



ADMINISTRATION & INDIGENT HEALTH

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September 11, 2017

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

SUBJECT: APPROVE STANDARD SERVICES AGREEMENTS WITH ABODE SERVICES AND BAY AREA COMMUNITY SERVICES TO PROVIDE LANDLORD LIAISON, HOUSING SUBSIDY MANAGEMENT SERVICES, AND HOUSING EDUCATION AND COUNSELING SERVICES

Dear Board Members:

RECOMMENDATIONS

- A. Approve the Standard Services Agreement (Procurement Contract No. 15675) with Abode Services (Principal: Louis Chicoine; Location: Fremont) to provide Landlord Liaison and Housing Subsidy Management Services for the term of 9/1/17 – 6/30/20, in the amount of \$4,424,825; and
- B. Approve the Standard Services Agreement (Procurement Contract No. 15768) with Bay Area Community Services (Principal: Jamie Almanza; Location: Oakland) to provide Landlord Liaison, Housing Subsidy Management Services, and Housing Education and Counseling services for the term of 9/1/17 – 6/30/20, in the amount of \$5,932,785

SUMMARY/DISCUSSION

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

Some of the services in these contracts will also be funded through local Mental Health Services Act funds (also known as MHSA or Proposition 63) - Community Services and Supports (CSS) funds. To date, these funds have been linked with Full Service Partnership (FSP) programs serving homeless individuals with serious mental illness. As part of an Alameda County Behavioral Health Care Services redesign of Full Service Partnership (FSP) programs, housing-related subsidies and supports are shifting from decentralized program-specific resources to centralized resources that can be utilized along with or independently of enrollment in a FSP.

Under the proposed contracts, Abode Services and Bay Area Community Services will cultivate and sustain relationships with property owners and management companies to secure permanent supportive housing units for homeless and formerly homeless people with disabilities supported by a variety of housing subsidy funding

sources. Together, the two contracts will create 215 new units and will maintain 691 existing units at risk of leaving the market. Specifically, the contractors will identify landlords willing to accept clients and subsidies from HUD Continuum of Care (CoC) and MHSA rental assistance programs; support landlords when issues arise as a result of their involvement in these programs; directly manage some HUD CoC and MHSA-funded housing subsidies; coordinate with service providers and public housing agencies (Public Housing Authorities and City Housing Departments) involved with managing housing subsidies to ensure landlord concerns are addressed in a timely and appropriate fashion; and operate a landlord incentive and risk mitigation fund.

Additionally, Bay Area Community Services will be responsible for housing education and counseling services in collaboration with a network of Housing Resource Centers launching in October 2017 as part of a coordinated entry system for persons experiencing homelessness and those at risk of homelessness throughout Alameda County. The housing education and counseling services will help clients with their housing search process; help clients understand the rights and responsibilities associated with tenancy; help clients address barriers to obtaining or maintaining housing; and support the provision of online resources that simplify the process of finding and obtaining housing.

SELECTION CRITERIA

In March 2017, Health Care Services Agency (HCSA) released a formal Request for Proposals for Landlord Liaison and Housing Subsidy Management Services and Housing Education and Counseling Services. By the response due date of March 28, 2017, 8 proposals were received from 5 bidders. Upon review, all bids met the minimum qualifications and were forwarded to the County Selection Committee for a full evaluation. The County Selection Committee found that the bids by Abode Services, and Bay Area Community Services met the full scope requirements as stated in the RFP and related Addenda and demonstrated a good understanding of the County's need to work with property owners and management companies to secure more permanent supportive housing units and provide incentives and support to existing landlords, all as part of a coordinated system and entry process for persons experiencing homelessness or that are at-risk of homelessness throughout Alameda County.

Abode Services has more than 27 years of experience connecting homeless individuals and families to the housing and services they need. To date, Abode has grown its portfolio of subsidy programs to include more than 50 discrete housing programs in four Bay Area counties. Abode's portfolio of programs is supported by more than a dozen different funding sources and subsidy types; they employ both tenant-based and master leases; and have extensive property management experience. As of April 2017, Abode was administering assistance for 409 leases in Alameda County. Abode Services is a non-profit organization that provides direct services to county residents and; therefore, is exempt from the Small and Emerging Local Business (SLEB) policy requirements.

Bay Area Community Services has 64 years of experience providing services to vulnerable populations across Alameda County. As the longest standing Alameda County provider of housing and services to individuals who are homeless or at risk of homelessness, Bay Area Community Services operates multiple innovative homeless and housing programs, assisting individuals experiencing homelessness as well as mental health issues. Bay Area Community Services is a current landlord to 203 recently homeless leaseholders in Alameda County and currently subsidizes all or a portion of rent to 167 formerly homeless tenants living in private units in the community. BACS plans to subcontract with Housing Consortium of the East Bay who have more than 20 years of experience as a housing and service provider and holds additional leaseholder relationships. Bay Area Community Services is a certified SLEB vendor.

FINANCING

\$2,915,610 of the total funding for these recommendations is included in the FY 2017-2018 Final Budget with Whole Person Care funding making up \$1,262,000 and MHSA funding making up \$1,653,610. The remaining balances (\$3,721,000 in FY 2018-2019 and \$3,721,000 in FY 2019-2020) will be included in the budget for those fiscal years. \$1,262,000 of Whole Person Care funding and 2,459,000 MHSA funding will be utilized in each of those fiscal years. All MHSA funding is existing funding that is being redirected to the proposed contracts. Approval of these recommendations will have no impact on the Net County Cost.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rebecca Gebhart', with a stylized flourish at the end.

Rebecca Gebhart, Interim Director
Health Care Services Agency

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of September 1, 2017, is by and between the County of Alameda, hereinafter referred to as the "County", and Abode Services, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Landlord Liaison and Housing Subsidy Management 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 Landlord Liaison and Housing Subsidy Management 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 A-1 Landlord Liaison – Subsidy Management Proposed Breakdown – Abode Services
- Exhibit B Terms and Conditions for Payment
- Exhibit B-1 Budget
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E BAA
- Exhibit F Audit Requirements
- Exhibit O Iran Contracting Act

The term of this Agreement shall be from September 1, 2017 through June 30, 2020.

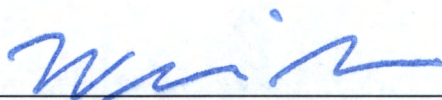
The compensation payable to Contractor hereunder shall not exceed (*Four Million, Four Hundred Twenty Four, Eight Hundred Twenty Five Dollars*) (\$4,424,825) for the term of this Agreement.

