February 11, 2015

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

Dear Board Members:

SUBJECT: APPROVE THE FIRST AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH COMFORT HOMESAKE, INC.

RECOMMENDATION:

Approve the First Amendment to the Standard Services Agreement (Procurement Contract No. 9927) with Comfort Homesake, Inc. (Principal: Sherre Patrick, Treasurer; Location: Oakland) to continue to provide advanced care planning and hospice training services, extending the contract term from 1/1/14 to 6/30/15 to a new end date of 6/30/16 (an extension of 12 months), and increasing the total contract amount from $60,000 to $123,000 (an increase of $63,000)

SUMMARY/DISCUSSION:

On March 3, 2014, your Board approved a Standard Services Agreement with Comfort Homesake, Inc. for technical assistance, training, and project evaluation to increase client knowledge of advanced care planning and hospice care for low-income residents in Alameda County. Contractor has taken on the advanced health care planning “Conversation” training mantle by not only providing on-site training throughout Alameda County, but also by scheduling monthly training at their downtown Oakland location since July 2014. Contractor has led the way in innovative outreach by customizing its training outreach by using unique focuses on specific group needs such as: couples, men, GLTB, and caregivers. This has proven to have a positive impact on turnout. Particularly notable is the men’s training during which 100% of participants completed advance health directives.

The First Amendment will allow the contractor to continue to provide advanced care planning and hospice care conversation training services in a pilot project developed jointly by the Health Care Services Agency Getting the Most Out of Life (GMOL) Program and the Social Services Agency In-Home Support Services (IHSS) Program called the IHSS Pilot. The IHSS Pilot is designed to serve low-income individuals who are seriously or terminally ill and their families who may not be aware of the advanced care planning and hospice resources available to them in Alameda County. The primary purpose of the pilot is to investigate how IHSS workers (in-home caregivers) and IHSS social workers can be utilized in
advanced care planning and hospice utilization conversations with terminally ill clients to which they are assigned.

Contractor will develop training tools and provide on-going support services to IHSS workers and social workers as they introduce the concepts of advanced directives, palliative and hospice care to clients and as they assist clients in the decision-making process around these resources.

BACKGROUND

In December 2011, the Alameda County hospice project/program, called Getting the Most Out of Life (GMOL), was launched with funding from Measure A. The goal of the program is to reduce suffering and improve quality of life for terminally ill residents of Alameda County through advanced care planning and hospice utilization. Hospice is a service paid for by Medi-Cal, Medicare, private pay or charity provided at the final stages of a disease process when curative treatment ceases.

SELECTION CRITERIA/PROCESS:

Comfort Homesake, Inc. was selected through an informal RFP process in November 2013. Comfort Homesake, Inc. was the only bid response received. The County’s Getting Most Out of Life Project staff reviewed the submission and determined that Comfort Homesake, Inc. met the full scope of requirements of the Informal RFP. The vendor demonstrated, in particular, requisite experience in providing multi-lingual/multicultural health programs as well as advanced care planning and hospice.

Comfort Homesake, Inc. is a non-profit organization in Alameda County that specializes in promoting informed, compassionate, and culturally-relevant approaches to end-of-life care. As a non-profit organization providing direct services to Alameda County residents, Comfort Homesake, Inc. is exempt from the County’s Small, Local and/or Emerging Business (SLEB) program requirement.

FINANCING:

Funding for this First Amendment ($63,000) will be provided by Measure A hospice allocation and is included in the Fiscal Year 2014-2015 adopted budget. Approval of the recommendation will have no impact on net County costs.

Sincerely,

Alex Briscoe, Director
Health Care Services Agency
FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Comfort Homesake, Inc, ("Contractor") with respect to that certain agreement entered by them on January 1, 2014 (referred to herein as the "Contract") pursuant to which Contractor provides advance care planning and hospice conversation training, post-training support and project evaluation 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:
   • Increase the amount by $63,000, bringing the total contract amount to $123,000
   • Exhibit A-1, Additional Services, is added to the original Exhibit A, Scope of Services and is hereby incorporated into this Agreement by this reference.
   • Exhibit B-1, Additional Payment Terms, is added to the original Exhibit B, Payment Terms and is hereby incorporated into this Agreement by this reference.

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

3. The term of the Agreement is currently scheduled to expire on June 30, 2015. As of the Effective Date, the term of the Agreement is extended through June 30, 2016.

