

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

COLLEEN CHAWLA, Director



AGENDA _____ July 11, 2023

OFFICE OF THE AGENCY DIRECTOR

1000 San Leandro Boulevard, Suite 300

San Leandro, CA 94577

TEL (510) 618-3452

FAX (510) 351-1367

June 16, 2023

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

SUBJECT: APPROVE AN AMENDMENT TO MASTER CONTRACT NO. 902012 AND STANDARD SERVICES AGREEMENT WITH JOHN ERIC HENRY DBA STRATEGIC EMS CONSULTING TO OPERATE THE SAFE PARKING PROGRAM AND A SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT WITH BUILDING OPPORTUNITIES FOR SELF-SUFFICIENCY TO CONTINUE PROVIDING SHELTER AND PROPERTY MANAGEMENT SERVICES; DELEGATE AUTHORITY TO THE HCSA DIRECTOR AND CDA DIRECTOR, OR DESIGNEES, TO EXECUTE THE CONTRACTS; AND APPROVE THE ASSOCIATED BUDGET ADJUSTMENTS

Dear Board Members:

RECOMMENDATIONS:

- A. Approve an amendment to Housing Solutions for Health Master Contract No. 902012 to provide shelter operation and support services to Alameda County residents who are currently or formerly experiencing homelessness, with no change in the period of 5/1/21 – 6/30/24, and increasing the total not-to-exceed pooled amount from \$9,167,937 to \$9,807,937 (\$640,000 increase);
- B. Approve a Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 25354) with John Eric Henry DBA Strategic EMS Consulting (Principal: John Eric Henry; Location: Oakland) to operate the Safe Parking program in unincorporated Alameda County for homeless individuals residing in their vehicles, for the period of 7/1/23– 6/30/24, in the amount of \$125,000, to be managed by Community Development Agency (CDA);
- C. Approve a Second Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 22357) with Building Opportunities for Self-Sufficiency (Principal: Donald Frazier; Location: Berkeley) to continue to provide shelter and property management services at the Fairmont Navigation Center, extending the period of 5/1/21 – 6/30/23 by 3 months to 9/30/23, and increasing the total not-to-exceed amount from \$1,832,788 to \$2,347,788 (\$515,000 increase), to be managed by Health Care Services Agency (HCSA);
- D. Delegate authority to the HCSA Director and CDA Director, or designees, to execute the contracts, subject to approval as to form by County Counsel, and submit executed copies to the Clerk of the Board for filing; and
- E. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$515,000

DISCUSSION/SUMMARY:

On May 21, 2019, your Board approved the Housing Solutions for Health Vendor Pool Master Contract No. 901811 for the term of July 1, 2019 to June 30, 2022, in a not-to-exceed pooled amount of \$30,000,000 (File No. 30310, Item No. 15). The purpose of the Housing Solutions for Health Vendor Pool (Vendor Pool) is to provide: (1) outreach, engagement, benefits enrollment; (2) health and supportive services; and (3) housing and property-related services to Alameda County residents who are currently or formerly experiencing homelessness or who are living unstably. As part of that action, your Board also adopted a Resolution authorizing Health Care Services Agency Director (HCSA), to engage in a non-standard procurement that allows the HCSA Director to select qualified pool vendors as needed through a Request for Qualification (RFQ) process. Additionally, your Board authorized the HCSA Director to negotiate and execute Agreements and subsequent amendments as needed under the Master Contract, and to add qualified vendors to the Vendor Pool that successfully respond to future rounds of the RFQ process, with no changes to the total pooled amount or the contract term.

On August 4, 2020, your Board approved a First Amendment to the Vendor Pool Master Contract No. 901811 to extend the term to 6/30/25 and increase the total pooled amount to \$50,000,000 (\$20,000,000 increase) to address the ongoing homelessness crisis, and COVID-19 pandemic at the time (File No. 30518, Item No. 20). Subsequently, your Board approved 12 additional amendments to increase the total pooled amount of Master Contract No. 901811 from \$50,000,000 to \$93,719,232, with the most recent amendment approved on February 1, 2022 (File No. 30797, Item No. 3.1).

To improve ease of Vendor Pool tracking and reporting, HCSA created new Master Contracts (MCs), beginning June 8, 2021, to organize new Standard Services Agreements (SSAs) by service area with amendments to previously executed SSAs remaining with the original MC No. 901811. On June 8, 2021, your Board approved MC No. 902012 to provide shelter operation and support services for the term 5/1/21 – 6/30/22, with a total not-to-exceed pooled amount of \$1,200,000 (File No. 30660, Item No. 21). Subsequently, your Board approved 9 additional amendments to increase the total pooled amount of MC No. 902012 from \$5,272,768 to \$9,167,937, extending the term of 5/1/2021 – 12/31/22 by 18 months to 6/30/24, with the most recent amendment approved on June 6, 2023 (Item No. 12).

Today, HCSA requests your Board approve an amendment to MC No. 902012 to increase the total not-to-exceed pooled amount from \$9,167,937 to \$9,807,937 (\$640,000 increase), with no change to the term of 5/1/21 – 6/30/24, and approve the following two contracts under MC No. 902012, to provide shelter operation and support services:

- Standard Services Agreement with John Eric Henry DBA Strategic EMS Consulting (Strategic EMS Consulting), for the term of 7/1/23– 6/30/24, in the amount of \$125,000, to be managed by Community Development Agency's Housing & Community Development Department, to operate the Safe Parking program in unincorporated Alameda County for homeless individuals residing in their vehicles. Responsibilities would include overseeing the existing site of approximately 20 vehicle slots on the Fairmont Campus by providing physical site management, client services, program management, and coordination with partners. This includes managing outreach, applications, enrollment, and orientation to the program, overseeing flex fund distribution, & supporting clients individually. Strategic EMS Consulting has extensive experience providing site management, program management, and quality assurance. Through the vendor's past work in safe parking programs, thirty-eight percent of program participants have transitioned into short- or long-term housing, which is a successful outcome for safe parking programs. Strategic EMS Consulting has achieved this success through a holistic vision for client care that understands the need to include health care and a racial equity focus on client services, which

makes this vendor uniquely qualified to meet the needs of the diverse cliental that would utilize these services.

- Second Amendment to the Standard Services Agreement with Building Opportunities for Self-Sufficiency (BOSS), extending the term of 5/1/21 – 6/30/23 by 3 months to 9/30/23, and increasing the total not-to-exceed amount from \$1,832,788 to \$2,347,788 (\$515,000 increase), to be managed by Health Care Services Agency's (HCSA) Office of Homeless Care and Coordination, to continue to provide shelter and property management services at the Fairmont Navigation Center and continue to operate a joint medical respite model in conjunction with navigation and shelter services. Since the program began, 128 unique individuals have received services from BOSS; 82 entered through medical respite; 24 clients have exited to permanent housing; additionally, 6 clients have exited to a long-term care facility. Approval of this Second Amendment would allow for continued shelter related operational services to persons experiencing homelessness or who are at risk of homelessness.

Finally, HCSA and Community Development Agency (CDA) request your Board's approval to authorize the HCSA Director and CDA Director, or designees, to execute the agreements, upon review by County Counsel as to form, to facilitate negotiations and provide uninterrupted services, while the contracts are being finalized and ensure expedient payment to the contractors.

