



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

July 19, 2022

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

SUBJECT: APPROVE THE SEVENTH AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH ALAMEDA HEALTH CONSORTIUM TO CONTINUE TO PROVIDE CONSULTING SERVICES TO SUPPORT EXPANSION OF INTEGRATED PHYSICAL AND BEHAVIORAL HEALTH SERVICES IN AN AMOUNT NOT TO EXCEED \$4,742,500

Dear Board Members:

RECOMMENDATIONS

- A. Approve Amendment No. 7 to the Standard Services Agreement (Procurement Contract No. 7356) with Alameda Health Consortium (Principal: Andie Martinez Patterson; Location: San Leandro) to provide consulting services to support expansion of Integrated Physical and Behavioral Health Services, extending the contract period from 5/1/2012 – 6/30/2022 to 6/30/2023 (one-year extension) and increasing the not to exceed amount from \$3,672,500 to \$4,742,500 (\$1,070,000 increase);
- B. Adopt a Resolution to waive the County's competitive procurement process for Alameda Health Consortium to ensure there is no interruption in the implementation and expansion of Integrated Physical and Behavioral Health Services; and
- C. Authorize the Auditor-Controller to make the related budget adjustments increasing appropriations and revenues in the amount of \$470,000.

DISCUSSION/SUMMARY

On May 1, 2012, (Item No. 7 A-C), your Board approved the first Standard Services Agreement (SSA) with Alameda Health Consortium (AHC), in partnership with Health Care Services Agency (HCSA) and Alameda County Behavioral Health Care Services (ACBH), to oversee the integration efforts of eight Federally Qualified Health Centers (FQHCs) participating in the County's Primary Health Care Clinics Integration Plan. Your Board approved subsequent amendments to this extend this SSA on July 8, 2014 (Item No. 56), March 29, 2016 (Item No. 5), June 19, 2018 (Item No. 14), February 9, 2021 (Item No. 5), and on December 14, 2021 (Item No. 4).

The collaborative efforts between ACBH and AHC have significantly increased care coordination for Alameda County residents and strengthened partnership between ACBH and Alameda County's network of FQHC primary care clinics. This has resulted in enhanced behavioral health care services offered by the eight FQHC clinics and improved health care services for low-income Alameda County residents who experience mild, moderate, and severe behavioral health (mental health and substance use) conditions. This has led to the development of

psychotropic prescribing guidelines and informational materials for the County's Safety Net primary care providers, as well as the launch of a new Pediatric Care Coordinators Pilot Project. The Pediatric Care Coordinators Pilot Project aims to improve how pediatric clients and their families are linked to medical, behavioral, and social services in the Safety Net Health Care Delivery System.

ACBH is requesting your Board to approve the extension to the SSA with AHC. This will allow AHC to continue its ongoing leadership role in supporting Alameda County's eight participating FQHCs in their efforts to integrate behavioral health care services and increase care coordination between Alameda County's Safety Net behavioral health and primary care systems, in partnership with the ACBH Medical Director's Office of Integrated Health Care Services. This will support AHC in completing the 18-month workforce development project related to the Pediatric Care Coordinators Pilot Project which began February 2021. This will promote continuity in allowing AHC to maintain its role as the centralized hub for the eight pediatric care coordinators, providing them technical assistance, peer-group formation, as well as participate in problem-solving for the pilot project.

SELECTION CRITERIA

AHC was established in 1972 to advocate on behalf of community-based clinics in Alameda County for health policies and new initiatives that increase access to health care for low-income and uninsured populations in Alameda County. AHC serves as the Regional Association of Community Health Centers and the eight Federally Qualified Health Center (FQHC) within Alameda County. AHC provides coordination, training, business administrative support and technical assistance to community health centers. AHC has the history and strong ability to work with county, state, and federally elected officials to keep them informed about community health center services and to maintain focus on promoting policies that increase access to health care and reduce racial and ethnic health disparities. Since 2012, the ACBH Office of the Medical Director's Office of Integrated Health Care Services and AHC have played a key role in the collaborative development of the County's Safety Net System's ability to decrease the morbidity and mortality among residents with mental illness and substance use disorders through a comprehensive approach that improves access to primary care services for behavioral health consumers. AHC was initially selected to provide consulting services to support the expansion of Integrated Physical and Behavioral Health Services under this SSA due to these factors. AHC is currently the sole provider with the existing expertise, capacity and in-County connections to effectively deliver these services.

