



OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
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January 26, 2021

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

Dear Board Members:

SUBJECT: APPROVE THE SECOND AMENDMENT WITH COMMUNITY HEALTH IMPROVEMENT PARTNERS TO CONTINUE PROVIDING TECHNICAL ASSISTANCE, CONSULTATIVE AND START-UP OPERATIONAL SERVICES

RECOMMENDATION

Approve the Second Amendment to the Standard Services Agreement (Procurement Contract No. 15974) with Community Health Improvement Partners (Principal: Dana Richardson; Location: San Diego) to continue providing technical assistance, consultative and start-up operational services for Independent Living Facilities, extending the period from 12/1/17 – 12/31/20 by 3 months to 3/31/21 and increasing the total amount from \$1,425,000 to \$1,537,500 (a \$112,500 increase)

DISCUSSION/SUMMARY

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.

To respond to the urgent need for quality housing for the County’s homeless disabled population, Independent Living Facilities, also referred to as unlicensed “Room and Boards” have been identified as a type of housing stock that hold promise in addressing this need. Independent Living Facilities (ILFs) are privately-owned homes or complexes that provide housing for extremely low-income adults with mental illness and other disabling health conditions. They serve residents who do not need medication oversight, are able to function without supervision, and live independently. At times, operators of this type of housing may not understand or follow existing laws and regulations related to the operation of their particular type of housing. Thus, Alameda County has established an overall program goal of engaging operators to be part of a professional association that supports meeting quality standards and connects operators to available resources.

On December 19, 2017, your Board approved the contract with Community Health Improvement Partners (CHIP) that allowed the contractor to provide technical assistance, consultative and start-up operational services to create a sustainable independent living facility quality improvement program in Alameda County (Item No. 10). On July 14, 2020, your Board approved a First Amendment with CHIP to continue to provide outreach, technical assistance, and consultative services to improve quality for Independent Living Facilities (Item No. 9).

To date, CHIP has accomplished the following in Alameda County:

- Assessed 47 Independent Living Facilities (ILFs) and offered owners assistance to improve the quality of the facility to meet the Independent Living Association quality standards;
- Enrolled 35 ILFs as Independent Living Association Member Homes totaling 222 Beds;
- Held 101 Training and Education Workshops for different audiences including tenants, facility operators, service providers, and referring agencies; and
- Developed and maintains an ILA directory and website with updated information on Independent Living Associations in Alameda County.

Approval of this Second Amendment will allow CHIP to conduct outreach to non-member homes to encourage and support them to meet quality standards as member homes; develop and facilitate educational classes on fair housing rights, tenant rights, public benefits, and community resources for tenants, operators, and service providers; provide technical assistance and other support to operators to help them meet their business needs; continue education of key stakeholders and the general public about the important role that independent living homes play in addressing the housing needs of seniors and people with disabilities. Their efforts will continue to create a system of oversight, support, coordination and quality improvement for ILFs and reduce the number of people experiencing homelessness and prolonged institutionalization due to declines in quality living environments for extremely low-income Alameda County residents.

SELECTION CRITERIA

In May 2017, a formal Request for Proposals (RFP) was released for Group Living Facilities Association and Community Health Improvement Partners (CHIP) met the full scope requirements as stated in the RFP and demonstrated a good understanding of the County's need for Group Living Facilities Association.

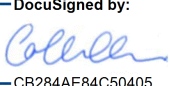
CHIP is not a certified Small, Local and Emerging Business (SLEB) and is not exempt from requirements under the SLEB program and; therefore, has agreed to subcontract 20% of its contract award with qualified SLEBs. CHIP originally subcontracted with Bonita House (Certification No. 06-90896; Expiration Date 01/31/2022). On January 9, 2020, CHIP was granted permission by the Office of Contract Compliance and Reporting to add the Housing Consortium of the East Bay (Certification No. 19-00096; Expiration Date 11/30/2021) as an additional SLEB in order to meet its SLEB obligations. To date, CHIP has fulfilled a total of 17.91% of its SLEB obligation. CHIP plans to subcontract with a third SLEB organization to meet its contractual obligation.