SELECTION CRITERIA/PROCESS:

On March 11, 2019, HCSA released Request for Qualification No. HCSA-900419, entitled "Housing Solutions for Health Vendor Pool." This opportunity is posted on General Services Agency's Contracting Opportunities website and was sent to subscribers of General Services Agency's Goods and Services – Current Contracting Opportunities. HCSA has conducted additional outreach including three informational sessions to review the Request for Qualification (RFQ) and answer questions from vendors.

Given the continued importance of advancing racial equity, HCSA updated the existing RFQ on December 10, 2020, to ask qualified vendors and new bidders to include information on how their services effectively meet the needs of groups most impacted by racial disparities in the homeless population. To qualify, vendors must have demonstrated at least three years of experience serving the target population for each of the core service categories that the vendor is seeking to be qualified. Qualified vendors are added to the approved vendor list. As described in the RFQ, acceptance into the Vendor Pool does not guarantee any minimum or maximum dollar amount or any awarded scope of services.

When vendors submit incomplete bid responses, they are notified that they may submit subsequent responses for entrance into the Vendor Pool upon resolving submission issues or obtaining the requisite experience. This RFQ is open continuously and ongoing responses will continue to be evaluated on a monthly basis throughout the duration of the Vendor Pool; organizations whose responses meet the qualification criteria will be added to the Vendor Pool. HCSA designed this rolling procurement to allow vendors who do not presently have the necessary experience for inclusion in the Vendor Pool to obtain that experience and bid for inclusion in the Vendor Pool. Vendors added to the Vendor Pool will be eligible for Agreements from County departments. All accepted responses to this RFQ and any pursuant Agreements will continue to be reported to your Board quarterly. Your Board previously signed a Resolution on May 21, 2019, and again on August 4, 2020, to authorize this non-standard procurement based on the ongoing homelessness crisis.

As of March 31, 2022, 79 vendors were qualified into the Vendor Pool. Building Opportunities for Self-Sufficiency (BOSS) and Strategic EMS Consulting were qualified into the Vendor Pool and have demonstrated relevant experience for at least three of the last 10 years providing services to people currently, formerly, or at risk of experiencing homelessness.

BOSS is a non-profit organization and therefore is exempt from Small, Local and Emerging Business (SLEB) Program requirements. John Eric Henry DBA Strategic EMS Consulting is a Certified Small business (Certification No. 15-00098, Expiration Date 11/30/2024).


FINANCING

Funding for the recommendations (\$640,000) comes from State One-Time Whole Person Care funds (\$200,000), Homeless Housing Assistance Program (HHAP) Round 3 (\$315,000), and Boomerang funds (\$125,000). Of this total, \$125,000 is included in the CDA FY 23-24 Approved Budget. For the remaining balance of \$515,000, HCSA requests an increase in appropriation with offsetting revenue of the same amount per the attached financial recommendations. Approval of these recommendations will have no impact on net County costs.


VISION 2026 GOAL

Providing services to County residents experiencing homelessness through the Housing Solutions for Health Vendor Pool meets the 10X goal pathways of **Healthcare for All**, **Eliminate Homelessness**, and **Accessible Infrastructure** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

DocuSigned by:

4C216765DCDF437...

Sandra Rivera, Director
Community Development Agency

AGENDA DATE: 7/11/2023

BOARD LETTER SUBJECT: APPROVE AN AMENDMENT TO MASTER CONTRACT NO. 902012 AND STANDARD SERVICES AGREEMENT WITH JOHN ERIC HENRY DBA STRATEGIC EMS CONSULTING TO OPERATE THE SAFE PARKING PROGRAM AND A SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT WITH BUILDING OPPORTUNITIES FOR SELF-SUFFICIENCY TO CONTINUE PROVIDING SHELTER AND PROPERTY MANAGEMENT SERVICES; DELEGATE AUTHORITY TO THE HCSA DIRECTOR AND CDA DIRECTOR, OR DESIGNEES, TO EXECUTE THE CONTRACTS; AND APPROVE THE ASSOCIATED BUDGET ADJUSTMENTS

BUDGET YEAR: 2024 **FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	454900	00000		\$315,000
	452120	00000		\$200,000
ORG TOTAL				\$515,000

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$515,000

The increase (decrease) in appropriations, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	610000	00000		\$515,000
ORG TOTAL				\$515,000

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$515,000

BY: 2024

FUND:

10000

The increase (decrease) in anticipated revenue, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	454900	00000		\$315,000
	452120	00000		\$200,000
ORG TOTAL				\$515,000

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$515,000

The increase (decrease) in appropriations, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	610000	00000		\$515,000
ORG TOTAL				\$515,000

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$515,000

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **11th** day of **July 2023**, to wit:

AYES: Supervisors Haubert, Marquez, Tam & President Miley – 4

NOES: None

EXCUSED: Supervisor Carson -1



PRESIDENT, BOARD OF SUPERVISORS

File No: 31053
Agenda No: 31
Document No: R-2023-365F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: 
Deputy

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of July 1, 2023, is by and between the County of Alameda, hereinafter referred to as the "County", and The Family Violence Law Center, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Access Points – Gender Based Violence services which are more fully described in Exhibit A hereto ("Program Description and Performance Requirements"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Access Points – Gender Based Violence services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Program Description and Performance Requirements
Exhibit B	Terms and Conditions for Payments
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Audit Requirements
Exhibit G	Additional Contract Provisions – Federal Provision
Exhibit G-1	Certification for Contracts, Grants, Loans, and Cooperative Agreements Certification Regarding Lobbying (Appendix A, 44 C.F.R. Part 18)

The term of this Agreement shall be from July 1, 2023 through June 30, 2024.

The compensation payable to Contractor hereunder shall not exceed ninety-five thousand dollars (\$95,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

By: DocuSigned by:
Colleen Chawla
CB284AE84C50405... Signature

Name: Colleen Chawla
(Printed)

Title: Director, Health Care Services Agency

Date: 7/30/2023

THE FAMILY VIOLENCE LAW CENTER

By: DocuSigned by:
Erin Scott
2EBBABA9BB9E45C... Signature

Name: Erin Scott
(Printed)

Title: Executive Director

Date: 6/13/2023

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

By: DocuSigned by:
K. Joon Oh
EFDCE3E661894A0...
K. Joon Oh
Deputy 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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving

Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's 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 County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational

Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement 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) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.
 - 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.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1404 Franklin Street, Suite 300
Oakland, CA 94612
Attn: Kerry Abbott

To Contractor: Family Violence Law Center
470 27th Street
Oakland, CA 94612
Attn: Erin Scott
Fax (510) 208-3557

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed.

Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Access Points – Gender Based Violence services shall not exceed \$95,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Intentionally deleted.
22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and

expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for up to an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, 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.

[END OF GENERAL TERMS AND CONDITIONS]

Master Contract 902013
Procurement Contract No. 25356

Form 110-17 Rev 01/06/2020



**Alameda County Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR)
FEDERAL GRANT FUNDS SMALL LOCAL EMERGING BUSINESS (SLEB) WAIVER REQUEST**

REQUIRED TO SOLICIT BIDS/PROPOSALS AND AWARD/AMEND CONTRACTS THAT INCLUDE FEDERAL GRANT FUNDS THAT PROHIBIT GEOGRAPHICAL PREFERENCES
DIRECTIONS: Please refer to the reverse side of this form for instructions. Submit completed form with supporting documents to Auditor-Controller Agency, OCCR, at GFC 20111 or via email at OCCR@acgov.org.