Alameda County Administrative Code, Title 4, Chapter 4.12.070 includes a provision for unusual cases recognized by the Board of Supervisors in the event that the services purchased will impact the health, safety, and welfare of people or property. In such unusual cases, the contracts shall be awarded to a firm or firms located in Alameda County, unless the Board of Supervisors directs otherwise (Ord. 96-76 § 1: prior Admin. Code § 4-3.07). ACBH is requesting your Board adopt a resolution waiving the County's competitive bid requirements due to the factors described above to ensure compliance with applicable State mandates. General Services Agency (GSA) could not recommend a Sole Source and instead recommended a resolution to waive the County's competitive procurement process. ACBH is working with GSA on the advised next steps in the event that there is a need to continue these services via a new Standard Services Agreement beyond June 30, 2023.

As a nonprofit community-based organization providing support and advocacy services for the County's Safety Net providers or FQHCs, AHC is exempt from the County's Small, Local and Emerging Business (SLEB) requirements.


FINANCING

Funding for these services is offset by Mental Health Services Act (MHSA) revenue of \$470,000 per the attached Financial Recommendation. Approval of the recommendations will have no impact on net County costs.

VISION 2026 GOAL

Integrated services meets the 10X goal pathway of **Healthcare for All**, in support of the shared vision of, a **Thriving and Resilient Population** and a **Healthy Environment**.

Sincerely,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

CC/WV/dm/fs

SEVENTH AMENDMENT TO AGREEMENT

Contractor:	
Alameda Health Consortium	Contract Term:
Allocation:	
Original Contract Period:	5/1/2012 – 7/31/2014
1st Amendment Contract Period:	5/1/2012 – 7/31/2014
2nd Amendment Contract Period:	5/1/2012 – 6/30/2016 (2-year extension)
3rd Amendment Contract Period:	5/1/2012 – 6/30/2018 (2-year extension)
4th Amendment Contract Period:	5/1/2012 – 6/30/2021 (3-year extension)
5th Amendment Contract Period:	5/1/2012 – 6/30/2021
6th Amendment Contract Period:	5/1/2012 – 6/30/2022 (1-year extension)
7th Amendment Contract Period:	5/1/2012 – 6/30/2023 (1-year extension)
	\$4,742,500 (\$1,070,000 increase)
	\$3,672,500 (\$600,000 increase)
	\$3,072,500 (\$0 increase)
	\$3,072,500 (\$1,232,500 increase)
	\$1,840,000 (\$840,000 increase)
	\$1,000,000 (\$0 increase)
	\$1,000,000 (\$0 increase)

This Seventh Amendment is made by the County of Alameda ("County") and Alameda Health Consortium ("Contractor") to amend the Master Agreement, Procurement Contract No. 7356, signed by the parties on May 1, 2012, as amended by that First Amendment to Agreement signed by the parties on February 11, 2014, as further amended by the Second Amendment to Agreement signed by the parties on June 23, 2014, as further amended by that Third Amendment to Agreement signed by the parties on March 11, 2016, as further amended by that Fourth Amendment to Agreement signed by the parties on June 27, 2018, as further amended by that Fifth Amendment to Agreement signed by the parties on January 24, 2021, as further amended by that Sixth Amendment to Agreement signed by the parties on December 14, 2021 (referred to herein as the "Agreement"):

I. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as specified herein:

A. Exhibit A-3, Scope of Service, is deleted and replaced with the attached Exhibit A, Scope of Service, and effective July 1, 2022.