4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed sixty-three thousand dollars ($63,000). As a result of these additional services the not to exceed amount has increased from sixty-thousand dollars ($60,000) to one hundred twenty-three thousand dollars ($123,000) 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 Exhibits B and B2 hereto, provided that the
   maximum amount payable to Contractor for advance care planning and hospice
   conversation training, post training support, and project evaluation Services shall
   not exceed $123,000 payment for services provided hereunder prior to the
   effective date of said suspension, termination or abandonment.

6. An Exhibit A-1, Additional Definition of Services, is attached to this Amendment.

7. An Exhibit B-1, Additional Payment Terms, is attached to this Amendment.

8. DEBAMENT AND SUSPENSION CERTIFICATION:

   a. By signing this First 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
      80.35, 45 CFR 92.35 and Executive Order 12549.

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

      (1) Are not presently debarred, suspended, proposed for debarment,
          declared ineligible, or voluntarily excluded by any federal
          department or agency;

      (2) Shall not knowingly enter into any covered transaction with a
          person who is proposed for debarment under federal regulations,
          debarred, suspended, declared ineligible, or voluntarily excluded
from participation in such transaction.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: [Signature]

Name: Scott Haggerty
(Printed)

Title: President of the Board of Supervisors

COMFORT HOMESAKE, INC.

By: [Signature]

Name: Sherre Patrick
(Printed)

Title: Treasurer

Date: 2-10-2015

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

By: [Signature]

Raymond Lara
Sen. Dep. County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
EXHIBIT A-1
ADDITIONAL DEFINITION OF SERVICES

Contractor: Comfort Homesake, Inc
Original Contract Term: January 1, 2014-June 30, 2015
Original Contract Amount: $60,000
New Contract Term: January 1, 2014-June 30, 2016 (an extension of 12 months)
New Contract Amount: $123,000 (increase of $63,000)

I. Definition of Services
The Alameda County Health Care Services Agency (HCSA) Getting the Most Out of Life (GMOL) program and Social Services Agency (SSA) In-Home Support Services program have developed a pilot project called the In-Home Support Services (IHSS) Pilot. The IHSS Pilot is designed to serve low-income individuals who are seriously or terminally ill and their families who may not be aware of the advanced care planning and hospice resources available to them in Alameda County. The primary purpose of the Pilot is to investigate how IHSS workers (in-home caregivers) and IHSS social workers can be utilized in advance care planning and hospice utilization conversations with terminally ill clients to which they are assigned.

Contractor, Comfort Homesake, shall continue providing the County with technical assistance, training, and project evaluation to increase client knowledge of advance care planning and hospice care—in this pilot, services shall be tailored specifically for IHSS workers and IHSS social workers. Contractor shall develop training tools and provide on-going support services to IHSS workers and social workers as they introduce the concepts of advance directives, palliative and hospice care to clients and as they assist clients in the decision-making process around these resources.

II. Scope of Work/Deliverables
The contractor shall provide Alameda County Health Care Services Agency with the management and execution of the following scope of work with the total amount of this First Amendment not to exceed $63,000:

Objective 1: IHSS Program Training and Post-Training Support
Contractor shall develop a Conversation Coaching program tailored to IHSS workers and IHSS social workers. Contractor shall provide training on how to begin the conversation on advance care directive and hospice care and how to follow through on arranging these services. Contractor shall also provide post-training support and resources to workers through the provision of a Coach Coordinator and Conversation Coaches. The purpose of the Conversation Coaching program is to augment and expand the current IHSS training modules to include decision making around advance directives, palliative and hospice care for the patient, caregiver and/or family.
Activity | Timeline | Measurable Outcomes
---|---|---
2. Recruit and train IHSS workers and social workers for the Conversation Coaching program | April 2015– June 30, 2016 | Report number of IHSS workers referred to Conversation Coaching program in monthly report
| | | Report number of unduplicated IHSS workers and social workers trained in monthly report
| | | Provide copies of training sign-in sheets
3. Provide support to IHSS workers and social workers through Conversation Coaches | April 2015– June 30, 2016 | Report number of unduplicated IHSS workers and social workers coached (post-training) in monthly report
| | | Report on coaching activities completed (number of calls, emails, in-person visits) in monthly report
| | | Provide copies of Coach call log
| | | Provide narrative report on documentation cards in monthly report

**Objective 2: Data Collection and Entry**
The Pilot is designed to collect a matrix of data based on results based accountability (RBA) methodology for project evaluation. The matrix will require data entry from a variety of sources. Contractor shall conduct the following data collection and entry for this project and maintain confidentiality of any protected health information in accordance with HIPPA guidelines. By mutual agreement, the Contractor and County may develop other measures and data sources for inclusion in the Pilot.