1. A. Requesting Department Name: Health Care Services Agency, Office of Homeless Care and Coordination
- B. Contact First / Last Name: Pamela Hill GIC: 24102 Email Address: phill@acgov.org Phone #: 510-268-4159
2. Procurement Description: HUD CoC grant funds will provide supportive housing services to Alameda Co. residents that are homeless or at risk of homelessness CFDA* No.: 14.267
3. ☒ Board letter(s) approving acceptance/expenditure of grant funds for the procurement described above is required. Check box #3 to confirm Board letter(s) is attached.
4. ☒ Enter the Code of Federal Regulations (CFR) number in 4A below and check box #4 to indicate if the Federal regulation is attached (as needed) and specifically prohibits geographical preferences from the procurement described above.
A. Federal Regulation Name/Number: 24 CFR Part 578 HUD
5. ☐ Check box #5 to indicate that the Federal grant funds are sub granted or passed through the State to the County where State laws prohibit geographical preferences from the procurement described above and that the sub grant documents are attached. Enter State regulation name and number below.
A. State Regulation Name/Number: _____
6. Select and check appropriate box below to indicate reason for waiver request:

<p>A. <input type="checkbox"/> Solicit Bids with County Counsel approved modified SLEB Provisions</p> <p>Waiver Request Date: ____/____/____</p> <p>Department Head Signature: _____ Date: _____</p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>OCCR Signature: _____</p> <p>Waiver Expiration Date: ____/____/____</p> <p>Federal Grant Funds SLEB Waiver: #F</p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p>B. <input checked="" type="checkbox"/> Award Contract/Issue PO</p> <p>Waiver Request Date: <u>5/22/2023</u></p> <p>1) Contractor Name/City: <u>Family Violence Law Center/ Oakland</u></p> <p>2) Total Contract Value: <u>\$95,000</u></p> <p>3) Contract Start Date: <u>7/1/2023</u></p> <p>4) Contract End Date: <u>6/30/2024</u></p> <p>5) Procurement Contract #: <u>25356</u> 5/22/2023</p> <p>Department Head Signature: <u>Pamela Hill</u> Date: <u>05/29/23</u></p> <p><input checked="" type="checkbox"/> Request approved by OCCR Date: <u>05/29/23</u></p> <p>OCCR Signature: _____</p> <p>Waiver Expiration Date: <u>06/30/24</u></p> <p>Federal Grant Funds SLEB Waiver: #F 2295</p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p>C. <input type="checkbox"/> Contract Renewal/Amendment</p> <p>Waiver Request Date: ____/____/____</p> <p><input type="checkbox"/> Amended Contract End Date: ____/____/____</p> <p><input type="checkbox"/> Increase Amount: \$ _____</p> <p><input type="checkbox"/> Total Amended Amount: \$ _____</p> <p><input type="checkbox"/> Procurement Contract #: _____</p> <p>Complete section B (at left) as needed.</p> <p>Department Head Signature: _____ Date: _____</p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>OCCR Signature: _____</p> <p>Waiver Expiration Date: ____/____/____</p> <p>Federal Grant Funds SLEB Waiver: #F</p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>
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* CFDA = Catalog of Federal Domestic Assistance

See waiver #F _____ for supporting documentation

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Family Violence Law Center (FVLC)

Contracting Department: Health Care Services Agency (HCSA),
Office of Homeless Care and Coordination (OHCC)

Contract Period: 07/01/2023 – 06/30/2024

Contract Amount: \$95,000

Program Name:
Access Points – Gender Based Violence #2

Contracted Services
Access and Coordination Services for Gender-Based Violence Survivors

Contractor will provide the following services to households in Alameda County that are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. Households fleeing to Alameda County but currently living in another jurisdiction should also be served. Contractor may subcontract as needed, with written approval from OHCC, to accomplish the work of this scope.

- **Centralized Access Point and Coordination:** Provide centralized access to the Coordinated Entry System and coordinate with Housing Resource Centers/Access Points across the county to ensure that individuals in this population are able to access housing resources.
- **Housing Problem Solving (HPS):** Provide Housing Problem Solving services and supports to identify safe, available alternatives to homelessness that can be secured with limited support, including administering one-time flexible funding to assist with move-in expenses and other needs relevant to getting and keeping housing, as available.
- **Coordinated Entry (CE) Access and Assessment:** When appropriate for housing and safety needs, administer the Coordinated Entry Crisis Assessment and/or Housing Assessment to eligible consumers not able to be housed/rehoused through HPS and provide information to consumers regarding their status within Coordinated Entry.
- **Targeted Outreach:** Conduct outreach to identify people who are experiencing homelessness to locate clients who are prioritized for a resource through Coordinated Entry.
- **Connection to other services and supports:** Provide services in locations where clients can access other supports such as basic needs, medical care,

links to training or employment, benefits, behavioral healthcare, legal services, housing search and other supports and programs when possible. Offer support in applying and obtaining such services.

- **Homelessness Prevention:** Administer rental assistance and other financial support for people at risk of homelessness, as available.

Program Goals

- Using a strength-based housing problem solving approach, seek temporary and permanent housing resolutions for individuals experiencing homelessness and those at imminent risk of homelessness.
- Provide support and links to available services by staff trained to understand structural racism and provide anti-racist support.
- Provide information quickly for those assessed, immediately provide any available information about what resources are available to them and assist them to the next step.
- Maintain connection with individuals who have been provided HPS and/or assessed and not likely to get a more intensive resource.
- Efficient and timely application process for available housing resources and close coordination with OHCC, housing operators, and housing authorities to complete the process.
- Navigation of individuals into permanent housing units for those who have been referred and matched to a housing resource through Coordinated Entry.
- Accurate and timely data collection and reporting (in aggregate) regarding applicants and their status/progress toward housing.
- Individuals receiving a housing subsidy or moving into supportive housing in need of ongoing TSS are matched and receive those services through SSA contractors or OHCC, as appropriate and available.

Terms of Service

- 1) All Housing Problem Solving, Assessment, Outreach, and Prevention services shall be offered following the policies and procedures adopted by HCSA as the Coordinated Entry Management Entity.
- 2) All administration of one-time flexible funding shall follow the policies and procedures adopted by HCSA as the Coordinated Entry Management Entity.