AND

B. Exhibit B-3, Payment Terms, is deleted and replaced by the attached Exhibit B, Payment Terms, and effective July 1, 2022.

AND

C. Exhibit C is replaced by the attached Exhibit C.

AND

D. Exhibit D-6 is replaced by the attached Exhibit D.

II. Except as otherwise stated herein, the terms and provisions of this Seventh Amendment will be

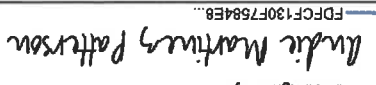
III. Except as expressly modified by this Seventh Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

considered to be effective as of the date this Seventh Amendment is executed by the County.

Procurement Contract No. 7356

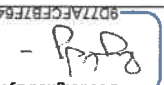
By signing above, signatory warrants and represents that he/she executed this Seventh Amendment in his/her authorized capacity and that by his/her signature on this Seventh Amendment, he/she or the entity upon behalf of which he/she acted, executed this Seventh Amendment.

Date
7/18/2022
Title
CEO
Print/Type Name
Andie Martinez Patterson

Authorized Signature of Contractor
By:  DFCE130F7584E8...
DocSigned by:

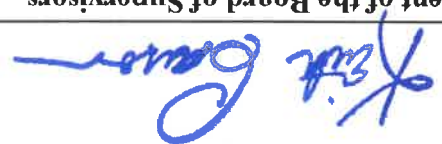
City, State, Zip Code
San Leandro, CA 94577
Street Address
101 Callan Ave, Suite 300
Contractor
Alameda Health Consortium

CONTRACTOR

DocSigned by:  9D77AFCB7E6431
By: Raymond J. Leung,
Deputy County Counsel

Approved as to form:
Donna R. Ziegler, County Counsel,
County of Alameda

Date
8/19/22

By: 
President of the Board of Supervisors

COUNTY OF ALAMEDA

IV. IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment on the date referenced below.

Exhibit A Scope of Service

From July 1, 2022, through June 30, 2023, the Alameda Health Consortium (“Contractor” or “AHC”) interchangeably will continue to provide the Community Health Care Network (CHCN) primary care clinics supportive leadership to help expand integrated behavioral health care services. Contractor shall work in partnership with the Alameda County Health Care Services Agency – Alameda County Behavioral Health Department (“County” or “ACBH”, interchangeably). Contractor shall perform services as part of a larger ACBH effort to invest in the development of increased and enhanced behavioral health screening, assessment, and treatment capacity within the primary care clinics participating in the Alameda County Integrated Behavioral Health Initiative.

1. Contractor shall increase the capacity of primary care clinics to provide readily accessible behavioral health care services integrated with other physical health care services for low income (below 200% of Federal Poverty Level) Alameda County residents.
2. Contractor shall increase the capacity and effectiveness of CHCN primary care clinics to screen, assess and treat behavioral health conditions of moderate to severe among low-income (below 200% of Federal Poverty Level) Alameda County residents.
3. Contractor shall improve the capabilities of primary care clinics providers to effectively treat the chronic medical conditions of persons with serious mental illnesses by providing onsite treatment support and care coordination when needed from behavioral health professionals who function as members of the primary care team.
4. Contractor shall convene, facilitate, and participate in the regular quarterly ACBH Behavioral Health Integration Planning Committee with the following key representatives – Executive Director and Medical Director, AHC; Integrated Behavioral Health, Initiative Director, AHC; Health Care Services Agency, Indigent Care Services Director, ACBH Medical Director; ACBH Integrated Health Care Services Director; and the ACBH Director of Substance Use Disorder Services. Contractor shall be responsible for managing the logistics of these regular Integration Behavioral Health meetings including but not limited to sending meeting reminders, scheduling and confirming meeting space, recording and disseminating meeting minutes to members of the group.

5. Contractor shall coordinate, convene, and facilitate regular monthly meeting of the Behavioral Health leadership of the eight CHCN primary care organizations:

- Asian Health Services
- Axis Community Health, Inc.
- Bay Area Community Health (aka Tri-City)
- La Clinica de la Raza, Inc.
- LifeLong Medical Care
- Native American Health Center, Inc.