C-15675

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

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: Wilma Chan
(Printed)

Name: Louis Chicoine
(Printed)

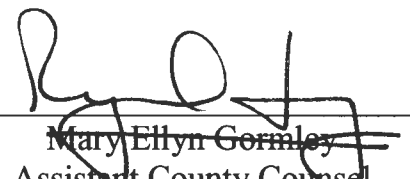
Title: President of the Board of Supervisors

Title: Executive Director

Date: _____

Date: 9.8.17

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

By: 
~~Mary Ellyn Gormley~~
DEPUTY Assistant County Counsel
RAYMOND LEUNG

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 week's 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
Alameda County Care Connect
1900 Embarcadero Cove, Suite 210
Oakland, CA 94606
Attn: Kai Mander

To Contractor: Abode Services
40849 Fremont Blvd.
Fremont, CA 94538
Attn: Vivian Wan

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 Landlord Liaison and Housing Subsidy Management Services shall not exceed \$4,424,825 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor is a non-profit community based organization providing services on behalf of County directly to County clients, and is thus exempt from SLEB requirements.

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. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 23. 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.
- 24. 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.
- 25. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.

31. 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.
32. 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 32, 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.
33. 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.

34. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
35. 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]

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Abode Services

Contracting Department: Health Care Services Agency, AC Care Connect

Contract Period: 09/01/2017 – 6/30/2020

Contracted Services

- **Cultivate and sustain relationships** with property owners and management companies to secure permanent supportive housing units for homeless and formerly homeless people with disabilities supported by a variety of housing subsidy funding sources
- **Partner with service providers** to support clients in obtaining and maintaining housing. Engage service providers early as problems arise to help mitigate loss of housing.
- **Identify and engage landlords** willing to accept clients and subsidies from HUD Continuum of Care (CoC), MHSA rental assistance programs, and other scattered-site permanent supportive housing programs
- **Support landlords** when issues arise because of their involvement in these programs, including operating a 24/7 landlord hotline
- Directly manage some HUD CoC and MHSA-funded **housing subsidies; coordinate with service providers and public housing agencies** involved with managing housing subsidies to ensure landlord concerns are addressed in a timely and appropriate fashion
- Operate a **landlord incentive and risk mitigation fund** as a strategy for engaging and retaining landlord participation in these programs
- Coordinate landlord liaison services with a network of **Housing Resource Centers (HRCs)**, including regional housing navigators and teams of tenancy sustaining service providers countywide

Program Goals

- Ensure literally homeless individuals with multiple barriers to housing have the opportunity for permanent supportive housing in the community of their choice by cultivating positive relationships with landlords
- Capture data in real-time on unit availability and eligibility requirements
- Improve Alameda County Care Connect client outcomes by connecting housing with other critical service systems through linkages with regional housing resource centers and other service providers, and participation in a countywide data-sharing and care coordination system

- Spend down all HUD CoC grant funding for client rental assistance to ensure that the maximum number of people are served and that we are able to receive continued funding.

Terms of Service

1. All services defined under this contract shall be in adherence with the Continuum of Care's system-wide policy and procedure manual developed by EveryOne Home.
2. All Alameda County Care Connect services defined under this contract shall be in adherence with Special Terms and Conditions (STCs) and any other California Department of Health Care Services requirements of the Whole Person Care Pilot, as well as all applicable state and federal regulations.
3. All services defined under this contract shall be grounded in the principles of **Housing First**, which aims to remove barriers to housing such as sobriety or service requirements, focusing instead on reducing the harm associated with drug use, building tenancy skills, and encouraging service participation.
4. All services defined under this contract shall be guided by **client choice**, meaning that Contractor shall work directly with each participant to identify the housing options that are most desirable and appropriate for him/her, and make every effort to match existing housing resources to that vision.
5. All landlord liaison services defined under this contract shall be performed on behalf of the units identified in Exhibit A-1 in year one. This includes securing and/or maintaining a targeted 30 units funded with Mental Health Services Act (MHSA) rental assistance for MHSA clients.
6. In contract years two and three, Contractor shall be expected to provide housing services to maintain all new units brought into the program in the first year under the rental subsidy programs directly administered by the Contractor, as well as a portion of existing and new units subsidized by public agencies. Additional projects and units may be added, pending contract negotiation, in subsequent contract years.
7. Contractor shall be expected to secure housing units in locations throughout the County, taking into account clients' geographical and unit size preferences and funding source expectations related to unit size and distribution.
8. Contractor shall provide capacity to master lease and/or provide third-party property management to some units managed under this contract, depending on the needs of the landlord and the regulations of the funding source.
9. Contractor shall deposit all one-time Incentive and Risk Mitigation Funds for the contract year in an interest-bearing account, and report out on all expenditures and current fund balance (see Reporting Requirements below).
10. Contractor shall return to the County all remaining unspent Incentive and Risk Mitigation funds at the close of the contract term.
11. County may adjust Incentive and Risk Mitigation Fund limits (per unit) during the contract term. All changes will be discussed in advance, documented, and provided start and end date of all phases of mitigation funds.
12. Contractor shall maintain, on average, a staffing model of approximately one housing coordinator per 40 units to be managed.

13. Landlord liaison staff shall operate during extended business hours to meet the customer service requirements of this contract.
14. Landlord liaison staff shall participate in a Supportive Housing Collaborative, a workgroup for managing PSH vouchers with an eye to the pipeline of PSH projects, facilitated by the County and including Housing and Community Development, Health Care Services Agency, Oakland Housing Authority, Housing Authority of County of Alameda, City of Berkeley, City of Oakland, EveryOne Home, and selected providers of landlord liaison services.
15. Landlord liaison staff may be selected for participation in Quality Improvement (QI) initiatives, known as PDSA cycles (Plan-Do-Study-Act) with guidance and support from AC Care Connect's Skills Development and Quality Improvement unit. County shall notify Contractor in advance if a QI initiative has been identified, and shall communicate the expected duration of the PDSA cycle.
16. Contractor staff shall participate in system-wide trainings, known as Implementation and Learning Communities (ILCs), facilitated by EveryOne Home and in partnership with the County, as relevant to the functions provided under this scope of work.
17. Contractor shall be expected to engage in collaboration and partnerships. The functions described here are part of a comprehensive system that is designed to meet the needs of people experiencing homelessness and housing crises in a fair and consistent manner across the county. Participation in this effort will require strong coordination and collaboration. Contractor shall commit to:
 - Collaboration with HCSA, Alameda County Housing and Community Development, EveryOne Home, and other homeless and housing providers to coordinate client care and ensure clients receive the services and supports they need to achieve and maintain health and housing stability.
 - Coordinate with Housing Resource Center operations and related activities with other service providers to strengthen the service delivery model, and develop approaches, schedules and methods for delivering the services collaboratively.
 - Attend regularly scheduled and as-needed coordination/team meetings with all coordinated entry system partners, including the entities referenced above, to manage client care and problem solve around tenant, building, and community issues.

Participation in Countywide Coordinated Entry

Unless otherwise noted below, all programs that receive funding through this contract that are targeted to serving people who are homeless or at high risk of homelessness must participate in the county-wide Coordinated Entry (CE) process. Participation in CE means:

- a. Notifying the relevant CE entity (Home Stretch, regional HRC or other designated entity) when vacancies occur or are expected in all participating programs.
- b. Filling all beds, units, program slots or other means of providing resources with referrals made by the designated CE entity.