- 3) Contractor shall provide timely data entry of all consumers served into a data system with fields consistent with the Homeless Management Information System (HMIS), HCSA may require the provider to utilize a specific agreed upon database. At a minimum, entry will include the consumer profile, project entries, assessments, services provided, flexible funding provided, annual updates, and project exits, as applicable.
- 4) Contractor staff shall update client status in the data system any time a client has a change in housing status, income, benefits enrollment, insurance enrollment, or employment and if likely to change prioritization, the assessments shall be updated.
- 5) Contractor staff shall help clients who score above the threshold score for Permanent Supportive Housing on the Housing Assessment or are otherwise matched to a housing subsidy, obtain core housing documents compliant with HUD regulations, including government-issued photo identification, social security card, verification of disability, and homelessness verification. Contractor staff shall upload copies of these documents into HMIS-comparable data system.
- 6) Contractor shall complete document readiness assessments and track an individuals' document readiness expiration date for households scoring above the threshold score for supportive housing in accordance with policies adopted by HCSA as the Coordinated Entry Management Entity.
- 7) Contractor shall locate and outreach to individuals who have been prioritized and matched to a housing resource whom were assessed by or who have a service relationship with the Contractor.
- 8) Contractor shall support individuals through the application process when matched to a housing resource.
- 9) Contractor shall collaborate with local health care providers, street health outreach teams, other organizations serving survivors, and Health and Housing Community Supports (HCS) providers to facilitate referrals, warm hand-offs, and care coordination.
- 10) Staff will attend provider trainings as applicable to their role.
- 11) Contractor shall abide by HUD coordinated entry access requirements as listed in Exhibit A-1 (<https://www.hud.gov/sites/documents/17-01CPDN.PDF>) and Alameda Coordinated Entry Policies (<https://homelessness.acgov.org/homelessness-assets/docs/coordinated-entry/Alameda-County-Coordinated-Entry-Policies.pdf>)
- 12) Contractor shall abide by Alameda County Written Standards

- 13) Contractor shall provide the documentation required for the County to submit invoices to HUD for services covered by this source and include information about matched funds in invoices.
- 14) Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a 'data lead').
- 15) Contractor will provide contracted services to a minimum of 15 households and a target of 20 households per month who are in Alameda County and fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. After one year, the target number of households served per month will be re-examined based on actual clients served and lessons learned.
- 16) Using the REAL BASIC model (Exhibit A-2) contractor shall connect individuals to resources and services that address:
 - a. basic needs
 - b. medical care and behavioral healthcare (e.g., Federally Qualified Health Centers or other providers)
 - c. training or employment
 - d. legal resources
 - e. benefits (Medi-Cal, CalFresh, SSI/SSDI, etc.)
 - f. housing search and support in applying for housing.
- 17) Contractor will follow the minimum team staffing requirements:

Staff Role	Minimum FTE: Countywide
Access Point Supervisor	.1
Coordinated Entry Specialists	1
Data Coordinator	.1

- 18) Provide a designated phone line with a voice mail box to accept referrals. Contractor shall make an effort to respond to phone contacts within 24 hours during the week and within 72 hours for messages received on weekends.
- 19) Provide HCSA and Eden I&R with up-to-date information regarding procedures, and phone number(s).

- 20) Coordinate and communicate regularly with other GBV provider agencies making referrals.
- 21) Participate in building out and refining a work plan for our community to better serve the target population. Provide aggregate data as needed to support this work.
- 22) Contractor shall share de-identified information with OHCC for the purposes of matching to housing resources and shall report on progress to OHCC regularly.
- 23) Meet with OHCC as needed to share aggregate and de-identified information about progress and to address any process challenges.

Program Eligibility

Contractor shall serve any and all qualifying households, on a prioritized basis, as specified in the Coordinated Entry policies, within (or connected to) the region that it covers who:

- Are living in Alameda County; AND
- that are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; AND
- Are experiencing homelessness or are at imminent risk of homelessness, including any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; AND
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Region:

Contractor shall serve or immediately connect to services any and all households who self- report connection to Alameda County or are fleeing to Alameda County

Contract Deliverables

Contractor shall provide the following services/deliverables

Process Objectives

PROGRAM DELIVERABLE	PERFORMANCE MEASURE	DATA SOURCE
Coordinate and complete application process for housing resources matched through Coordinated Entry	No. of applications submitted	Monthly Reporting
Provide navigation services to individuals matched to a housing resource through Coordinated Entry until connected to another navigation resource	No. of individuals matched to a housing resource provided housing navigation by contractor	Monthly Reporting
Provide Housing Problem Solving Services	No. of heads of households with whom HPS conversations held	Monthly Reporting
Assess eligible consumers for Coordinated Entry Crisis Resources	No. of Crisis Assessments conducted	Monthly Reporting* *Once data system is set up to allow for de-identified Crisis Assessments for the target population
Assess eligible consumers for Coordinated Entry Housing Resources	No. of Housing Assessments conducted	Monthly Reporting* *Once data system is set up to allow for de-identified Housing Assessments for the target population

Quality Objectives

PROGRAM DELIVERABLE	PERFORMANCE MEASURE	DATA SOURCE
Real-time, complete and accurate entry of data into HMIS-comparable database	At least 90% of program entry, assessment, services and update, and exit data will be entered on the	Monthly Report
	day services are provided and will meet data quality standards	

Consumer feedback on services	Quarterly collection of consumer feedback on ways to enhance services through surveys, focus groups, community meetings, or other means determined by Contractor and approved by HCSA as the Management Entity	Quarterly Narrative Report
Staff Training	At least 16 hours per year of training per staff member focused on improving staff and services quality and capacity	Quarterly Narrative Report

Impact Objectives

PROGRAM DELIVERABLE	PERFORMANCE MEASURE	DATA SOURCE
Households in target population resolve housing crisis through Housing Problem Solving	No. of households who resolved housing crisis through housing problem solving % of households who received HPS services and resolved their housing crisis	Monthly Report and Quarterly Narrative Report
Complete assessments on at least 50% of those not housed/rehoused through housing problem solving within 60 days of contact	No. of Housing Assessments within 60 days, as a percentage of total households for which HPS was not successful	Monthly Report and Quarterly Narrative Report
Successful exits from Coordinated Entry	No. of households who exited to permanent housing % of households who exited to permanent housing	Monthly Report and Quarterly Narrative Report

Reporting & Evaluation Requirements

Contractor shall input data into the Homeless Management Information System (HMIS) or comparable system and submit any reports requested by County financial or program monitors as needed or requested. Contractor shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding.

Contractor shall submit monthly reports to document progress toward the deliverables above and any financial support provided (flexible funds or prevention funds provided).

Contractor shall submit quarterly and annual narrative reports on a County reporting template using HMIS data to document the following: 1) Progress on process, quality, and impact objectives; 2) Stories of success with consumers; 3) Efforts to improve on performance objectives planned for next quarter or year; 4) Summary of consumer feedback on supportive services; 5) Requests for support from County to help improve performance.

All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. All reports are due on the 15th of the following month for the preceding month, quarter or year. It is expected that data clean-up and quality assurance is completed by this deadline for the reporting period.

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

Quarterly Reporting

Contractor will provide the draft narratives for quarterly reporting of deliverables. The required information includes: Description of services (100 words max), Key Accomplishments (100 words max), and Highlight of accomplishments, successes, challenges and/or barriers (200 words max).

The due date for these reports is as follows:

Service Period	Due to County
FY 23-24 Q1: 07/01/2023 – 09/30/2023	10/31/2023
FY 23-24 Q2: 10/01/2023 – 12/31/2023	01/31/2024
FY 23-24 Q3: 01/01/2024 – 03/31/2024	04/30/2024
FY 23-24 Q4: 04/01/2024 – 06/30/2024	07/31/2024

Additional Requirements

Certification/Licensure/ Confidentiality

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

EXHIBIT B
TERMS AND CONDITIONS FOR PAYMENT

I. Budget Summary

July 1, 2023 – June 30, 2024

	HUD DV CES
Personnel – Salaries	\$68,000
Personnel – Fringe Benefits	\$17,019
Contract Services	\$1,000
Travel and Meetings	\$500
Administrative/Overhead	\$8,841
TOTAL	\$95,000

II. Terms and Conditions of Payment

- A. The total amount of reimbursement under the terms of this Agreement shall not exceed a total of \$95,000 during the contract term. Funds shall be used solely in support of the program budget, as set forth above in this Exhibit B.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred. **The final invoice for this contract must be received no later than August 15, 2024.**
- C. Invoice must be accompanied by reports described in Exhibit A, as applicable, on services provided during that invoice period referencing the services in Exhibit.
- D. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt of receipt, review and approval of invoice, reports, and any other back up documentation as requested, including documentation demonstrating successful completion of the deliverables under Exhibit A(s).