- Triburcio Vasquez Health Center, Inc.
- The West Oakland Health Council

6. Contractor shall inform and obtain feedback from the CHCN Clinics related to the expansion of integrated behavioral health care services. Contractor shall also obtain feedback through existing internal meeting forums with medical directors, CEOs/COOs, CFOs, and other key CHCN Primary Care Clinic stakeholder groups. Contractor shall also obtain feedback from non-Consortium member groups, including, but not limited to the Alameda Health System and Roots Community Health Center. Contractor shall relay key information from this feedback to HCSA and ACBH leadership at the Behavioral Health Integration Planning Committee meetings and community forums.

7. Contractor shall facilitate and coordinate regular monthly scheduled behavioral health integration meeting in collaboration with ACBH. This meeting shall be open to any interested individuals from the CHCN Primary Care Clinics and other organizations participating in the County's integration initiative. The meeting shall provide a regular forum for updates on the initiative and information and resource sharing. The meeting time slot may also be used for broad training/consultation efforts that impact multiple organizations.

8. Contractor shall maintain ongoing communications with CHCN Clinics related to behavioral health integration, and maintain a steady flow of communications to ACBH. Contractor shall: (1) maintain an integration initiative key contact list from all of the CHCN Clinics including name, organization, role, address, phone, email address; 2) develop a web-based portal for access to key resources and information related to Alameda County's Integration Initiative; 3) develop an email distribution list for communication purposes; and 4) work collaboratively with ACBH to distribute information to participating CHCN Clinics.

9. Contractor shall coordinate and oversee workforce development programs, training and consultation subcontracts with entities to provide ongoing support to the CHCN Clinics related to integrated behavioral health care. The determination of which resources to utilize for given community health centers shall be based on collaborative decision making between Contractor, and ACBH and subject to approval by ACBH designee.

10. Contractor shall coordinate and oversee training and consultation subcontracts related to the (1) exchange of protected health information/confidentiality (2) financing of integrated behavioral health care services, and (3) substance use disorder assessment and treatment in primary care. Contractor may coordinate trainings and workforce development projects on additional topic areas as determined by a collaborative assessment between Contractor and ACBH of training needs and workforce development priorities and subject to approval by ACBH designee.

11. Contractor shall support CHCN Primary Care Clinics in addressing barriers to implementing integrated behavioral health care programs. Contractor's services shall include gathering information on the implementation of new innovative programs and services that reduce barriers and improve access to care for all patients. AHC will also help in identifying new funding resources for new innovative programs that increase the development of the Primary

- Care Clinics' workforce, and provide solutions to reducing barriers to care in the County's CHCN Clinics. AHC will meet with ACBH Executive Leadership on a periodic basis to present updates and progress on new program developments that promote integrated behavioral healthcare services within the County's Safety Net System.
12. Contractor shall support workforce development projects by providing requests to ACBH Executive Leadership on behalf of CHCN Clinics for start-up funding and technical assistance support to CHCN Clinics participating in "Pilot Projects" aimed at helping County residents and families impacted by mental illness, emotional disturbances, and substance use disorders through improved care coordination and access to behavioral healthcare services.
13. Contractor shall support the goals of the behavioral health integration in the CHCN Clinics under this contract as mutually agreed to by Contractor and ACBH.
14. Contractor shall submit written quarterly updates/reports on the above deliverables to ACBH Executive Leadership.

**EXHIBIT B
PAYMENT TERMS**

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt and approval of invoice.

2. FINANCIAL:

The total contract amount shall not exceed \$4,742,500 for the contract period from May 1, 2012 through June 30, 2023. This amount includes all taxes and all other charges. Administrative and overhead costs are not to exceed 15% of the total in each of the categories below. All expenditures under this contract must be approved by County. Funding under this contract shall not exceed the following amounts in each of the line items without the written approval of the ACBH, Integrated Behavioral Health Care Services Division Director.