- c. Accepting all referrals made according to the adopted CE policies that meet the established and approved criteria for the program.
- d. Providing explicit and timely rationale for the rejection of any and all referrals.
- e. Entering data into the HMIS system relevant to the CE process, including notifying the CE when vacancies/openings occur or are anticipated, when referrals are received, when they are accepted or rejected, and when individuals or households enroll or move in.
- f. Meeting timeliness standards for the posting, accepting, and/or rejecting of referrals.
- g. Communicating in a timely fashion with the CE entity and any other parties regarding the processing of specific referrals and the overall process.
- h. Participate in regional and/or countywide meetings to plan, assess, revise or improve the CE process.
- i. Such other requirements as may be specified in the CE policies and procedures.

Referral Process to Program(s)

Contractor shall identify new units on behalf of literally homeless and disabled clients prioritized through the Coordinated Entry System and matched to permanent supportive housing (PSH) opportunities through Home Stretch.

Contractor shall maintain existing units on behalf of clients who are at-risk of homelessness (i.e. would be facing eviction without any intervention from Contractor to provide support and facilitation with the landlord). Existing units to be maintained will be identified by County, including staff from Behavioral Health Care Services and Housing and Community Development Department, and in partnership with City of Berkeley, City of Oakland, Housing Authority of County of Alameda, and Oakland Housing Authority.

AC Care Connect

Clients who are eligible for AC Care Connect (the County's Whole Person Care Pilot) and referred to PSH openings through Home Stretch, will be enrolled by the County, in partnership with HRCs. Many clients housed through Home Stretch will already be enrolled in AC Care Connect service bundles (e.g. housing navigation services).

In addition to being prioritized for services through the coordinated system to prevent and end homelessness, individuals enrolled in AC Care Connect will have additional health care resources available to them. Eligibility and registration processes for AC Care Connect will be developed by HCSA staff. Housing Solutions for Health, the HCSA unit responsible for AC Care Connect services in this contract, will maintain oversight of referral mechanisms into these services.

Data Sharing

When legal requirements and any necessary client consent structures are determined and put in place, AC Care Connect staff will provide detailed information on access and use of a Phase One prototype of a Community Health Record (CHR). The CHR will identify members of a client's care team including the care manager associated with the Housing Resource Center and Housing Navigation or Tenancy Sustaining Service Bundle, and provide contact information for those care team members to enable cross-sector care coordination. The CHR will also include a curated set of data elements regarding recent Emergency Department visits and inpatient stays, diagnoses, and highlights of a shared care plan among the care team members. Additional information may be added in time. Contractor is expected to provide feedback on the use of the Phase One prototype CHR and identify areas of potential improvement. This feedback will inform a formal Request for Proposal process the County will carry out during this contract term to secure a new product that provides the functionality necessary to support cross-sector care coordination in a format that supports workflows and limits double entry of data and multiple system log-ons if possible.

Contractor shall adhere to all policies and procedures set forth by the County for AC Care Connect enrollment, consent, and use of an AC Care Connect Community Health Record (CHR) and Care Plan, as established during the contract term.

Program Eligibility

Landlord Liaison Services:

Contractor shall primarily acquire and maintain units on behalf of households who:

- Are living in Alameda County; AND
- Are literally homeless per [HUD's definition of homelessness](#), using categories 1 (Literally Homeless) and 4 (Fleeing Domestic Violence); OR
- Are at imminent risk of homelessness (using category 2 of HUD's definition of homelessness)

Program Design—Landlord Liaison and Housing Subsidy Management Services

These services are designed to secure new units in the private housing market for Whole Person Care (literally homeless and Medi-Cal eligible) and Home Stretch-eligible clients (literally homeless and disabled). Some new units may be subsidized with MHSA and HUD CoC program funds that are coming into the county for the first time, as well as from current programs that are underutilized. This includes securing and/or maintaining a minimum 30 units funded with Mental Health Services Act (MHSA) rental assistance for MHSA clients.

Services will focus on maintaining both newly secured units and existing units that are part of current programs serving this population. A portion of units that are supported by

subsidies from public housing agencies but in which tenants are at risk of losing their housing will also be included as units to maintain.

Landlord Engagement and Recruitment: Contractor shall engage landlords and their representatives through a variety of means: such as one-on-one outreach, attending property owner association meetings, holding special events, etc. Contractor shall inform landlords and their representatives about the benefits of working with programs included in this contract and about the intersection of this work with the coordinated system to end homelessness. Recruitment of landlords will also be informed by working with housing navigators to identify unit needs for specific clients, especially those with special housing needs.

Landlord Support and Maintenance: Contractor shall continue to work with landlords and property managers to retain units that they bring into the system, as well as existing units identified in this contract, and be responsive to their needs in real time. This includes providing a high-level of customer service and responsiveness, including a **24/7 hotline** available to all landlords in the program that may be utilized for crisis needs, property management needs, nuisance needs, and problem solving. The line will be answered by staff with housing expertise who are equipped with electronic access to data on participating landlords, properties, tenant information, service provider information, and rental history quick-facts. Staff will triage the call and provide immediate problem solving based on the initial need which may include immediate response to an emergency (e.g. property management or behavioral); next day scheduling of property management or other service; or scheduling of non-urgent follow-up.

Support offered to landlords shall be flexible, mobile, and responsive based on need. Other support activities include 1) maintaining newly recruited landlords' participation through regular contact, incentives and appreciation events; 2) developing relationships with landlords for eligible clients who are currently housed and facing potential loss of their unit, in order to prevent eviction and loss of units from the program; and 3) coordinating with service providers who are supporting clients in permanent supportive housing, including assistance mediating conflicts between landlords and tenants.

Public Agency-Managed Subsidy Programs: Contractor shall serve as a liaison to public housing agencies on behalf of housed and potentially housed clients and on behalf of landlords as needed to secure and/or retain such units for program participants. Agencies include the Housing Authority of the County of Alameda (HACA), Oakland Housing Authority (OHA), and City of Berkeley Housing Department. This includes helping landlords navigate paperwork and other requirements; ensuring acceptable leases; and advocating with public housing agencies to ensure inspections, rent calculations and other steps are carried out to ensure speedy move in. Contractor shall understand subsidy payments, payment standards, and FMRs, as well as support participants with income certifications,

rent calculations, coordinating move-ins, preparing for re-certifications and reinspections, and understand other housing authority regulations and processes in order to provide maximum support to landlords and their tenants.