**SUCCESS MATRIX**

<table>
<thead>
<tr>
<th>DATA SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker training schedule /sign-in sheet</td>
</tr>
<tr>
<td>Conversation coaching contractor data base</td>
</tr>
<tr>
<td>Conversation coaching contractor data base</td>
</tr>
<tr>
<td>Contractor record of organization assigned</td>
</tr>
</tbody>
</table>

**DATA SOURCE**

<table>
<thead>
<tr>
<th><strong>SUCCESS MATRIX</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td># of IHSS workers trained</td>
</tr>
<tr>
<td># of conversations had</td>
</tr>
<tr>
<td>% of conversations with a positive response to advance health care planning</td>
</tr>
<tr>
<td># of advance health care planning visits</td>
</tr>
</tbody>
</table>
Objective 3: Collaborative Partnership
Contractor shall interface with the IHSS Pilot team, advisory committee, other contractors and stakeholders to accommodate changes to the program, as needed.

III. Reporting Requirements

A. Contractor shall submit monthly progress reports, referencing the activities and performance measures listed in Scope of Work/Deliverables (Part II) of this Exhibit. Progress reports shall include performance measures achieved during the reporting period. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

B. Contractor shall submit to County a narrative Final Report of all activities performed under the Scope of Work/Deliverables (Part II). Provide justification if deliverables are not met. The Final Report shall serve as an evaluation and overview for services provided by the Contractor and include following information:
   a. Conversation Coaching program guidelines
   b. Summary report of Conversation Coaching program outcomes (successes, challenges and new opportunities identified)

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

D. A summary of services provided during the invoice period must be included with each invoice. Please provide required documentations as scheduled in the Deliverables to avoid delay of payment.

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EXHIBIT B-1
ADDITIONAL PAYMENT TERMS

I. Budget Summary (1/1/ 2015 to 6/30/16)

<table>
<thead>
<tr>
<th>SECTION 1 SALARIES AND BENEFITS</th>
<th>Amount</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Contracted Staffing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Support/Data Entry ($20/hr X 10 hrs per week)</td>
<td>$10,400</td>
<td></td>
</tr>
<tr>
<td>Benefits 30%</td>
<td>$3,400</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$14,800</td>
<td></td>
</tr>
</tbody>
</table>

| SECTION 2 SERVICES               |        |              |
| 2.1 Subcontractors               |        |              |
| Conversation Coach Coordinator ($30/hr x 5 hrs per week) | $7,800 |              |
| 5 - Conversation Coaches ($150 per week) for 34 weeks | $29,000|              |
| 6 - Conversation Coach Training Sessions | $2,100 |              |
| SUBCONTRACTORS SUBTOTAL          | $38,900|              |

| SECTION 3 SUPPLIES AND EQUIPMENT |        |              |
| 3.1 Space and Utilities, Office rent @ $500 for 12 months | $6,000 |              |
| 3.2 Equipment                    |        |              |
| Office Supplies                  | $140   |              |
| Computer and Accessories         | $1,500 |              |
| Phone, Postage, Internet         | $280   |              |
| 3.3 Material Production/Distribution | $1,000|              |
| 3.4 Travel Mileage (@ .66 per mile X 575 miles) | $380  |              |
| SUBTOTAL                         | $9,300 |              |

| Amount Not to Exceed             |        | $63,000 |

II. Terms and Conditions of Payment

A. Reimbursement
1. The total amount of reimbursement under the terms of the First Amendment of this Agreement shall not exceed $63,000.

2. Contractor shall bill the County monthly and invoice the County based on actual expenses incurred upon completion of each phase as outlined in Exhibits A-1 and B-1. Actual expenses of staff time are limited to the staff and costs as set forth in Exhibit B-1 Section I. A summary of services completed during the invoice period must be included with each invoice.

3. The term of this Agreement is from January 1, 2014 through June 30, 2016.

4. County shall process invoice submitted for reimbursement by Contractor within ten (10) working days of receipt of invoice, required report and any other back up documentation requested.

