,698	
Tenant's Rights Line Attorney	54,223	55,850	57,525	34,282	35,309	57,525	35,309	237,189	
Alameda Staff Attorney	63,413	65,315	67,275	45,514	46,878	67,275	46,878	288,396	
Housing Regional Coordinator	24,074	24,796	25,540	15,076	15,528	25,540	15,528	105,015	
Consulting Attorneys	22,054	22,715	23,397	9,360	7,140	23,397	7,140	84,665	
Reporting & data management	11,974	12,339	12,705	6,026	4,965	12,705	4,965	48,000	
Consulting Social Workers	6,707	6,908	7,115	0	0	7,115	0	20,731	
Mary Lara, Support Staff	15,423	15,886	16,363	9,861	6,500	16,363	6,500	64,032	
	<b>Subtotal Salaries \$ 431,026</b>	<b>\$ 443,957</b>	<b>\$ 457,276</b>	<b>\$ 256,551</b>	<b>\$ 256,841</b>	<b>\$ 457,276</b>	<b>\$ 256,841</b>	<b>\$ 1,845,651</b>	
<b>Staff Benefits</b>									
	116,679	129,058	142,076	64,318	64,396	142,076	64,396	516,532	
	<b>Subtotal Personnel \$ 547,705</b>	<b>\$ 573,015</b>	<b>\$ 599,351</b>	<b>\$ 320,869</b>	<b>\$ 321,238</b>	<b>\$ 599,351</b>	<b>\$ 321,238</b>	<b>\$ 2,362,184</b>	
<b>Operating Costs</b>									
Space	57,766	40,180	23,454	9,712	9,996	23,454	9,996	141,108	
Equipment Rental	15,844	10,563	8,758	2,271	2,337	8,758	2,337	59,773	
Supplies	11,308	7,539	6,250	1,620	1,668	6,250	1,668	28,385	
Printing & Postage	5,164	5,443	4,512	1,175	1,204	4,512	1,204	20,498	
Telecommunications	21,118	12,079	10,175	3,026	3,115	10,175	3,115	49,513	
Hotline licenses and technical support contract		15,000	15,000			15,000		30,000	
Local Travel	6,698	4,466	3,813	960		3,813		15,937	
Training	10,000	5,000	5,000			5,000		20,000	
Library	7,728	4,153	3,355	1,108	1,571	3,355	1,571	17,915	
Insurance	6,977	3,652	2,015	1,000	1,029	2,015	1,029	14,673	
Audit	3,851	2,574	1,774			1,774		8,209	
Dues	6,419	3,278	2,818			2,818		12,515	
	<b>Subtotal Operating Costs \$ 155,883</b>	<b>\$ 113,926</b>	<b>\$ 86,924</b>	<b>\$ 20,872</b>	<b>\$ 20,920</b>	<b>\$ 86,924</b>	<b>\$ 20,920</b>	<b>\$ 398,525</b>	
<b>Start-up Expenses</b>									
Technology - new computers for hired staff	10,000							10,000	
Development of hotline architecture and system	10,000							10,000	
	<b>Subtotal One-Time Costs \$ 20,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 20,000</b>	
<b>Total Direct Costs:</b>	<b>\$ 723,568</b>	<b>\$ 686,941</b>	<b>\$ 686,275</b>	<b>\$ 341,741</b>	<b>\$ 342,158</b>	<b>\$ 686,275</b>	<b>\$ 342,158</b>	<b>\$ 2,760,703</b>	
<b>Indirect cost @ 5%</b>	<b>\$ 21,551</b>	<b>\$ 21,198</b>	<b>\$ 22,864</b>	<b>\$ 12,828</b>	<b>\$ 12,842</b>	<b>\$ 22,864</b>	<b>\$ 12,842</b>	<b>\$ 92,282</b>	
<b>Total Proposed Cost</b>	<b>\$ 745,139</b>	<b>\$ 708,139</b>	<b>\$ 709,139</b>	<b>\$ 354,569</b>	<b>\$ 355,000</b>	<b>\$ 709,139</b>	<b>\$ 355,000</b>	<b>\$ 2,872,986</b>	

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	<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>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
C	<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
D	<p><b>Endorsements and Conditions:</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>	



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/15/2020

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).


<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203  License# 0728293 BAYAREA-60	<b>CONTACT NAME:</b> Harjit Sim	
	<b>PHONE (A/C No. Ext):</b> 415-493-2563	<b>FAX (A/C No.):</b> 415-493-2505
<b>E-MAIL ADDRESS:</b> harjit_sim@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Berkley National Insurance Company		38911
<b>INSURER B:</b> Employers Compensation Insurance Company		11512
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 447116037      **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 FAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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		HHS5852586613	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OF AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HHS5852586613	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			HHS5852586613	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	EIG2974987	1/1/2020	1/1/2021	<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	Sexual Abuse			HHS5852586613	1/1/2020	1/1/2021	Each Claim \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedules, may be attached if more space is required)  
 Policy: Employee benefit  
 Policy #: HHS5852586613  
 Policy Term: 1/1/2020 to 1/1/2021  
 Carrier: Berkley National Insurance Company  
 Limit: \$1,000,000, Aggregate \$2,000,000  
  
 Policy: Crime Coverage  
 Policy term: 1/1/2020 to 1/1/2021  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Alameda County Health Care Services Agency 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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AGENCY CUSTOMER ID: BAYAREA-60

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Bay Area Legal Aid 1735 Telegraph Ave Oakland, CA 94612	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy #: HHS5852586913  
Carrier: Berkley National Insurance Company  
Employee theft: Limit:\$500,000, Deductible: \$1,000  
ERISA: limit:\$500,000  
Computer And Funds Transfer Fraud: Limit:\$200,000, Deductible: \$1,000

Policy: Professional Liability  
Policy Term: 1/1/2020 to 1/1/2021  
Policy #: L1A9000307 09  
Carrier: AIX Specialty Insurance Company  
Limit: \$2,000,000, Aggregate: \$2,000,000

Policy: Cyber Liability  
Policy Term: 1/1/2020 to 1/1/2021  
Policy #: PHSD1508940  
Carrier: Philadelphia Indemnity Insurance Company  
Cyber Extortion Threat: Limit\$1,000,000; Deductible \$25,000  
Security Event Costs: Limit\$500,000; Deductible \$25,000  
Network Security & Privacy Liability: Limit\$1,000,000; Deductible \$25,000  
Employee Privacy Liability Coverage: Limit\$1,000,000; Deductible \$25,000  
Policy Aggregate Limit \$3,000,000

Alameda County Health Care Services Agency is included as an additional insured but only as respects operations of the named insured under written contract as per form #CG 83 91 12 19 attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

**GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Ball Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.



**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 Legal Aid

PRINCIPAL: Genevieve L. Richardson TITLE: Executive Director

SIGNATURE:  DATE: 1/25/2021  
ACDD264DCCB046C...