Categories	Total Contract 5/2/12 to 6/30/22	Total Contract for 7/1/22 to 6/30/23	Total Contract for 5/2/12 to 6/30/23
Communication and Information Sharing	\$1,412,184	\$295,000	\$1,707,184
Training, consultation services, and subcontracts (Pediatric CC Pilot)	\$1,032,847	\$695,000	\$1,727,847
Information Technology	\$78,976	\$35,000	\$113,976
Support, Development and Implementation of Integrated Care	\$1,148,493	\$45,000	\$1,193,493
TOTAL Budget	\$3,672,500	\$1,070,000	\$4,742,500

3. Invoices will be submitted for review and approval to Freddie Smith, Division Director, Behavioral Health Integrated Health Care Services or his designee. All invoices and supporting documents under this Agreement shall be sent to:

COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 101
Oakland, CA 94606-5300
Attn: Freddie Smith, Division Director
Email: Freddie.Smith@acgov.org


Final invoice must be submitted for payment within 90 days after the end of the term of this Agreement. Invoice submitted later than 90 days will not be paid.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

EXHIBIT C

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions:	
1.	ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
2.	DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement, and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.	
3.	REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.	
4.	INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.	
5.	SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
6.	JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".	
7.	CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.	
8.	CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	

 AUTHORIZED REPRESENTATIVE	Alameda County, Behavioral Health Care Services 2000 Embarcadero Cove., Suite 101 Oakland CA 94606
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	

CANCELLATION

CERTIFICATE HOLDER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		EXCESS OF WORKERS' COMPENSATION, Carrier: Safety National Casualty Corporation, NAIC #15105, Policy #SP4065056, Term: 07/01/22-07/01/23, Statutory Limits Excess of \$3,000,000, RE: County of Alameda, its Boards of supervisors, the individual members thereof, and all county officers, agents, employees and representatives. When required by written contract, waiver of subrogation applies to Workers' Compensation, per the attached endorsement.	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPORTIONATE/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N/A		POLICY NUMBER: WC221019 POLICY EFF (MM/DD/YYYY): 7/1/2022 POLICY EXP (MM/DD/YYYY): 7/1/2023	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		UMBRELLA LIABILITY <input type="checkbox"/> OCCUR EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$	
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"/> PCT <input type="checkbox"/> LOC OTHER:		TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	
EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		LIMITS EACH OCCURRENCE COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
UMBRELLA LIABILITY <input type="checkbox"/> OCCUR EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$		E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000	

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.

REVISION NUMBER:

CERTIFICATE NUMBER: 597141750

COVERAGES

PRODUCER Edgewood Partners Ins, Center Sacramento - P&C Lic #0B29370 PO Box 2110 Rancho Cordova CA 95670 License#: 0B529370 ALAMHEAL	INSURED Alameda Health Consortium 101 Callan Avenue San Leandro CA 94577
CONTACT NAME: Carley Resnik PHONE: (916)352-0492 FAX: (916)583-7613 E-MAIL: carley.resnik@epicbrokers.com ADDRESS: carley.resnik@epicbrokers.com	INSURER A: BETA Healthcare Group NAIC # 99900
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	REVISION NUMBER:

IMPORANT: 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).

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.

CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY) 6/24/2022

**BETA Risk Management Authority ("BETARMA")
A Public Entity
AMENDMENT**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Certificate Number: WC-22-1019	Amendment No.: 2022/2023-06
------------------------------------------	---------------------------------------

Issued to: Alameda Health Consortium		
Effective Date: 07/01/2022 at 12:01	Expiration Date: 07/01/2023 at 12:01 a.m.	Additional Contribution: Per Contract

a.m.

This amendment changes the contract to which it is attached effective on inception date of the Coverage Contract.

BETARMA has the right to recover payments it makes from anyone liable for an injury covered by this Coverage Contract. BETARMA will not enforce its right against the person or organization named in the Schedule. This amendment applies only to the extent work performed under a written contract requires the Member to obtain this agreement from BETARMA.