B. Invoicing Procedures

Contractor shall invoice the County monthly in accordance with the schedules listed in Exhibit A-1 & B-1. Invoice with an original signature, invoice number, services period and a P.O number should be sent to:

Marilyn Ababio  
Hospice Systems Coordinator  
1000 San Leandro Blvd. Suite 300  
San Leandro, CA 94577
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:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>B Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive use. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>Any Auto</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>C Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC Statutory Limits</td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>EL $1,000,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>D Endorsements and Conditions</td>
<td></td>
</tr>
</tbody>
</table>

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 an 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 CG 38 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:
   - 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 Notice provision.
**Certificate of Liability Insurance**

**Producer:** Gene Gaffney Ins Services, Inc  
P.O. Box 429  
Occidental, CA 95465  
Angela Gianni

**Insured:** Comfort Homesake  
1440 Broadway, Suite 920  
Oakland, CA 94612

**Certificate Number:** PHPK1268124  
**Revised Number:**

**Date Issued:** 12/12/2014

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
</tr>
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<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000</td>
<td>PHPK1268124</td>
<td>01/31/2016</td>
<td>01/31/2016</td>
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<tr>
<td><strong>A</strong> Automobile Liability</td>
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<td>01/31/2016</td>
<td>01/31/2016</td>
</tr>
<tr>
<td><strong>A</strong> Professional Liability</td>
<td>$1,000,000</td>
<td>PHPK1268124</td>
<td>01/31/2015</td>
<td>01/31/2016</td>
</tr>
</tbody>
</table>

**Description of Operations:**

- **A Commercial General Liability**
  - Claims-Made
  - Occurrence
  - Each Occurrence: $1,000,000

- **A Automobile Liability**
  - Combined Single Limit
  - Bodily Injury (Per Person): $5,000,000
  - Property Damage (Per Accident): $5,000,000

- **A Professional Liability**
  - Each Occurrence
  - Aggregate: $1,000,000

**Certificate Holder:** Alameda County Health Care Services Agency  
1090 San Leandro Blvd, Ste 300  
San Leandro, CA 94577

**Contact Person:** Angela Gianni  
Phone: 707-874-2566  
Fax: 707-874-1233  
Email: angela@gaffneyins.com

**Insurer:** Philadelphia Indemnity Ins. Co

**NAC:** 16058

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**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:**

© 1988-2014 ACORD CORPORATION. All rights reserved.
ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
The County of Alameda, its board of supervisors and the individual members thereof, and all the county officers, agents, employees and representative

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy those premises.

2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
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: Comfort Homesake, Inc.

PRINCIPAL: Sherrie Patrick  TITLE: Treasurer

SIGNATURE: [Signature]  DATE: 2015/FEB/10
FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Comfort Homesake, Inc, ("Contractor") with respect to that certain agreement entered by them on January 1, 2014 (referred to herein as the "Contract") pursuant to which Contractor provides advance care planning and hospice conversation training, post-training support and project evaluation 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:
   • Increase the amount by $63,000, bringing the total contract amount to $123,000.
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   • Exhibit B-1, Additional Payment Terms, is added to the original Exhibit B, Payment Terms and is hereby incorporated into this Agreement by this reference.

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

3. The term of the Agreement is currently scheduled to expire on June 30, 2015. As of the Effective Date, the term of the Agreement is extended through June 30, 2016.

4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed sixty-three thousand dollars ($63,000). As a result of these additional services the not to exceed amount has increased from sixty-thousand dollars ($60,000) to one hundred twenty-three thousand dollars ($123,000) 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 Exhibits B and B2 hereto, provided that the maximum amount payable to Contractor for advance care planning and hospice conversation training, post training support, and project evaluation Services shall not exceed $123,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. An Exhibit A-1, Additional Definition of Services, is attached to this Amendment.

7. An Exhibit B-1, Additional Payment Terms, is attached to this Amendment.

8. DEBARMENT AND SUSPENSION CERTIFICATION:

   a. By signing this First Amendment and Exhibit D Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

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

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

      (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded...
from participation in such transaction.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: [Signature]  
Name: Scott Haggerty  
(Printed)  
Title: President of the Board of Supervisors

COMFORT HOMESAKE, INC.

By: [Signature]  
Name: Sherre Patrick  
(Printed)  
Title: Treasurer

Date: 2-10-2015

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

By: [Signature]  
Raymond Lara  
Sen. Dep. County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
EXHIBIT A-1
ADDITIONAL DEFINITION OF SERVICES

Contractor: Comfort Homesake, Inc
Original Contract Term: January 1, 2014-June 30, 2015
Original Contract Amount: $60,000
New Contract Term: January 1, 2014-June 30, 2016 (an extension of 12 months)
New Contract Amount: $123,000 (increase of $63,000)

I. Definition of Services
The Alameda County Health Care Services Agency (HCSA) Getting the Most Out of Life (GMOL) program and Social Services Agency (SSA) In-Home Support Services program have developed a pilot project called the In-Home Support Services (IHSS) Pilot. The IHSS Pilot is designed to serve low-income individuals who are seriously or terminally ill and their families who may not be aware of the advanced care planning and hospice resources available to them in Alameda County. The primary purpose of the Pilot is to investigate how IHSS workers (in-home caregivers) and IHSS social workers can be utilized in advance care planning and hospice utilization conversations with terminally ill clients to which they are assigned.