III. Invoicing Procedures

Invoices will be reviewed for approval by the County Health Care Services Agency. Invoices with an invoice number, PO number, and service period, accompanied by the required report(s), should be emailed to:

COLLEEN BUDENHOLZER Colleen.Budenholzer@acgov.org
CC: CONTRACTS OHCC ContractsOHCC@acgov.org

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 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 by August 15, 2024. All claims submitted after August 15, 2024 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 August 15, 2024 will be disallowed under audit by the County.

Sub-Contractor Requirements:

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

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 contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for 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.
- Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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. 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. 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. 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. 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". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Gina Bonafede PHONE (A/C, H/L, Ext): 818-530-8617 FAX (A/C, H/L): E-MAIL: Gina.Bonafede@ajg.com ADDRESS:														
INSURED Family Violence Law Center 470 27th Street Oakland CA 94612	License: 0069293 FALMVC-01														
<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Employers Preferred Insurance Company</td> <td>10346</td> </tr> <tr> <td>INSURER B: Berkley Regional Insurance Company</td> <td>29580</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Preferred Insurance Company	10346	INSURER B: Berkley Regional Insurance Company	29580	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 1522053907 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 CERTIFICATION 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.

LINE	TYPE OF INSURANCE	ADD. RISK	POLICY NUMBER	POLICY EFF.	POLICY EXP.	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	HHN 8525975 - 16	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Per one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		HHN 8525975 - 16	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		HHN 8525975 - 16	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EIG471222502	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B	Sexual Abuse Liability		HHN 8525975 - 16	4/1/2023	4/1/2024	Per Claim \$1,000,000 Aggregate \$3,000,000

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

Policy: Employee Benefits
 Policy#: HHN 8525975 - 16
 Carrier: Berkley Regional Insurance Company
 Policy Term: 4/1/2023 To 4/1/2024
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000

Nonprofit Legal and other Services for victims of family violence

See Attached...

CERTIFICATE HOLDER Alameda County Health Care Services Agency Attn: Kerry Abbott 1404 Franklin Street, Suite 300 Oakland CA 94612	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)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: FAMIVIO-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Family Violence Law Center 470 27th Street Oakland CA 94612
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

County of Alameda, Health Care Services its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are named additional insured with respect to the operations of the named insured. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2022

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

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

PRODUCER Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta GA 30339		CONTACT NAME: David Kessler PHONE (A/C, H/L, F): 202.452.9870 FAX (A/C, H/L): 202.452.9879 E-MAIL ADDRESS: d.kessler@nlada.org	
INSURED Family Violence Law Center 470 27th Street, Oakland, CA 94612		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company NAIC # 12833 INSURER B: 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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
Professional Liability		L1A9144870 12	08/03/2022	08/03/2023	\$1,000,000 each claim \$1,000,000 in the aggregate

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

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

CERTIFICATE HOLDER Alameda County Social Services Contracts Office - Attn: Nicole Smith 2000 San Pablo Ave. 4th Floor Oakland, CA 94516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David Kessler</i>
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ACORD 25 (2010/05)

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POLICY NUMBER: HHN 8525975 - 16

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

Berkley Regional Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us; but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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: The Family Violence Law Center

PRINCIPAL: Erin Scott TITLE: Executive Director

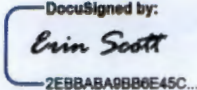
SIGNATURE:  DATE: 6/13/2023

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and The Family Violence Law Center, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean

any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule

if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate

shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-

identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered

Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third-Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the

protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: The Family Violence Law Center

By (Signature):  _____

Print Name: Erin Scott

Title: Executive Director

Date: 6/13/2023

EXHIBIT F
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial

audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. **AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT G

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving 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, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3. The Contractor will not discharge or in any other manner discriminate against any employee or

applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such

government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- E. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:
1. **Clean Air Act (42 U.S.C. 7401–7671q).**
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401

et seq.

- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act (33 U.S.C. 1251–1387).

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. Debarment and Suspension. In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

- 1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. Conflict of Interest. By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials.**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
- K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter

the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

- L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
 - 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the

overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services.**
 1. **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 2. **Prohibitions.**
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for

Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as

critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. License and Delivery of Works Subject to Copyright and Data Rights. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. Affirmative Socioeconomic Steps for Subcontracts. As a condition for the

approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland "Anti-Kickback" Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

A. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. Copeland "Anti-Kickback" Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

EXHIBIT G-1

Certification for Contracts, Grants, Loans, and Cooperative Agreements

CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, The Family Violence Law Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Erin Scott
2EBBABA9BB6E45C...

6/13/2023

Signature of Contractor's Authorized Official

Date

Erin Scott

Executive Director

Name

Title

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: The Family Violence Law Center DEPT #: 350106

TITLE/SERVICE: Access Points – Gender Based Violence (GBV) #2

DEPT. CONTACT: Colleen Budenholzer PHONE: 510-567-8004

- | I. INFORMATION ABOUT THE CONTRACTOR | YES | NO |
|-----------------------------------------------------------------------------------------------------------------|-------|-----|
| 1. Is the contractor a corporation or partnership? | (X) | () |
| 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? | (X) | () |
| 3. If the answer to BOTH questions is YES, provide the employer ID number here: <u>94-2527939</u> | | |
| No other questions need to be answered. Withholding is not required. | | |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:
— | | |
| No other questions need to be answered. Withholding is not required. | | |
| 5. If the answer to question 2 is NO, continue to Section II. | | |

- | II. RELATIONSHIP OF THE PARTIES | YES | NO |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | () | () |
| 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? | () | () |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? | () | () |

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()

3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:

Erin Scott

2EBBABA9BB6E45C...

Executive Director,
The Family Violence Law Center

Erin Scott
Printed Name

6/13/2023

Date

DocuSigned by:

Colleen Chawla

Director, CS0405...

Health Care Services Agency

Colleen Chawla
Printed Name

7/30/2023

Date

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Strategic EMS Consulting Inc. DEPT #: 260600

TITLE/SERVICE: Fairmont Campus Safe Parking

DEPT. CONTACT: Michael Drane PHONE: (510) 670-6487

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: 47-5167632
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()


IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

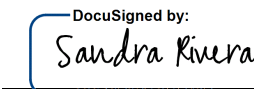
DocuSigned by:

50DC44CB00A740E...
Contractor Signature

John Eric Henry

Printed Name

7/10/2023

Date

DocuSigned by:

4C216765DCDF437...
Alameda County Community Development
Agency Director

Sandra Rivera

Printed Name

7/11/2023

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 11, 2023, is by and between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as the “COUNTY”, and Strategic EMS Consulting Inc., a California stock corporation, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

Whereas, COUNTY desires to obtain safe parking services which are more fully described in Exhibit A, attached hereto; and

Whereas, CONTRACTOR has adequate capacity and experience to provide such services and is willing to provide same to COUNTY; and