FINANCING

Funding for this recommendation (\$112,500) comes from the Whole Person Care Pilot Grant and is included in the Health Care Services Agency Fiscal Year 2020-21 Approved Budget. Funding for this recommendation will augment the Homelessness Action Plan. Approval of this recommendation will have no impact on Net County Cost.

VISION 2026 GOAL

Provide housing for extremely low-income adults with mental illness and other disabling health conditions 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:

CB284AE84C50405...
Colleen Chawla, Director
Health Care Services Agency

Attachment:

The Honorable Board of Supervisors
January 26, 2021
Page 3 of 3

SLEB Utilization Report Summary

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Community Health Improvement Partners, (“Contractor”) with respect to that certain agreement entered by them on December 1, 2017 as amended by that certain First Amendment to the contract entered by them on July 14, 2020 (referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides technical assistance, consultative and start-up operational 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 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 March 31, 2021.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed One Hundred Twelve Thousand and Five Hundred dollars (\$112,500). As a result of these additional services the not to exceed amount has increased from One Million Four Hundred Twenty-Five Thousand dollars (\$1,425,000) to One Million Five Hundred Thirty-Seven Thousand Five Hundred dollars (\$1,537,500) 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 B1 hereto, provided that the maximum amount payable to Contractor for the services providing technical assistance, consultative and start-up operational services shall not exceed \$1,425,000 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 of Payment, is attached to this Second Amendment and made a part of the Agreement. Exhibit B2 replaces Exhibit B1.
8. Exhibit B2-1, Budget, is attached to this Second Amendment and made a part of the Agreement. Exhibit B2-1 replaces Exhibit B1-2.
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 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 as of the day and year first above written.

COUNTY OF ALAMEDA

COMMUNITY HEALTH
IMPROVEMENT PARTNERS

By: *Keith Carson*
Signature

By: *Dana Richardson*
Signature

Name: KEITH CARSON
(Printed)

Name: Dana Richardson
(Printed)

Title: President of the Board of Supervisors

Title: Interim President & Chief
Executive Officer

Date: February 24, 2021

Date: 1/26/2021

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

By: *[Signature]*
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: **Community Health Improvement Partners (CHIP)**
ORIGINAL CONTRACT PERIOD: December 1, 2017 through June 30, 2020
ORIGINAL CONTRACT AMOUNT: \$1,200,000
FIRST AMENDMENT PERIOD: December 1, 2017 through December 31, 2020
FIRST AMENDMENT AMOUNT: \$1,425,000 (increase of \$225,000)
SECOND AMENDMENT PERIOD: December 1, 2017 through March 31, 2021
SECOND AMENDMENT AMOUNT: \$1,537,500 (increase of \$112,500)

I. Program Description and Services

Contractor will continue to provide the services included in the original agreement for an additional three months.

II. Deliverables and Scope of Work

Contractor shall provide the services described in the original agreement through March 31, 2021.

Contractor shall complete the goals, objectives, and deliverables previously noted in the scopes of work presented in the original agreement.

Additionally, contractor shall attend monthly behavioral health case manager meetings hosted by Alameda County Behavioral Health.

The existing agreement is still in effect. No additional deliverables have been added.

III. Reporting Requirements

Contractor shall continue to provide all the reporting measures related to existing deliverables described in the Agreement through March 31, 2021.

County reserves the right to request additional information from the Contractor.

EXHIBIT B2
TERMS AND CONDITIONS FOR PAYMENT

Terms and Conditions of Payment:

- The total amount of reimbursement under the terms of this Agreement shall not exceed \$1,537,500. Funds shall be used solely in support of the program budget, as set forth in Exhibit B2-1.
 - Funds under this contract are subject to the County's Cash Advance Policy (Exhibit B-2).

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 April 15, 2021.**
- All invoices must be accompanied by reports described in Exhibit A2, 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 forty-five (45) working days of receipt of complete and accurate invoice, reports, and any other back up documentation as requested.