This endorsement does not apply to benefits or damages paid or claimed because of injury occurring before the Member entered into such a contract.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization with whom the Member entered into a contract, a condition of which requires the Member to obtain this waiver from BETARMA.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
 BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d., or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.f. below whom you are required to add as an additional insured on this policy under a "written contract."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract;"

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.f. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury," "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgage, assignee, or receiver's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or political subdivision that has issued a permit or authorization, but only with respect to such government agency or political subdivision's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of: (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract," we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

- (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

- (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs A. and B. above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) is currently in effect or becomes effective during the term of this policy; and

- (2) Was executed prior to:

- (a) The "bodily injury" or "property damage," or

- (b) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who is An Insured** is amended to make the following natural persons insureds:

if the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
 - c. A limited liability company, then its members and managers are insureds;
 - d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
 - e. Any type of entity, then its employees are insureds;
- but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:
- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
 - (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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7. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insured for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. \$1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgage, assignee, or receiver's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or political subdivision that has issued a permit or authorization, but only with respect to such government agency or political subdivision's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of: (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hotstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or political subdivision;
- or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract," we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs A. and B. above:

a. The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under Liability and Medical Expense Definitions, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "bodily injury" or "property damage"; or

(b) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled Who is An Insured is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
 - c. A limited liability company, then its members and managers are insureds;
 - d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
 - e. Any type of entity, then its employees are insureds;
- but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:
- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
 - (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph 2.a.1, is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, j, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. **Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5, **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. \$1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



CONTRACTOR: Alameda Health Consortium	
PRINCIPAL: <i>Andie Martinez Patterson</i>	TITLE: CEO
SIGNATURE: Andie Martinez Patterson	DATE: 7/18/2022

By signing this contract and Exhibit D, Debarment and Suspension Certification, the 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.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

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.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

- 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.

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

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

**EXHIBIT D
DEBARMENT AND SUSPENSION CERTIFICATION**

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING
PROCEDURES FOR INTEGRATED PHYSICAL AND BEHAVIORAL HEALTH
SERVICES FOR THE COUNTY OF ALAMEDA**

RESOLUTION NUMBER R-2022 - 392

WHEREAS, the County of Alameda has entered into an agreement with Alameda Health Consortium (AHC) dated **May 1, 2012**, as amended by that First Amendment to Agreement signed by the parties on **February 11, 2014**, as further amended by the Second Amendment to Agreement signed by the parties on **June 23, 2014**, as further amended by the Third Amendment to Agreement signed by the parties on **March 11, 2016**, as further amended by that Fourth Amendment to Agreement signed by the parties on **June 27, 2018**, as further amended by that Fifth Amendment to Agreement signed by the parties on **January 24, 2021**, as further amended by that Sixth Amendment to Agreement signed by the parties on **December 14, 2021** (referred to herein as the "Agreement");

WHEREAS, AHC was established in 1972 to advocate on behalf of community-based clinics in Alameda County for health policies and new initiatives that increase access to health care for low-income and uninsured populations in Alameda County;

WHEREAS, AHC serves as the Regional Association of Community Health Centers that works together and supports the involvement of the communities in achieving comprehensive, accessible health care and improved outcomes for everyone in Alameda County;

WHEREAS, AHC provides coordination, training, business administrative support and technical assistance to community health centers and works with county, state, and federal elected officials to keep them informed about the impact of budget cuts and policies on community health center services and to maintain focus on promoting policies that increase access to health care and reduce racial and ethnic health disparities;

WHEREAS, since 2010, ACBH Office of the Medical Director's Office of Integrated Health Care Services and AHC have played a key role in the collaborative development of the County's Safety Net System's ability to decrease the morbidity and mortality among residents with mental illness and substance use disorders through a comprehensive approach that improves access to primary care services for behavioral health consumers;