Whereas, COUNTY approved on May 21, 2019 (Item No. 15) the use of the Housing Solutions for Health Vendor Pool to provide outreach, engagement, benefits enrollment, health and supportive services, and housing and property-related services, to Alameda County residents who are currently or formerly experiencing homelessness;

Now, therefore, it is agreed that COUNTY does hereby retain CONTRACTOR to provide safe parking services, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

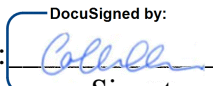
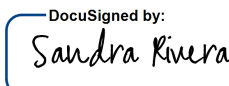
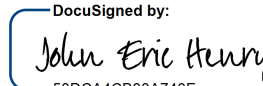
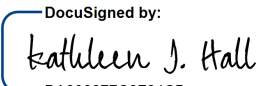
Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2023 through June 30, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed \$125,000 (*One hundred twenty-five thousand dollars*) for the term of this Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

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

COUNTY OF ALAMEDA	A.C. COMMUNITY DEVELOPMENT AGENCY	Strategic EMS Consulting Inc.
By:  <small>DocuSigned by: CB284...</small> Signature	By:  <small>DocuSigned by: 4C21B765DCDF437...</small> Signature	By:  <small>DocuSigned by: 50DEA4CB00A740E...</small> Signature
Name: Colleen Chawla (Printed)	Name: Sandra Rivera (Printed)	Name: John Eric Henry (Printed)
Title: <u>Health Care Services Agency Director</u>	Title: <u>Community Development Agency Director</u>	Title: <u>Principal Consultant</u>
Date: <u>7/30/2023</u>	Date: <u>7/11/2023</u>	Date: <u>7/10/2023</u>
Approved as to Form:		
DONNA R. ZIEGLER, COUNTY COUNSEL By:  <small>DocuSigned by: DA808277C6F24CB...</small> Kathleen J. Hall, Deputy 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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an independent contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of COUNTY is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two weeks' notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to

injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The COUNTY may participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to COUNTY, including defense costs, and shall not be limited by any insurance limits.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of COUNTY, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COUNTY.

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The COUNTY and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of CONTRACTOR's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the COUNTY, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. CONTRACTOR's 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 COUNTY. CONTRACTOR's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the COUNTY before COUNTY's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., CONTRACTOR shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from

COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify the Alameda County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-Contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement 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 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.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
11. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns to the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's sub-Contractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR also hereby assigns to the COUNTY and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONTRACTOR's Information System, respecting in any way the subject matter of this Agreement.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In CONTRACTOR's contracts with other Contractors, CONTRACTOR shall expressly obligate its Sub-Contractors to grant the COUNTY the aforesaid assignment and license rights as to that CONTRACTOR's Documents and Materials. CONTRACTOR agrees to defend, indemnify, and hold the COUNTY harmless from any damage caused by a failure of the CONTRACTOR to obtain such rights from its Contractors and/or Sub-Contractors.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify

and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection. The COUNTY's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the COUNTY, as determined in the reasonable judgment of the Board of Supervisors of the COUNTY.

The CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the COUNTY will be kept confidential and not be disclosed to any other person. The CONTRACTOR agrees to immediately notify the COUNTY by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the COUNTY hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA
Housing and Community Development Department
224 West Winton Avenue, 108
Hayward, Ca 94544
Attn: Director Housing and Community Development

To CONTRACTOR: Strategic EMS Consulting Inc.
4096 Piedmont Ave Unit 552
Oakland, CA 94611
Attn: Principal Consultant

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its

employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. CONTRACTOR shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The CONTRACTOR shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Alameda, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the COUNTY makes the final or last payment or

within three (3) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate, or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate, or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its transitional housing services shall not exceed \$125,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** CONTRACTOR has been approved by COUNTY to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the COUNTY's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, CONTRACTOR may be required to immediately comply with the COUNTY's Small and Emerging Local Business provisions, including but not limited to:

- a. CONTRACTOR must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. CONTRACTOR shall ensure that their own certification status and/or that of

participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. CONTRACTOR shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the COUNTY. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the COUNTY department contract representative identified under Item #13 above. CONTRACTOR will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

COUNTY will be under no obligation to pay CONTRACTOR for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, CONTRACTOR shall provide COUNTY ten (10) working days to refer to CONTRACTOR, potential candidates to be considered by CONTRACTOR to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that CONTRACTOR has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. CONTRACTOR shall verify subcontractor's compliance.
 - d. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents

(Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit, or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY’s prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 33 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with COUNTY’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for additional time needed to complete the scope of work by mutual agreement of the COUNTY and the CONTRACTOR.
36. SIGNATORY: By signing this agreement, 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

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

37. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

County Counsel Signature:  _____
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EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name	Strategic EMS Consulting Inc.
Contract Period	July 1, 2023 – June 30, 2024
Type of Services	Physical Site Management, Partnership & Community Coordination, Client Services, Program Management for Fairmont Safe Parking
Procurement Contract No.	25354

I. Program Information and Requirements

A. Program Objectives

CONTRACTOR shall provide services to accomplish the following objectives:

- i. Provide a safe place for individuals experiencing homelessness to park their vehicles at 2200 Fairmont Drive, San Leandro, California 94575;
- ii. Provide problem solving support, referrals, and assistance with the goal of getting each individual into stable housing.

B. Target Population

CONTRACTOR shall provide services to adults in Alameda County experiencing homelessness and living in their vehicles, in accordance with applicable County policies and procedures documents.

C. Referral Process to Program

- i. Clients served under this program shall be identified through outreach conducted by the COUNTY's Health Care for the Homeless' Street Health or other homeless outreach teams, 2-1-1, Alameda County Sheriff's Office or by self-referral.
- ii. CONTRACTOR shall respond to individual referrals/requests and screen for eligibility within 3 working days.

D. Program Eligibility

- i. All individuals must have a current driver's license, vehicle registration, liability insurance and an operating vehicle that meets the size requirements (not an RV or converted van).

E. Program Requirements - Minimum Staffing Requirements

- i. CONTRACTOR shall assign staff to this program who have experience managing property/facilities and working with people in a community setting;
- ii. CONTRACTOR staff assigned to this program must pass LIVESCAN requirements (In-Home Supportive Services minimum standards);

II. Contracted Services

CONTRACTOR shall provide:

A. Physical Site Management

- i. Maintain clean, sanitary, and safe facilities that promote rest, 24/7 access for clients, meaningful engagement in services, and overarching program objectives;
- ii. Ensure site and facilities meet all applicable federal, state, and local health and safety regulations;
- iii. Conduct regular and frequent on-site safety and vehicle maintenance checks throughout daily operations. This includes ensuring that vehicles are operable;
- iv. Coordinate and monitor program staff, volunteers, support staff, and any site monitors or safety personnel assigned to the physical site or immediate vicinity.

B. Partnership & Community Coordination

- i. Operate and manage a direct access phone line to ensure timely communication between program staff, clients, and community members regarding the program site and operations;
- ii. Liaise effectively and collaboratively with community stakeholders with an approach that demonstrates sensitivity to different opinions related to homelessness; problem solve, address, or escalate concerns or complaints arising from community members to COUNTY contact staff;
- iii. Maintain relationships with community-based partners including, but not limited to, the COUNTY's contracted service partners, faith-based organizations providing services to persons experiencing homelessness, and other homeless Community-Based Organizations in the region;
- iv. Ensure client privacy and confidentiality at all times.