Invoicing Procedures:

- Invoices with an invoice number, PO number, and service period, accompanied by the required report(s), shall be emailed to marta.lutsky@acgov.org or sent to:
Alameda County Care Connect
ATTN: Marta Lutsky
1900 Embarcadero Cove, Suite 210
Oakland, CA 94606
- 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 with County. 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

Procurement Contract No. 15974

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 forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) 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 forty-five (45) 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-contracts will be made solely by the County and will at least be partially based upon 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:

- Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to

Procurement Contract No. 15974

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. Timeline for employing corrective measures shall be determined by 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. County agrees to notify the Contractor in writing of any modifications related to changes in available funding.

EXHIBIT B2-1

BUDGET

PROGRAM Service Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 4
	BUDGET 12/1/2017- 6/30/2018	BUDGET 7/1/2018- 6/30/2019	BUDGET 7/1/2019- 6/30/2020	BUDGET 7/1/2020- 12/31/2020	BUDGET 1/1/2021- 3/31/2021
Personnel (include lines for all positions included in the service delivery model)	2.67 FTE			2.88 FTE	2.93 FTE
Program Director (0.10 FTE)	\$ 20,606	\$ 36,229	\$ 37,679	\$ 3,850	\$ 1,925
Evaluation Manager (.25 FTE)	\$ 21,877	\$ 38,250	\$ 39,780	\$ 6,500	\$ 3,250
CEO (0.03 FTE)	\$ 16,042	\$ 27,500	\$ 27,500	\$ 2,100	\$ 1,071
Coordinator/Office Manager (0.2 FTE)	\$ 6,952	\$ 11,754	\$ 12,224	\$ 3,075	\$ 3,191
Regional Director (1.00 FTE)	\$ 35,000	\$ 61,200	\$ 63,648	\$ 35,000	\$ 18,200
Quality Assurance Manager (0.30 FTE)				\$ 8,250	\$ 4,208
Outreach Coordinator (1.00 FTE)				\$ 28,500	\$ 14,197
Finance, Manager (0.10 FTE)				\$ 1,650	\$ 1,430
Subtotal Salaries	100,477	174,933	180,831	\$ 88,925	\$ 47,471
Staff Benefits @ (33)%	33,157	57,728	59,674	\$ 29,345	\$ 15,665
Subtotal Personnel	133,634	232,660	240,505	118,270	63,137
Subcontracts					
SLEB TBD	60,000	80,000	80,000	\$ 45,000	\$ 22,500
Ronda Maslow Brown, Independent Contractor	37,500	50,000	50,000	\$ 12,505	\$ 6,253
Subtotal Subcontracts	97,500	130,000	130,000	\$ 57,505	\$ 28,753
Operating Costs (examples include staff travel; ongoing facility expenses; office supplies; and all other operating costs associated with the required services)					
Travel (CHIP staff airfare, hotel, meals, local transportation)	20,000	24,000	16,000	\$ 4,550	\$ 300
Supplies (office supplies, training supplies, printing)	3,500	2,000	1,850	\$ 2,900	\$ 1,453
Convening expenses (e.g., meeting refreshments, facility expenses, participant ince	3,500	5,000	5,000	\$ 7,100	\$ 2,230
Assistance for Owners				\$ 6,029	\$ 2,007
Promotional and marketing	3,610	3,675	3,500	\$ 2,000	\$ 800
<i>Shared costs (i.e., audit, accounting, insurance)</i>	<i>12,970</i>	<i>22,236</i>	<i>22,716</i>	\$ 8,931	\$ 4,964
Subtotal Operating Costs	43,580	56,911	49,066	\$ 31,510	\$ 11,754
Start-Up Expenses (may include line-items for computers, equipment, hiring, etc.)					
Equipment (hard costs: computer, projector, mobile printer)	6,000	4,000	4,000		\$ 1,000
Mobile equipment (soft costs: cell phone, mobile Wi-Fi, software, IT maintenance)	5,000	5,000	5,000	\$ 7,000	\$ 2,500
Subtotal One-Time Costs	11,000	9,000	9,000	\$ 7,000	\$ 3,500
Total Direct Costs:	285,714	428,571	428,571	214,286	107,143
Indirect Costs @ 5 %	14,286	21,429	21,429	\$ 10,714	\$ 5,357
Total Proposed Cost	300,000	450,000	450,000	225,000	112,500
ALAMEDA COUNTY REVENUE	300,000	450,000	450,000	225,000	112,500
TOTAL AMOUNT NOT TO EXCEED					

Personnel/Staffing Expenses

- CHIP Director (0.10) — this 0.10 FTE position will be funded to provide program direction and management. Salary is based on \$77,000.
- Regional Director (1.00) – this 1.00 FTE position will be funded to implement all project, contract, budget, and evaluation objectives. Position will recruit, orient, and convene subcontractors to deliver goods and services in line with the technical assistance plan. Salary is based on \$72,800.