WHEREAS, by serving as the Regional Association for the eight FQHCs, member health centers formed the Community Health Center Network (CHCN) in 1996 to participate more effectively in newly-launched state managed care programs; and the formation of CHCN built upon 20 years of collaboration in health policy and advocacy

work through AHC with a commitment to excellent and affordable health care for local underserved communities of the East Bay;

WHEREAS, there has not been an organization within Alameda County that has attempted to provide the same type or level of support and advocacy services for the County's Safety Net residents or FQHCs since the start of AHC;

WHEREAS, AHC has been able to develop the resources and expertise necessary to provide the visionary leadership required to coordinate and oversee the Alameda County FQHCs' physical and behavioral health integrated care services and program;

WHEREAS, ACBH Office of Integrated Health Care Services expects to continue working with AHC on improving the capacity of primary care clinics to serve low-income County residents with behavioral health conditions through care coordination; screening, assessment and treatment of behavioral health conditions; effective treatment of co-occurring chronic medical conditions; and development of psychotropic prescribing guidelines and informational materials for the County's Safety Net primary care providers;

WHEREAS, AHC seeks to continue in its partnership and contract with Health Care Services Agency (HCSA) and ACBH to provide coordination, training, business administrative support and technical assistance to the following eight FQHCs participating in ACBH's Primary Care and Behavioral Health Clinics Integration:

Asian Health Services, serving and advocating for the immigrant and refugees of the Oakland community regarding health rights and to assure access to health care services regardless of income, insurance status, language, or culture;

Axis Community Health, serving the Livermore and Pleasanton communities with quality, affordable, accessible, and compassionate health care services that promote the well-being of all members of the community;

Bay Area Community Health, serving the Fremont community with quality, affordable, accessible, and compassionate health care services that promote the well-being of all members of the community;

La Clinica de la Raza, serving the Oakland community to improve the quality of life of the diverse communities by providing culturally appropriate, high-quality, and accessible health care for all;

LifeLong Medical Care, serving the Berkeley and Oakland communities by providing high-quality health and social services to underserved people of all ages of the community;

Native American Health Center, serving the Oakland community by providing comprehensive services to improve the health and well-being of American Indians, Alaska Natives, and residents of the surrounding communities, with respect for cultural and linguistic differences;

Tiburcio Vasquez Health Center, serving the Hayward, San Leandro, and Union City communities by promoting the health and well-being of the residents of Alameda County communities by providing accessible high-quality care; and

The West Oakland Health Council; serving the residents of West Oakland to improve the health and socioeconomic status of the community by providing the highest quality of preventive care;

WHEREAS, ACBH wishes to retain the services of AHC to continue the development of enhanced behavioral health screening, assessment, and treatment capacity within the primary care clinics participating in the Alameda County Integrated Behavioral Health Initiative and to extend the contract term from 5/1/2012 to 6/30/22 to 5/1/2012 to 6/30/23, and to increase the amount from \$3,672,500 TO \$4,742,500 (increase: \$1,070,000);

WHEREAS, AHC will continue to provide all required services in compliance with all applicable American National Standards Institute and Association for Information and Image Management standards;

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the public interest would not be served by requiring a bid solicitation process in this situation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of AHC.

ADOPTED by the Board of Supervisors of the County of Alameda, State of California, on August 9, 2022, by the following called vote:

AYES: Supervisors Brown, Haubert, Miley, President Carson - 4

NOES: None

EXCUSED: Supervisor Valle - 1



President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

By: 

Deputy

DocuSigned by:

By: 

9D77AECER7E6431

Raymond J. Leung
Deputy County Counsel

FINANCIAL RECOMMENDATION

AGENDA DATE: 8/9/2022

Subject of Board Letter: AHC_SSA_BL_080922

BY: 2023 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

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

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	
350551	452120	00000		\$470,000
ORG TOTAL				\$470,000

			<i>Informational</i> PROJ/GR	
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$470,000

			<i>Informational</i> PROJ/GR	
350500	610000	00000		\$470,000
ORG TOTAL				\$470,000

			<i>Informational</i> PROJ/GR	
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$470,000