C. Client Services

- i. Develop and maintain proactive, trusting, and supportive relationships with clients (individual program participants);
- ii. Provide real-time problem-solving support to clients regarding vehicle, financial, housing, identification, and other stabilizing factors (e.g., identifying a place for a warm breakfast, pet care);
- iii. Within two weeks of enrollment, work directly with clients to develop personal stabilization goals related to safety, economic security, and housing, and identify barriers to achieving these goals;
- iv. Maintain a list or reference document of programs and services for persons experiencing homelessness or short-term crises that can be used to address client needs;
- v. If available, support clients in accessing temporary financial assistance (TFA) for addressing emergencies (e.g. small vehicle repairs, security deposits, etc.);
- vi. If available, ensure all requests for TFA align with clients' personal stabilization goals;
- vii. Provide referrals, warm hand-offs, and linkages to County and community-based services to resolve client barriers to achieving personal goals such as, but not limited to: Coordinated Entry System (CES) assessment, housing navigation,

Medi-Cal and HealthPAC enrollment and renewal assistance, public benefits enrollment, physical health services, Mental Health Alameda County Behavioral Health Services, Substance Use Disorder treatment, temporary financial assistance, etc.;

- viii. Coordinate on-site or off-site CES assessments for all clients, and support clients in attending these appointments;
- ix. Coordinate with all providers working with clients, including Behavioral Health care case managers, housing navigators, etc.;
- x. Coordinate with participating agencies' multi-disciplinary teams using COUNTY protocol to share and exchange information that expedites linkage of individuals and families to housing and services;
- xi. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS (Acute Crisis Care and Evaluation for Systemwide Services) to support clients who need to connect to specialty mental health services.

D. Program Management

i. Outreach and Recruitment

- a) Disseminate descriptive and educational materials to referring agencies (CBOs, 2-1-1, Housing Resource Centers, etc.) about the program, including eligibility requirements and enrollment procedures;
- b) Promote the benefits of the program throughout the network of homeless service providers and local community;
- c) Collaborate with community-based service partners to conduct outreach and education with persons experiencing homelessness about the Safe Parking program;
- d) Maintain a census of clients referred, applied, and utilizing the program and track client flow.

ii. Screening, Eligibility, and Enrollment

- a) Initiate and coordinate screening and registration process for applicants and referrals by telephone, in-person meetings, and email;
- b) Review completed screenings and determine program eligibility;
- c) Within a timeline to be agreed upon by COUNTY, ensure timely and respectful communication with applicants regarding eligibility and enrollment;
- d) When applicants' vehicles prohibit eligibility, work directly with the applicant to resolve that issue so they can achieve eligibility (e.g. small vehicular repairs, obtaining a valid driver's license, etc.);
- e) Direct ineligible applicants to other community providers such as Housing Resource Centers (HRCs) and 2-1-1;
- f) Maintain a program waiting list and notify waitlisted individuals of their status at least every 14 days;
- g) Conduct on-location orientations and complete intake and enrollment documentation with new clients within 2 days of acceptance into the program;
- h) Ensure all forms and documents are complete and accurate;

- i) Describe and explain the grievance procedure to all clients upon enrollment;
 - j) Collect and maintain screening, eligibility, and enrollment records;
- iii. Reassessment and Recertification
- a) Reassess clients for program eligibility at least every 90 days;
 - b) Determine eligibility for program extensions based on clients' progress toward self-determined stabilization goals;
 - c) Maintain thorough documentation of reassessments and recertifications for program extensions;
- iv. Incident and Grievance Reporting
- a) In the event of a critical or safety incident, including all calls for emergency services, ensure timely reporting to the COUNTY within 24 hours;
 - b) Adhere to all applicable federal and state laws and Alameda County policies and procedures, including any relevant COUNTY grievance procedures approved in collaboration with COUNTY;
- v. Adjustment and Termination of Assistance
- a) Document all instances of client non-compliance with program rules and expectations, and also document potential restorative measures to support clients in meeting program participation requirements;
 - b) If necessary, adhere to Alameda County Safe Parking draft program policies and procedures, once adopted, to adjust or terminate services;
- vi. Quality Assurance (QA), Management, and Oversight
- a) Staff on-site or available to clients 40 hours per week on a regular, posted schedule;
 - b) Guarantee client privacy, confidentiality, and data security at all times;
 - c) Maintain a safe environment, free from harassment, for all clients and staff;
 - d) Ensure program operations, data collection, and reporting comply in full with all COUNTY policies and procedures;
 - e) Perform ongoing quality assurance and monitoring of required client and program documentation, including, but not limited to: program referrals and applications; intake and enrollment documents; personal stabilization plans, goals, and barriers; temporary financial assistance (TFA) requests and disbursement; and external referrals;
 - f) Maintain updated, timely client data in the COUNTY's Homeless Management Information System (HMIS) at least monthly;
 - g) Conduct regular and anonymous client satisfaction surveys and keep survey results on file for potential program monitoring purposes;
 - h) Proactively seek participant input to refine or propose program policies or procedures;
 - i) Collaborate with COUNTY staff to enhance, improve, or expand program operations using participant feedback and up-to-date research on best practices;

- j) Document and provide QA data for reporting on contractually required performance;
- k) Review and process all invoices, performance reporting, or check requests in a timely manner consistent with Alameda County requirements;

III. Contract Deliverables and Requirements

A. Contract Deliverables

CONTRACTOR shall provide the following services/deliverables:

- i. CONTRACTOR shall submit an up-to-date organizational chart reflecting all positions staffing the program at the time of program initiation;
- ii. CONTRACTOR shall submit job descriptions to the COUNTY for all team positions, including the program manager, within one month of contract commencement. CONTRACTOR shall maintain current job descriptions on file with COUNTY for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of COUNTY. CONTRACTOR shall submit revised job descriptions meeting the approval of the COUNTY prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the COUNTY;
- iii. CONTRACTOR shall adhere to policies and procedures for the Safe Parking Program.
 - a. CONTRACTOR shall implement and enforce approved policies and procedures as well as rules for program participants;
 - b. CONTRACTOR shall establish and maintain a written policy which describes the CONTRACTOR 's internal process for resolving client complaints and grievances.

IV. Reporting and Evaluation Requirements

A. MONTHLY REPORT SUMMARY

CONTRACTOR shall report on the following outcomes each month and shall meet the goals described below for each category.

- a. **Numbers of Instances of Service:**
 - 1) Each interaction in which a member of the target population receives services through this contract.
- b. **Number of Individuals Served:**
 - 1) Unduplicated clients served
 - i. Unduplicated clients served that left the program in the past month
 - ii. Unduplicated clients served that left the program prior to the

- past month
- 2) Intakes performed
- 3) Total number of phone calls received and processed or referred
- 4) Total number of website inquiries received and responded to
- 5) Intensive Need Clients
- 6) The following demographic characteristics of clients served
 - i. Age, gender, race, ethnicity, city of last residence
 - ii. Residence prior to entry
- 7) Proportion of individuals served that were chronically homeless.
- 8) Proportion data that was entered into HMIS within 3 days.
 - i. Goal: 100%

c. Program Impact and Outcomes:

- 1) Proportion of client records who reported income information at entry and annual/exit assessments.
 - i. Goal: 100%
- 2) Proportion of clients who maintained or increased their income.
 - i. Goal: 50%
- 3) Proportion of clients who were enrolled in mainstream benefits such as CalFresh, WIC, SSI, CalWorks, and other similar services, at annual/exit assessment.
 - i. Goal: 20%
- 4) Proportion of clients who are eligible for Medical and were enrolled in health insurance at annual/exit assessment.
 - i. Goal: 20%
- 5) Number and percentage of unsheltered individuals who have exited the program into permanent housing
 - i. Goal: 15%
- 6) Track proportion of clients who were enrolled in health insurance at annual/exit assessment.