Administering Subsidies for MHSA and CoC Funded Programs: For units identified in Exhibit A-1, Contractor shall serve as the administering agent for the rental assistance. Contractor shall provide the following subsidy management responsibilities:

- Documentation of eligibility, and verification of household size and income
- Initial and annual Housing Quality Standards (HQS) inspections (when allowed)
- Determining and documenting rent reasonableness
- Determining and adjusting tenant and subsidy portions of rent
- Negotiating and executing Housing Assistance Payments (HAPs), master leases, and other required agreements with landlords, including careful review of all lease documentation to ensure appropriateness of all clauses, compliance with Fair Housing, and alignment with appropriate program regulations
- Cutting monthly rent checks to landlords in a timely fashion
- Serve as a liaison with attorneys to address evictions, abandonments, noticing and other issues
- Maintaining, updating, and conducting internal audits of all participant files
- Processing terminations and re-locations
- Contractor shall follow HUD CoC rental assistance management regulations
- All other steps needed to manage MHSA and/or HUD CoC funds in keeping with applicable laws, regulations, and industry practices

Management of an Incentive and Risk Mitigation Fund: Contractor shall establish and operate a fund that can both pay incentives to landlords for their willingness to work with the programs and mitigate risk by covering extraordinary expenses (such as rent losses and repairs in situations where losses exceed security deposits) should the need arise. Contractor shall collaborate with the County to design and implement a fund of this type that can be used to attract new landlords or encourage existing landlords to provide additional units. Total budgeted amount for the Incentive and Risk Mitigation Fund shall be deposited in an interest-bearing account at the start of each contract year, with the unobligated balance returned to the County upon contract termination. Areas of cost eligible for the fund include:

- Incentive to new landlords to provide a first unit: one-time payment of \$1,000, with a one year lease agreement in place;
- Incentive to current landlords to provide an additional unit: one-time

payment of \$500, with a one year lease agreement in place;

- Risk mitigation payments to cover rent losses or damages above those covered by the security deposit: maximum \$4,000 paid out per unit.

AC Care Connect funds (federal Medicaid dollars) used for Incentive and Risk Mitigation fund may not be used to cover the cost of room and board, monthly rental or mortgage expense.

Collaboration with Service Providers: In order to maximize housing successes, housing staff will need to work collaboratively with service providers. To this end, housing staff will:

- Contact a service provider within 5 business days of receiving a referral. Communication will include discussion around client's needs and preferences that will likely support housing success, exchange of contact information including email, office and cell phone numbers, and discussion of timelines.
- Contact a service provider within 1 business day of an observed or reported housing problem so that service provider can immediately make contact with client and provide support.
- On a case by case basis, housing staff may be asked to participate in planning around housing problems that are ongoing or escalating to an exit as a way to provide essential information needed to preserve a client's housing placement.
- Housing staff will attempt to communicate the date of an HQS inspection to client and their service provider at least two weeks in advance, to ensure that service providers can support clients in preparing for the inspection and can be present for the inspection if needed.
- In the event that a client receives a notice to vacate their unit, housing staff will provide notice to client and service provider, and be available to plan with service provider the logistics of the move.

Master Leasing and/or Third-Party Property Management: Contractor shall offer master leasing as an option to landlords and for providing quick and accessible permanent housing to the hardest-to-house individuals. Master leasing as a strategy for securing more units shall be used as an option of last resort, so that the ability for tenants to lease with landlords directly is preserved when possible. For master-leased units, Contractor shall be responsible for issuing proper notices for all required functions, including inspections, unit entry, unit and property abandonment, lease violations, rent increases, and other circumstances that require notice.

Contractor shall offer property management services (via subcontractor if needed), as part of a suite of services while renting to clients served by this contract. Services include

assuming key landlord functions, such as tenant rent collection, unit repairs and turnovers, working with case managers to address lease violations, and navigating legal issues while ensuring tenants' rights.

Interactions with Tenants: It is expected that many of the participants who will be moving into housing will have received housing education and counseling skills as part of the services offered by HRCs, and related services regarding their tenancy from their care manager or housing navigator. Nonetheless, Contractor's housing staff shall be prepared to bolster those skills during and after move-in, walking participants through their tenant rights and responsibilities during lease negotiation, supporting participants in their communications with landlords, and reminding them of their obligations if any issues or problematic behaviors arise post move-in.

Primary Contractor Responsibilities

Contractor is considered a primary contractor and is directly responsible for the following:

1. Contractor must provide County with copies of all subcontractor contracts;
2. Contractor is responsible for providing oversight of subcontractor compliance and performance, including HMIS data collection and reporting expectations. Contractor shall have access to review subcontractor data and run reports on subcontractor program performance through HMIS directly;
3. Contractor is responsible for **compliance** in their region/(s) consistent with adopted countywide standards and funding policies;
4. Contractor is responsible for managing consistent **public communications** related to landlord liaison services available countywide; and
5. Contractor shall facilitate participation by all staff and sub-contractors in **training and quality improvement activities**.

Contract Deliverables

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

a. Process Measures

PROGRAM DELIVERABLES	PERFORMANCE MEASURES	DATA SOURCE
Contractor shall acquire 126 new units in year one (# of units assigned in Attachment A-1)	# of new units acquired	Quarterly Log
Contractor shall maintain 246 existing units in year one (# of existing units	# of existing units maintained (as defined by unit staying in portfolio	Quarterly Log

assigned in Attachment A-1)	during reporting period)	
Contractor shall facilitate retention rate of all units in program: <ul style="list-style-type: none"> • 95% of units retained at 6 months • 85% of units retained at 12 months • 75% of units retained beyond 12 months 	Total # of units in contractor's portfolio. <ul style="list-style-type: none"> • % of units retained at 6 months, 12 months, and beyond 12 months 	Quarterly Log
85% of landlords shall rate contractor's customer service as excellent	% of survey respondents that rate contractor's customer service as excellent	Landlord Satisfaction Survey

b. Outcome Measures

SERVICE DELIVERY	PERFORMANCE MEASURES	DATA SOURCE
Contractor shall reduce exits from PSH that result in evictions and exits to unsheltered situations: 15% or less of clients who exit PSH each fiscal year return to unsheltered situations or exit with a formal eviction	% of exits from PSH each fiscal year, resulting in a return to the streets or a formal eviction	Quarterly Log

Reporting & Evaluation Requirements

Upon contract execution, Contractor shall participate in online RBA training and certify participation to County (<https://acphd.adobeconnect.com/p1sxn7sxqd/>).