Contractor, Comfort Homesake, shall continue providing the County with technical assistance, training, and project evaluation to increase client knowledge of advance care planning and hospice care—in this pilot, services shall be tailored specifically for IHSS workers and IHSS social workers. Contractor shall develop training tools and provide on-going support services to IHSS workers and social workers as they introduce the concepts of advance directives, palliative and hospice care to clients and as they assist clients in the decision-making process around these resources.

II. Scope of Work/Deliverables
The contractor shall provide Alameda County Health Care Services Agency with the management and execution of the following scope of work with the total amount of this First Amendment not to exceed $63,000:

Objective 1: IHSS Program Training and Post-Training Support
Contractor shall develop a Conversation Coaching program tailored to IHSS workers and IHSS social workers. Contractor shall provide training on how to begin the conversation on advance care directive and hospice care and how to follow through on arranging these services. Contractor shall also provide post-training support and resources to workers through the provision of a Coach Coordinator and Conversation Coaches. The purpose of the Conversation Coaching program is to augment and expand the current IHSS training modules to include decision making around advance directives, palliative and hospice care for the patient, caregiver and/or family.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
<th>Measurable Outcomes</th>
</tr>
</thead>
</table>
| 2. Recruit and train IHSS workers and social workers for the Conversation Coaching program | April 2015- June 30, 2016     | • Report number of IHSS workers referred to Conversation Coaching program in monthly report  
                                  |                               | • Report number of unduplicated IHSS workers and social workers trained in monthly report  
                                  |                               | • Provide copies of training sign-in sheets                                           |
| 3. Provide support to IHSS workers and social workers through Conversation Coaches | April 2015- June 30, 2016     | • Report number of unduplicated IHSS workers and social workers coached (post-training) in monthly report  
                                  |                               | • Report on coaching activities completed (number of calls, emails, in-person visits) in monthly report  
                                  |                               | • Provide copies of Coach call log                                                  
                                  |                               | • Provide narrative report on documentation cards in monthly report                  |

Objective 2: Data Collection and Entry
The Pilot is designed to collect a matrix of data based on results based accountability (RBA) methodology for project evaluation. The matrix will require data entry from a variety of sources. Contractor shall conduct the following data collection and entry for this project and maintain confidentiality of any protected health information in accordance with HIPPA guidelines. By mutual agreement, the Contractor and County may develop other measures and data sources for inclusion in the Pilot.

SUCCESS MATRIX * | DATA SOURCE
---|---
# of IHSS workers trained | Worker training schedule /sign-in sheet
# of conversations had | Conversation coaching contractor data base
% of conversations with a positive response to advance health care planning | Conversation coaching contractor data base
# of advance health care planning visits | Contractor record of organization assigned
**Objective 3: Collaborative Partnership**
Contractor shall interface with the IHSS Pilot team, advisory committee, other contractors and stakeholders to accommodate changes to the program, as needed.

**III. Reporting Requirements**

A. Contractor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Scope of Work/Deliverables (Part II) of this Exhibit. Progress reports shall include performance measures achieved during the reporting period. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

B. Contractor shall submit to County a narrative **Final Report** of all activities performed under the Scope of Work/Deliverables (Part II). Provide justification if deliverables are not met. The Final Report shall service as an evaluation and overview for services provided by the Contractor and include following information:
   a. Conversation Coaching program guidelines
   b. Summary report of Conversation Coaching program outcomes (successes, challenges and new opportunities identified)

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

D. A summary of services provided during the invoice period must be included with each invoice. Please provide required documentations as scheduled in the Deliverables to avoid delay of payment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
EXHIBIT B-1
ADDITIONAL PAYMENT TERMS