V. Additional Requirements

A. Certification/Licensure

CONTRACTOR shall ensure that all personnel are licensed, certified, and credentialed in accordance with all legal requirements, and are qualified by training and experience to perform the services they are assigned to perform.

B. Other Requirements

- i. It is the responsibility of the CONTRACTOR to ensure that all services are provided in accordance with pertinent laws, regulations, codes and permits; professionally recognized standards; prevailing standards of medical practice in the community; and all provisions of this contract, including record-keeping and reporting requirements, whether provided by CONTRACTOR at a CONTRACTOR site, or through referral to an outside provider.
- ii. Contractor shall promptly handle complaints, appeals, and grievances. An individual may file a complaint, appeal or grievance with the COUNTY or the CONTRACTOR. If an

individual files a complaint, appeal, or grievance with CONTRACTOR, the COUNTY delegates to CONTRACTOR the responsibility of handling in a professional manner and in accordance with all COUNTY policies that complaint, appeal or grievance.

CONTRACTOR shall establish and maintain a written policy which describes the CONTRACTOR's internal process for resolving client and potential client complaints and grievances. The policy shall be made available for review upon COUNTY's request. The CONTRACTOR shall designate a contact person for the COUNTY to contact regarding complaints, appeals and grievances that are filed with the COUNTY.

C. Entirety of Agreement

CONTRACTOR shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

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EXHIBIT B
PAYMENT TERMS

1. COUNTY approves the following budget for services performed by CONTRACTOR:

<u>Item</u>	<u>Amount</u>
A.1. Housing Navigator 0.025 FTE (Salary: \$57,600)	\$1,440
A.2. Staff Fringe Benefits (28%)	\$403
A.3. Safe Parking Program Lead 1 FTE	\$75,350
B.1. Office Supplies (Cleaning, signage, paint, keys and locks, battery chargers, etc.)	\$12,500
C.1. Operations (Laundry, Internet, etc.)	\$14,000
D.1. Flexible Funds (car repair, license or registration renewal, fine remediation, etc.)	\$18,307
E.1. Overhead (Accounting, Human Resources, other administrative costs)	\$3,000
<u>Total</u>	<u>\$125,000</u>

2. All requests for reimbursement shall be submitted via City Data Services and shall contain both the invoice and the expense report (with corresponding back-up documentation). Back-up documentation for all requests must contain an authorized signature (DocuSign or scanned handwritten signatures accepted), invoice number, total amount requested, and amounts toward each line item on the approved budget. This documentation shall be called an "Invoice" and shall track disbursements made by budget line item, current requests, and amount remaining in the budget line item. Back-up documentation remaining balances must match the balances reflected on the City Data Services portal for approval.
3. Invoices shall be reviewed by the liaison assigned to monitor this contract and shall be approved by the Community Development Agency's Director of the Housing and Community Development Department or the Director's designee. COUNTY will use its best efforts to make payment to CONTRACTOR upon successful completion and acceptance of the services listed within thirty (30) days upon receipt and approval of invoice.
4. Total payment under the terms of this Agreement will not exceed the total amount of \$125,000. This includes all taxes and all other charges.
5. All requests for reimbursement will be in a format approved by the COUNTY and shall be submitted to the COUNTY on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement should be received within 30 days of the end of each claim month. Requests received after 30 days may be delayed in processing.
6. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations should be brought to the attention of the COUNTY for staff reconciliation.

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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 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. 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". CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 	

Certificate C-1

Form 2001-1 (Rev. 03/31/20)

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.

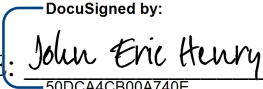
If there are any exceptions to this certification, insert the exceptions in the following space.

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: Strategic EMS Consulting Inc.

PRINCIPAL: John Eric Henry TITLE: Principal Consultant

SIGNATURE:  DATE: 7/10/2023
50DCA4CB00A740E...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2023

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C. No.): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Strategic EMS Consulting 957 63rd, Street Oakland, CA 94611		

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.652.985.8	10/13/2022	10/13/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

County of Alameda, its Board of Supervisors, the Individual Members thereof, and all County Officers, Agents, Employees and Representatives each while acting under the direction of County of Alameda are additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

County of Alameda, its Board of Supervisors, the Individual Members thereof, and all County Officers, Agents, Employees and Representatives each while acting under the direction of County of Alameda
1000 San Leandro Blvd
Suite 300

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2022

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Strategic EMS Consulting 957 63rd, Street Oakland, CA 94611		

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.652.664.8	10/13/2022	10/13/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER

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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County of Alameda
Workers' Compensation Written Declaration of Compliance
(To be completed by the Contractor)

Amount of Contract: \$125,000 Term of Contract: 7/1/23-6/30/24


Name of Contractor: Strategic EMS Consulting, Inc.

For Workers' Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers' Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers' Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

Signature  7/12/2023
DocuSigned by: 50DCA4CB00A740E...

Owner, Officer, Director, Partner or other Principal

Date

John Eric Henry

Principal Consultant

Print/Type Name

Title

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor's proof of insurance.

County of Alameda

Request for Insurance Waiver or Change

(To be completed by the Contracting Department)

Sean Mullen 510-272-(2)6045: Public Protection, General Government Departments, and Construction

Kimberly Stokes 510-272(2)6452: Social Services Agency and Health Care Services Agency

Date of Request: 7/12/2023

Amount of Contract: \$ 125000

Term of Contract: 7/1/23-6/30/24

Name of Contractor: Strategic EMS Consulting Inc.

1. What do you want to change? (W=waive, C=change, N/A=not applicable)

a) Coverage (s):

General Liability N/A

Auto Liability C

Professional Liability N/A

Workers' Comp See #3 below

Other Required Coverages: N/A

b) Change in Limits:

General Liability: From \$2,000,000 to \$ per occurrence

Auto Liability: From \$1,000,000 to \$ personal limit per occurrence

Professional Liability: From \$3,000,000 to \$ per claim

Other Coverage Limits: N/A

c) Reason: Contractor uses private vehicle for minimal company travel

2. Request for Time Waiver: Coverage(s) N/A List # of days requested 0
(This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign the separate Workers' Compensation Written Declaration of Compliance.

4. Please attach a copy of the Scope of Services.

Requester's Information:

Name: Michael Drane

Dept.: Community Development Agency - Housing & C

Phone: 5106706487

QIC: 50708

Email: Michael.Drane@acgov.org

This Section to be completed by Risk Management

Identify Risk to County: N/A

Waiver: Granted ☐ Denied ☐ Not Applicable ☒Change: Granted ☒ Denied ☐ Not Applicable ☐**Considerations:** A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the CAO Risk Management Unit for more information.

Reviewer Name: Sean Mullen

Authorized Signature:

DocuSigned by:
Sean Mullen
DE5992EFD0B419...

Date: 7/12/2023