Contractor shall input data into the Homeless Management Information System (HMIS) 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 quarterly reports with the following elements to document progress toward the deliverables above during the reporting period:

- Quarterly Log- Landlord Liaison Services
 - # of new units secured
 - # of existing units that are maintained by program
 - Total # of units in portfolio and length of time unit is in portfolio
 - % of survey respondents that rated customer service as excellent
 - Current balance and accounting of all expenditures paid out in the Incentive and Risk Mitigation Fund
 - # of clients existing units in program; outcome of exit (e.g. exit to unsheltered situation; received formal eviction, etc.)
- Rent Rolls broken out for each project:
 - Tenant portion of rent
 - Subsidy portion of rent
 - Location of unit(s)
 - Owner of property

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

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

Additional Requirements

Certification/Licensure/ Confidentiality

- Contractor 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 A-1

Landlord Liaison – Subsidy Management Proposed Breakdown - Abode Services

	Contract Unit Minimum	Current Units Leased (Maintenance)	Projected New Units (Growth Next FY)
*STAY Well – direct HUD grant - \$604,658	31	30	4
*OPRI – direct HUD grant- \$474,829	25	25	3
*AC Impact – direct HUD grant - \$971,983	46	44	6
*HOPE Housing – HUD thru HCD -	23	22 occupied, 3 vacant ML	2
*Welcome Home – HUD thru HCD - \$411,354	14	9	6
*Greater HOPE – MHSA	\$300,000	11	5
*STAY – MHSA	\$250,000	14	5
*PATH – OPRI – MHSA/OHA	100	85	20
HACA – MHSA – TBRA- Choices	\$204,187 (minus HACA fee of \$90/mo/unit)	3 (need landlord)	10 (finding housing + landlord+ HACA)
Homes for Wellness – HUD to OHA and HACA - \$890,540	38 (HCD)- HACA – OHA, Home Stretch- Housing Specialist (Landlord Liasion)- Tenancy Sustains	None	45
HCD-TBRA Grant - \$6,577,463	263 units	15-20 to support (high need)	40

*Direct Subsidy Management

EXHIBIT B
TERMS AND CONDITIONS FOR PAYMENT

Terms and Conditions of Payment:

- The total amount of reimbursement under the terms of this Agreement shall not exceed \$4,424,825 (\$1,288,015 in year one; \$1,568,405 available per year in years two and three), and is subject to amendment by the County depending on additional fund availability and program performance. Funds shall be used solely in support of the annual program budget, as set forth in Exhibit B-1.
 - Contractor shall submit updated detailed budgets annually (by April 30th 2018 for FY 2018-19; by April 30th 2019 for FY19-20; and by April 30th 2020 through CY 2020) for approval by the County.
 - Rental assistance funding shall be documented and included in all program budgets.
 - Contractor may submit an invoice, upon contract execution, based on the following guidelines for cash advances:
 - A cash advance will be granted at the beginning of the contract period for up to one (1) months' worth of budgeted operating expenses.
 - A cash advance will be granted at the beginning of the contract period for all budgeted one-time/startup expenses. This includes the full budgeted amount for the Incentive and Risk Mitigation Fund.
 - A cash advance will be granted at the beginning of the contract period for up to three (3) months' worth of client rental assistance funding.
 - Additional cash advances for up to two (2) months' worth of client rental assistance may be requested throughout the contract period.
 - Reconciliation for any cash advance payments shall occur during the contract year. .
- **Cost-Based Reimbursement.** County shall reimburse Contractor for actual expenditures in year one (ending June 30th, 2018).
- **Per Unit Rates.** County shall reimburse Contractor for landlord liaison services at a per unit rate for new units acquired and ongoing units maintained beginning in year two (starting September 1st, 2018 through the end of the contract term), with differential rates to account for subsidy management, master leasing, and/or property management. County will set rates prior to the start of contract year two. See list of rates to be included below:
 - New unit acquisition: one-time per unit rate
 - Ongoing maintenance of existing units with subsidy management: monthly per unit rate
 - Ongoing maintenance of existing units without subsidy management: monthly per unit rate

- Additional rate added for master-leasing: monthly per unit rate (supplemental payment)
- Additional rate added for property management: monthly per unit rate (supplemental payment)
- **Landlord Incentive and Risk Mitigation Fund.** County shall reimburse Contractor for use of fund within the established maximums, and as noted in Exhibit A:
 - Incentive to new landlords: one-time payment of \$1,000 (with a one year lease agreement in place);
 - Additional unit payment: the payment for each additional unit after the first with the same property owner is \$500 (with a one year lease agreement in place);
 - Risk mitigation fund may cover the following at a maximum of \$4,000 per unit:
 - Rent losses
 - Damages above those covered by the security deposit

Invoicing

- Contractor shall invoice the County not more than monthly in year one using cost-based reimbursement for all activities included in Exhibit A, and as noted above.
- Contractor shall invoice the County not more than monthly in years two and three using the established unit rates as noted above.
- The final invoice shall be for an amount not to exceed the remaining balance of the contract. **The final invoice and accompanying reports must be received no later than July 15, 2020.**
- All invoices must be accompanied by reports described in Exhibit A, except for the program start-up invoice upon contract execution.
- County shall use best efforts to process invoices submitted for reimbursement by Contractor within thirty (30) working days of receipt of complete and accurate invoice, reports, and any other back up documentation as requested.

Invoicing Procedures:

- Invoices with an invoice number, PO number, and service period, accompanied by the required report(s), shall be sent to:
Alameda County Care Connect
ATTN: Marta Lutsky
1900 Embarcadero Cove, Suite 210
Oakland, CA 94606
- The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of

patient and related services, submission of client service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations. If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified by telephone within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
 - b. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.
 - c. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.
- Contractor shall submit all claims for reimbursement under this Agreement within thirty (30) days following the expiration of this Agreement. All claims submitted after thirty (30) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after thirty (30) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

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

by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

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

Financial Controls, Records, and Audit:

- Contractor shall bear financial responsibility for the provision of services rendered to the target population.
- Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.
- Record Retention: All records pertaining to Continuum of Care funds must be retained for a period of 5 years. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

Other Provisions:

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

Exhibit B-1

				Whole Person Care- Revenue	MHSA Revenue	Homes for Wellness (Match Grant)
<i>Personnel</i>	<i>FTE</i>	<i>Salary</i>	<i>Total Cost</i>			
Program Manager - AC PSH	1.00	\$68,000	\$56,667	\$56,667	\$0	\$0
Lead Housing Specialist	1.00	\$56,000	\$46,667	\$42,000		\$4,667
Housing Specialist	5.00	\$50,000	\$208,333	\$125,000	\$41,667	\$41,667
Housing Compliance Specialist	1.00	\$46,000	\$38,333	\$38,333		
Enrollment Data Specialist	0.50	\$45,000	\$18,750	\$9,375	\$9,375	
			\$0			
Subtotal Salaries			\$368,750	\$271,375	\$51,042	\$46,333
Benefits @27			\$99,563	\$73,271	\$13,781	\$12,510
Subtotal Personnel	8.5	\$265,000	\$468,313	\$344,646	\$64,823	\$58,843
MHSA Rental Assistance			\$238,250	\$0	\$238,250	\$0
One-Time/Start-Up Costs						
Risk Mitigation Pool			\$315,000	\$315,000		
Tenant Improvements			\$5,000		\$5,000	
Equipment and Furnishing			\$11,000		\$11,000	
Data Base Licenses			\$16,454	\$16,454		
Moving/ Repairs/ Barrier Removal			\$85,000	\$36,000	\$49,000	
Subtotal Start Up Costs			\$432,454	\$367,454	\$65,000	\$0
Operating Costs						
Office Expense			\$6,000	\$5,000	\$1,000	
Maintenance						
Structure			\$0	\$0		
Equipment			\$0	\$0		
Vehicles			\$0	\$0		
Utilities			\$0	\$0		
Communications			\$6,000	\$6,000	\$0	
Membership Dues			\$0	\$0		
Travel			\$24,000	\$24,000	\$0	
Training			\$8,000	\$6,000	\$2,000	
Professional & Specialized Services			\$0	\$0		
Insurance			\$0	\$0		
Taxes & Licenses			\$0	\$0		
Interest			\$0	\$0		
Rents & Leases			\$0	\$0		
Structure			\$39,000	\$32,000	\$7,000	
Equipment			\$2,400	\$2,400		
Vehicles			\$0	\$0		
Miscellaneous			\$0	\$0		
			\$0	\$0		
Subtotal Operating Costs			\$85,400	\$75,400	\$10,000	\$0
Total Direct Costs			\$1,224,417	\$787,500	\$378,073	\$58,843
Administration/Indirect @10%			\$122,442	\$85,905	\$36,537	
Total Program Amount (including Homes for Wellness grant)			\$1,346,858	\$873,405	\$414,610	\$58,843
Total Contract Amount			\$1,288,015	\$873,405	\$414,610	

WPC Staffing/ Operations/ Start Up	Staffing adjusted for 10 mo	\$472,500	
WPC Incentive Pool		\$315,000	
WPC Admin		\$85,905	
MHSA Staffing/ Operations/ Start Up	Staffing adjusted for 10 mo		\$139,823
MHSA Housing Subsidies			\$238,250
MHSA Admin	Difference btwn 10% and WPC admin		\$36,537
Homes for Wellness (match)	Application shows \$83,205 available		\$58,843

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 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. 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. 	



ALLIHO-C1

MSUN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2017

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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107		CONTACT NAME: PHONE (A/C, H, Ext): (626) 799-7000 FAX (A/C, H, Ext): (626) 441-3233 EMAIL ADDRESS: info@boltonco.com															
INSURED Allied Housing, Inc., Abode Services 40849 Fremont Blvd. Fremont, CA 94538		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits' Ins. Alliance</td> <td></td> </tr> <tr> <td>INSURER B: Cypress Insurance Co.</td> <td>10855</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td>22314</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> </table>		INSURER	NAIC #	INSURER A: Nonprofits' Ins. Alliance		INSURER B: Cypress Insurance Co.	10855	INSURER C: RSUI Indemnity Company	22314	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
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INSURER C: RSUI Indemnity Company	22314																
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.						
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	201603766NPO	11/15/2016	11/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 S Professional \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		201603766NPO	11/15/2016	11/15/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201603766UMBPO	11/15/2016	11/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ALWC816513	04/01/2017	04/01/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		CWB00024841403766	11/15/2016	11/15/2017	Deductible - \$10,000 982,000
C	Directors & Officers		NHP849985	11/15/2016	11/15/2017	Limit @ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime: Travelers Casualty and Surety Company of America, Policy # 108066269, Eff 11/15/16 to 11/15/17 - Limit @ \$2,500,000 with \$25,000 deductible

Re: Per contract agreement with named insured
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional insured per form CG2026 attached.

CERTIFICATE HOLDER Alameda County Health Care Services Agency 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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POLICY NUMBER 2015-03766-NPO
Named Insured Allied Housing, Inc., Abode Services

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

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)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers Agents, employees and representatives</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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: Abode Services

PRINCIPAL: Louis Chicoine **TITLE:** Executive Director

SIGNATURE:  **DATE:** 9-8-17

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 City of Berkeley, (“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: Abode Services

PRINCIPAL: Louis Chicoine TITLE: Executive Director

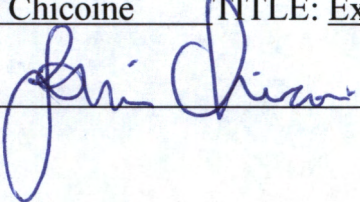
SIGNATURE:  DATE: 9.8.17

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 O

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Abode Services

PRINCIPAL: Louis Chicoine

TITLE: Executive Director

SIGNATURE: _____

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: Abode Services DEPT #: 465

TITLE/SERVICE: Landlord Liaison and Housing Subsidy Management Services

DEPT. CONTACT: Hanna Flores PHONE: (510) 667-3027

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:
94-3087060
 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? () ()

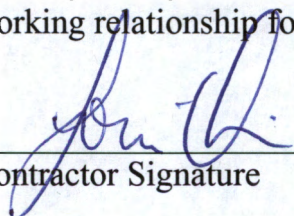
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

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.




Contractor Signature

Louis Chicoine

Printed Name

Date

9-8-17



Agency/Department Head/Designee
Signature

Rebecca Gebhart

Printed Name

Date

9/10/17

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of September 26, 2017, is by and between the County of Alameda, hereinafter referred to as the "County", and Bay Area Community Services, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Landlord Liaison and Housing Subsidy Management Services and Housing Education and Counseling 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 Landlord Liaison and Housing Subsidy Management Services and Housing Education and Counseling 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 A-1 Landlord Liaison – Subsidy Management Proposed Breakdown
- Exhibit B Terms and Conditions for Payment
- Exhibit B-1 Landlord Liaison Budget
- Exhibit B-2 Housing Education Budget
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E BAA
- Exhibit F Audit Requirements
- Exhibit O The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from September 1, 2017 through June 30, 2020.

The compensation payable to Contractor hereunder shall not exceed *Five Million, Nine Hundred Thirty Two Thousand, Seven Hundred Eighty Five Dollars (\$5,932,785)* for the term of this Agreement.

C-15768

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

COUNTY OF ALAMEDA

BAY AREA COMMUNITY
SERVICES, INC.

By: 
Signature

By: 
Signature

Name: Wilma Chan
(Printed)

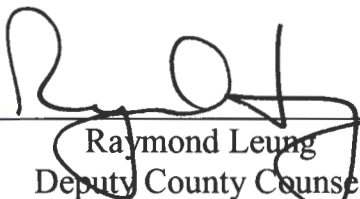
Name: Jamie Almanza
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 9/11/2017

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

By: 
Raymond Leung
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 week's 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
Alameda County Care Connect
1900 Embarcadero Cove, Suite 210
Oakland, CA 94606
Attn: Kai Mander

To Contractor: BAY AREA COMMUNITY SERVICES
629 Oakland Avenue
Oakland, CA 94611
Attn: Daniel Cooperman

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 Landlord Liaison and Housing Subsidy Management Services and Housing Education and Counseling Services shall not exceed \$5,932,785 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business (SLEB Certification Number: 14-00052; expiration: 03/31/2018). 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. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value 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. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute 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). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB 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 the County Auditor- Controller's Office of Contract Compliance (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 32, 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 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]

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Bay Area Community Services, Inc.