- CHIP CEO (0.03) — this 0.03 FTE position will be funded to provide overall organizational direction and management. Salary is based on \$142,800.
- CHIP Office Manager (0.20) — this 0.20 FTE position will be funded to provide bookkeeping and subcontract invoice processing. Salary is based on \$63,828.09 (additional time provided by CHIP in kind).
- Evaluation Manager (0.25) — this 0.25 FTE position will be funded to provide project evaluation services to the project director and County staff. Salary is based on \$52,000.
- QA Manager (0.30) — this 0.30 FTE position will be funded to quality assurance services to the program manager, director, and County staff. Salary based on \$56,099.97.
- Outreach Coordinator (1.00) — this 1.00 FTE position will be funded to provide outreach strategies and efforts to promote the program. Salary is based on \$56,786.
- Finance, Manager (0.10) — this 0.10 FTE position will be funded to provide outreach strategies and efforts to promote the program. Salary is based on \$57,197.

Benefits

Fringe benefits are based on the organization's rate of 33% of salary expenses. This covers costs related to health insurance, FICA, tax, long-term disability, and other fringe benefits for funded positions.

Program/Operating Expenses

- Supplies & Printing (\$1,453) will include paper, stationery, pens, printer ink cartridges, training supplies, postage, printing, and other office supplies to support project staff and residents. Additional supplies will be provided by CHIP in kind.
- Travel (\$300) includes airfare, overnight accommodations, mileage, and meals related to the funded project staff attending project-related meetings.
- Shared costs (rent, insurance, audit, and accounting): (\$3,870.80): all shared cost expenses are determined by FTE percentage attributed to the project
 - Rent (50% of San Diego CHIP space in San Diego = \$908.37;
 - Insurance (\$511.86);
 - Audit/accounting (\$2,450.57) includes fees for an annual financial audit and accounting support.
- Meeting expenses (\$2,230) include food, refreshments, participant stipends, meeting room fees, and any necessary language translation or interpretation for partner and Steering Committee meetings, resident and operator trainings, and other meetings as necessary. Additional expenses provided in kind by CHIP.
- Promotional and marketing materials (\$550) includes development and printing of marketing and promotional materials including Group Living Facility and Directory brochures for user and community education, etc.

Procurement Contract No. 15974

- Telecommunications/cell phones (\$1,250) includes staff cell phones and service.
- Minor Equipment (\$1,000) includes equipment needed for teleworking and/or replacement of malfunctioning electronics.
- IT and website (\$1,250) includes troubleshooting, IT support, and or updates to new website.
- Other Business Services (\$1,093.20) includes miscellaneous expenses needed to operate the program.
- Gift Cards (\$250.00) This will be used to provide incentive and recognition of consumer/tenant/client participation as a member of the Peer Review Accountability Team.
- Assistance for Owners(\$2,007) The program will utilize this line item to advance the quality of member ILA homes in Alameda County through the owners themselves who will submit written requests for support to improve the quality of their homes, which include but are not limited to necessary home repairs/improvement, requests for cleaning services assistance, plumbing, painting services, etc. Written requests for improvement assistance by member owners will be reviewed by CHIP staff and the ILA work team to confirm how the allocation of funds will be used to improve the quality of member homes. Submission of an improvement requests does not guarantee support from the ILA, but all considerations will be made.

Indirect/Overhead Expense

Indirect costs are set at 5% of expenses (\$5,357). Indirect costs include: Utilities, general IT, Non-program related postage, and storage fees, non-program related general expenses.