I. Budget Summary (1/1/2015 to 6/30/16)

<table>
<thead>
<tr>
<th>SECTION 1 SALARIES AND BENEFITS</th>
<th>Amount</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Contracted Staffing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Support/Data Entry ($20/hr X 10 hrs per week)</td>
<td>$10,400</td>
<td></td>
</tr>
<tr>
<td>Benefits 30%</td>
<td>$3,400</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td></td>
<td>$14,800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 2 SERVICES</th>
<th>Amount</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Subcontractors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conversation Coach Coordinator ($30/hr x 5 hrs per week)</td>
<td>$7,800</td>
<td></td>
</tr>
<tr>
<td>5 - Conversation Coaches ($150 per week) for 34 weeks</td>
<td>$29,000</td>
<td></td>
</tr>
<tr>
<td>6 - Conversation Coach Training Sessions</td>
<td>$2,100</td>
<td></td>
</tr>
<tr>
<td>SUBCONTRACTORS SUBTOTAL</td>
<td>$38,900</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 3 SUPPLIES AND EQUIPMENT</th>
<th>Amount</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Space and Utilities, Office rent @ $500 for 12 months</td>
<td>$6,000</td>
<td></td>
</tr>
<tr>
<td>3.2 Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$140</td>
<td></td>
</tr>
<tr>
<td>Computer and Accessories</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Phone, Postage, Internet</td>
<td>$280</td>
<td></td>
</tr>
<tr>
<td>3.3 Material Production/Distribution</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>3.4 Travel Mileage (@ .66 per mile X 575 miles)</td>
<td>$380</td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$9,300</td>
<td></td>
</tr>
</tbody>
</table>

| Amount Not to Exceed            | $63,000|              |

II. Terms and Conditions of Payment

A. Reimbursement
1. The total amount of reimbursement under the terms of the First Amendment of this Agreement shall not exceed $63,000.

2. Contractor shall bill the County monthly and invoice the County based on actual expenses incurred upon completion of each phase as outlined in Exhibits A-1 and B-1. Actual expenses of staff time are limited to the staff and costs as set forth in Exhibit B-1 Section I. A summary of services completed during the invoice period must be included with each invoice.

3. The term of this Agreement is from January 1, 2014 through June 30, 2016.

4. County shall process invoice submitted for reimbursement by Contractor within ten (10) working days of receipt of invoice, required report and any other back up documentation requested.

B. Invoicing Procedures

Contractor shall invoice the County monthly in accordance with the schedules listed in Exhibit A-1 & B-1. Invoice with an original signature, invoice number, services period and a P.O number should be sent to:

Marilyn Ababio  
Hospice Systems Coordinator  
1000 San Leandro Blvd. Suite 300  
San Leandro, CA 94577
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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGES</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>B  Commercial or Business Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive use. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>C  Workers' Compensation (WC) and Employers Liability (EL)</td>
<td></td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>WC: Statutory Limits</td>
</tr>
<tr>
<td></td>
<td>EL: $1,000,000 per accident for bodily injury or disease</td>
</tr>
</tbody>
</table>

D  ENDORSEMENTS AND CONDITIONS.

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 an 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 poicences 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:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Name 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 Form named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.

8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.
**CERTIFICATE OF LIABILITY INSURANCE**

**Producer:** Gene Gaffney Ins Services, Inc  
P.O. Box 429  
Occidental, CA 95465  
Angela Gianni

**Insured:** Comfort Homesake  
1440 Broadway, Suite 920  
Oakland, CA 94612

**Contact Person:** Angela Gianni  
Phone: 707-874-2666  
Fax: 707-874-1233  
Email: angela@gaffneyins.com

**Insurers Affording Coverage:**  
Philadelphia Indemnity Ins. Co

**Certificate Number:** PHPK1268124

**Revision Number:** 12/1/2014

**Coverages and Certificate Number:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Description</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Claims-Made</td>
<td>01/31/2016</td>
</tr>
<tr>
<td></td>
<td>Occur</td>
<td>01/31/2016</td>
</tr>
<tr>
<td></td>
<td>Policy Aggregate Limit Applies Per Occurrence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Excess Limit</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations:**

The County of Alameda, its board of supervisors and the individual members thereof, and all the county officers, agents, employees and representatives are named as Additional Insured per the attached CG20051185.

**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.

**Certificate Holder:**

Alameda County Health Care Services Agency  
1000 San Leando Blvd, Ste 300  
San Leando, CA 95477

**Authorized Representative:** Angela Gianni

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
The County of Alameda, its board of supervisors and the individual members thereof, and all the county officers, agents, employees and representative

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy these premises.

2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
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: Comfort Homesake, Inc.

PRINCIPAL: Sherre Patrick  TITLE: Treasurer

SIGNATURE: [Signature]  DATE: 2015/feb/10