Contracting Department: Health Care Services Agency, AC Care Connect

Contract Period: 09/01/2017 – 6/30/2020

Contracted Services

- **Cultivate and sustain relationships** with property owners and management companies to secure permanent supportive housing units for homeless and formerly homeless people with disabilities supported by a variety of housing subsidy funding sources
- **Partner with service providers** to support clients in obtaining and maintaining housing. Engage service providers early as problems arise to help mitigate loss of housing.
- **Identify and engage landlords** willing to accept clients and subsidies from HUD Continuum of Care (CoC), MHSA rental assistance programs, and other scattered-site permanent supportive housing programs
- **Support landlords** when issues arise because of their involvement in these programs, including operating a 24/7 landlord hotline
- Directly manage some HUD CoC and MHSA-funded **housing subsidies; coordinate with service providers and public housing agencies** involved with managing housing subsidies to ensure landlord concerns are addressed in a timely and appropriate fashion
- Operate a **landlord incentive and risk mitigation fund** as a strategy for engaging and retaining landlord participation in these programs
- Coordinate landlord liaison services with a network of **Housing Resource Centers (HRCs)**, including regional housing navigators and teams of tenancy sustaining service providers countywide
- Provide **housing education and counseling services** in collaboration with HRCs, as part of a coordinated entry system for persons experiencing homelessness and those at risk of homelessness
- Offer regularly-scheduled **housing workshops** at HRCs that focus on housing search and networking
- **One-on-one counseling** and office-based **housing search assistance** for housing seekers coming through the HRCs who are in search of housing or facing a potential housing crisis
- Deliver housing education and counseling services at **regularly-scheduled locations** where homeless and at-risk clients may be found (i.e. shelter sites, Wellness Centers, public libraries, and/or other proposed community locations)

Program Goals—Landlord Liaison Services

- Ensure literally homeless individuals with multiple barriers to housing have the opportunity for permanent supportive housing in the community of their choice by cultivating positive relationships with landlords
- Capture data in real-time on unit availability and eligibility requirements
- Improve Alameda County Care Connect client outcomes by connecting housing with other critical service systems through linkages with regional housing resource centers and other service providers, and participation in a countywide data-sharing and care coordination system
- Spend down all HUD CoC grant funding for client rental assistance to ensure that the maximum number of people are served and that we are able to receive continue funding.

Program Goals—Housing Education and Counseling

- Help individuals and households who are literally homeless or at risk of homelessness by assisting with their housing search process
- Help clients understand their rights and responsibilities as tenants
- Help clients address barriers to obtaining or maintaining housing
- Support the provision of online resources that simplify the process of finding and obtaining housing

Terms of Service

1. All services defined under this contract shall be in adherence with the Continuum of Care's system-wide policy and procedure manual developed by EveryOne Home.
2. All Alameda County Care Connect services defined under this contract shall be in adherence with Special Terms and Conditions (STCs) and any other California Department of Health Care Services requirements of the Whole Person Care Pilot, as well as all applicable state and federal regulations.
3. All services defined under this contract shall be grounded in the principles of **Housing First**, which aims to remove barriers to housing such as sobriety or service requirements, focusing instead on reducing the harm associated with drug use, building tenancy skills, and encouraging service participation.
4. All services defined under this contract shall be guided by **client choice**, meaning that Contractor shall work directly with each participant to identify the housing options that are most desirable and appropriate for him/her, and make every effort to match existing housing resources to that vision.
5. Contractor staff shall participate in system-wide trainings, known as **Implementation and Learning Communities (ILCs)**, facilitated by EveryOne Home and in partnership with the County, as relevant to the functions provided under this scope of work.
6. Contractor shall be expected to engage in collaboration and partnerships. The functions described here are part of a comprehensive system that is designed to meet the needs of people experiencing homelessness and housing crises in a fair and consistent manner across the county. Participation in this effort will require strong coordination and collaboration. Contractor shall commit to:

- Collaboration with HCSA, Alameda County Housing and Community Development, EveryOne Home, and other homeless and housing providers to coordinate client care and ensure clients receive the services and supports they need to achieve and maintain health and housing stability.
- Coordinate with Housing Resource Center operations and related activities with other service providers to strengthen the service delivery model, and develop approaches, schedules and methods for delivering the services collaboratively.
- Attend regularly scheduled and as-needed coordination/team meetings with all coordinated entry system partners, including the entities referenced above, to manage client care and problem solve around tenant, building, and community issues.

Landlord Liaison Services:

7. All landlord liaison services defined under this contract shall be performed on behalf of the units identified in Exhibit A-1 in year one. This includes securing and/or maintaining a targeted 75 units funded with Mental Health Services Act (MHSA) rental assistance for MHSA clients.
8. In contract years two and three, Contractor shall be expected to provide housing services to maintain all new units brought into the program in the first year under the rental subsidy programs directly administered by the Contractor, as well as a portion of existing and new units subsidized by public agencies. Additional projects and units may be added, pending contract negotiation, in subsequent contract years.
9. Contractor shall be expected to secure housing units in locations throughout the County, taking into account clients' geographical and unit size preferences and funding source expectations related to unit size and distribution.
10. Contractor shall provide capacity to master lessor and/or provide third-party property management to some units managed under this contract, depending on the needs of the landlord and the regulations of the funding source.
11. Contractor shall deposit all one-time Incentive and Risk Mitigation Funds for the contract year in an interest-bearing account, and report out on all expenditures and current fund balance (see Reporting Requirements below).
12. Contractor shall return to the County all remaining unspent Incentive and Risk Mitigation funds at the close of the contract term.
13. County may adjust Incentive and Risk Mitigation Fund limits (per unit) during the contract term. All changes will be discussed in advance, documented, and provided start and end date for all phases of mitigation funds.
14. Contractor shall maintain, on average, a staffing model of approximately one housing coordinator per 40 units to be managed.
15. Landlord liaison staff shall operate during extended business hours to meet the customer service requirements of this contract.
16. Landlord liaison staff shall participate in a Supportive Housing Collaborative, a workgroup for managing PSH vouchers with an eye to the pipeline of PSH projects, facilitated by the County and including Housing and Community Development, Health Care Services Agency, Oakland Housing Authority, Housing Authority of County of Alameda, City of Berkeley, City of Oakland, EveryOne Home, and selected providers of landlord liaison services.

17. Landlord liaison staff may be selected for participation in Quality Improvement (QI) initiatives, known as PDSA cycles (Plan-Do-Study-Act) with guidance and support from AC Care Connect's Skills Development and Quality Improvement unit. County shall notify Contractor in advance if a QI initiative has been identified, and shall communicate the expected duration of the PDSA cycle.