Subcontracts and Start-up Totals

Subcontracts (\$28,753) includes amounts for subcontractors to complete work within the CHIP technical assistance proposal scope of work. Subcontractors will conduct on-site presence, technical assistance training and strategic planning facilitation, training curriculum development, direct partner engagement, Steering Committee subgroup facilitation in Alameda County, local policy analysis, local community assessments, resident and operator trainings, and partner convening. All subcontractors will work closely with the CHIP ILA and Alameda County teams including data collection and policy analysis. Identified subcontractors include Ronda Gibbs and Housing Consortium (SLEB). A third subcontractor will be identified and hired to conduct on-site work as determined.

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	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: 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. 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. 	



COMMHEA-29

JZHA01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

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 License # 0757776 HUB International Insurance Services Inc. 1525 Farsday Avenue Suite 200 Carlsbad, CA 92003	CONTACT Julie Graessle PHONE (A/C, Ho, Ext): FAX (A/C, No): E-MAIL: julie.graessle@hubinternational.com INSURER(S) AFFORDING COVERAGE:
INSURED Community Health Improvement Partners 5055 Murphy Canyon Dr Ste 105 San Diego, CA 92123	INSURER A: Nonprofits' Insurance Alliance of California, Inc 01184 INSURER B: State Compensation Insurance Fund of California 35078 INSURER C: 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.

INSR	TYPE OF INSURANCE	AGG. LIMIT	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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 type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC		2020-28975	11/18/2020	11/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & O) \$ 500,000 MED EXP (Any one Person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMMOD AGG \$ 3,000,000 LIQUOR LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2020-28975	11/18/2020	11/18/2024	COMBINED SINGLE LIMIT (E & O) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COI: RETENTION \$		2020-28975-UMB	11/18/2020	11/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N	9079481	11/18/2020	11/18/2024	X PER STATUTE OR PER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers		2020-28975-DO-NPO	11/18/2020	11/18/2024	Retention: 10,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES) (ACORD 261, Additional Remarks Schedule, may be attached if more space is required)
 The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are named additional insureds with respect to General Liability per CG2026 0413.

Primary and non-contributory wording applies per NIAC-E02 0117.

All forms valid where required by written contract.

* Carrier does not allow alteration of cancellation wording.

CERTIFICATE HOLDER Alameda County Health Care Services Agency 1000 San Leandro Blvd., Suite 300 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
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ACORD 25 (2016/03)

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POLICY NUMBER: 2020-28975
Named Insured: Community Health Improvement Partners

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

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <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>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- 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: Community Health Improvement Partners

PRINCIPAL: Dana Richardson TITLE: Interim President & CEO

SIGNATURE: Dana Richardson DATE: 1/26/2021

Contract Summary

Provide technical assistance, consultative, and start-up operational services

Total Contract Summary

Contract Term: 12/01/17 - 12/31/20

Vendor	Location	Contract Amount	Required Total Participation			
			Local		Emerging/Local Participation	
			%	\$	%	\$
COMMUNITY HEALTH IMPROVEMENT PARTNERS	San Diego, CA	\$1,425,000.00			20.00%	\$285,000.00

Contract Summary to Date

12/01/17 - 02/04/21

Vendor	Location	\$ Paid to Prime	Achieved Participation to Date			
			Local Participation*		Emerging/Local Participation*	
			%	\$	%	\$
COMMUNITY HEALTH IMPROVEMENT PARTNERS	San Diego, CA	\$1,149,155.71	18.26%	\$209,900.01	18.26%	\$209,900.01

SLEB Subcontractor Achievement to Date**

SLEB Subcontractor Name	Address	Certification Information		Small/Local Participation		Emerging/Local Utilization	
				%	\$	%	\$
Bonita House Inc	6333 Telegraph Ave Ste 102	Cert #:	06-90896	5.22%	\$60,000.01		
Lorna Jones	Oakland, CA 94609-1328	Expires:	1/31/22				
Housing Consortium Of The East Bay	410 7Th Street Suite 203	Cert #:	19-00096	13.04%	\$149,900.00		
Kristy Feck	Oakland, CA 94607	Expires:	11/30/21				

All Participating SLEB Subcontractors

SLEB Subcontractor Name	Address	Certification Information	Certification Type

Includes prime's achievement, if applicable

* Percentage calculations may differ due to rounding