Housing Education and Counseling Services:

18. Housing education and counseling services shall be delivered countywide, with a consistent level of services offered in all five regions (North County-Berkeley; North County-Oakland; Mid-County; East County; and South County).
19. Contractor shall collaborate with selected provider of Housing Legal Services so that group trainings and workshops are offered to clients in a coordinated manner, including both housing education and housing legal services curriculum delivered by staff from both entities.
20. Contractor shall help support development of the County's centralized housing information website and other online resources.
21. Contractor shall identify at least one site in each region, in partnership with HRC staff and selected provider of Housing Legal Services, where housing education and counseling workshops and drop-in hours may be offered. Final site selection is subject to approval by County.
22. Contractor shall document all face-to-face housing education and counseling encounters with individuals on a continual basis. Some services shall be provided in a group setting, but must be documented in a client sign-in sheet with Medi-Cal or HMIS number provided by Contractor.
23. Housing education and counseling supervisory staff shall obtain **HUD Housing Counseling certification** (<https://www.hudexchange.info/trainings/housing-counseling-online-training-modules/>).

Participation in Countywide Coordinated Entry

Unless otherwise noted below, all programs that receive funding through this contract that are targeted to serving people who are homeless or at high risk of homelessness must participate in the county-wide Coordinated Entry (CE) process. Participation in CE means:

- a. Notifying the relevant CE entity (Home Stretch, regional HRC or other designated entity) when vacancies occur or are expected in all participating programs.
- b. Filling all beds, units, program slots or other means of providing resources with referrals made by the designated CE entity.
- c. Accepting all referrals made according to the adopted CE policies that meet the established and approved criteria for the program.
- d. Providing explicit and timely rationale for the rejection of any and all referrals.
- e. Entering data into the HMIS system relevant to the CE process, including notifying the CE when vacancies/openings occur or are anticipated, when referrals are received,

when they are accepted or rejected, and when individuals or households enroll or move in.

f. Meeting timeliness standards for the posting, accepting, and/or rejecting of referrals.

g. Communicating in a timely fashion with the CE entity and any other parties regarding the processing of specific referrals and the overall process.

h. Participate in regional and/or countywide meetings to plan, assess, revise or improve the CE process.

i. Such other requirements as may be specified in the CE policies and procedures.

Referral Process to Program(s)

Landlord Liaison Services:

Contractor shall identify new units on behalf of literally homeless and disabled clients prioritized through the Coordinated Entry System and matched to permanent supportive housing (PSH) opportunities through Home Stretch.

Contractor shall maintain existing units on behalf of clients who are at-risk of homelessness (i.e. would be facing eviction without any intervention from Contractor to provide support and facilitation with the landlord). Existing units to be maintained will be identified by County, including staff from Behavioral Health Care Services and Housing and Community Development Department, and in partnership with City of Berkeley, City of Oakland, Housing Authority of County of Alameda, and Oakland Housing Authority.

Housing Education and Counseling Services:

All literally homeless and at-risk of homeless individuals/households may access housing education and counseling services offered in each region. The countywide call center, HRCs, and other programs serving this population may link clients to service offerings, including posting schedules for group trainings and workshops, drop-in hours to meet with a housing counselor, etc. Contractor shall provide the countywide call center and Housing Resource Centers with up-to-date schedules providing consistent dates/times for service offerings in each region.

AC Care Connect

Clients who are eligible for AC Care Connect (the County's Whole Person Care Pilot) and referred to PSH openings through Home Stretch, will be enrolled by the County, in partnership with HRCs. Many clients housed through Home Stretch will already be enrolled in AC Care Connect service bundles (e.g. housing navigation services).

In addition to being prioritized for services through the coordinated system to prevent and end homelessness, individuals enrolled in AC Care Connect will have additional health care resources available to them. Eligibility and registration processes for AC Care Connect will be developed by HCSA staff. Housing Solutions for Health, the HCSA unit responsible for AC Care Connect services in this contract, will maintain oversight of referral mechanisms into these services.

Data Sharing

When legal requirements and any necessary client consent structures are determined and put in place, AC Care Connect staff will provide detailed information on access and use of a Phase One prototype of a Community Health Record (CHR). The CHR will identify members of a client's care team including the care manager associated with the Housing Resource Center and Housing Navigation or Tenancy Sustaining Service Bundle, and provide contact information for those care team members to enable cross-sector care coordination. The CHR will also include a curated set of data elements regarding recent Emergency Department visits and inpatient stays, diagnoses, and highlights of a shared care plan among the care team members. Additional information may be added in time. Contractor is expected to provide feedback on the use of the Phase One prototype CHR and identify areas of potential improvement. This feedback will inform a formal Request for Proposal process the County will carry out during this contract term to secure a new product that provides the functionality necessary to support cross-sector care coordination in a format that supports workflows and limits double entry of data and multiple system log-ons if possible.

Contractor shall adhere to all policies and procedures set forth by the County for AC Care Connect enrollment, consent, and use of an AC Care Connect Community Health Record (CHR) and Care Plan, as established during the contract term.

Program Eligibility

Landlord Liaison Services:

Contractor shall primarily acquire and maintain units on behalf of households who:

- Are living in Alameda County; AND
- Are literally homeless per [HUD's definition of homelessness](#), using categories 1 (Literally Homeless) and 4 (Fleeing Domestic Violence); OR
- Are at imminent risk of homelessness (using category 2 of HUD's definition of homelessness)

Housing Education and Counseling Services:

Contractor shall primarily serve households who are literally homeless or at risk of homelessness. While anyone can access group offerings, marketing of these services will be targeted specifically to clients accessing housing resource centers and those with a housing crisis that contact the countywide call center.

Program Design—Landlord Liaison and Housing Subsidy Management Services

These services are designed to secure new units in the private housing market for Whole Person Care (literally homeless and Medi-Cal eligible) and Home Stretch-eligible clients (literally homeless and disabled). Some new units may be subsidized with MHSA and HUD CoC program funds that are coming into the county for the first time, as well as from current

programs that are underutilized. This includes securing and/or maintaining a minimum 56 units funded with Mental Health Services Act (MHSA) rental assistance for MHSA clients.

Services will focus on maintaining both newly secured units and existing units that are part of current programs serving this population. A portion of units that are supported by subsidies from public housing agencies but in which tenants are at risk of losing their housing will also be included as units to maintain.

Landlord Engagement and Recruitment: Contractor shall engage landlords and their representatives through a variety of means: such as one-on-one outreach, attending property owner association meetings, holding special events, etc. Contractor shall inform landlords and their representatives about the benefits of working with programs included in this contract and about the intersection of this work with the coordinated system to end homelessness. Recruitment of landlords will also be informed by working with housing navigators to identify unit needs for specific clients, especially those with special housing needs.

Landlord Support and Maintenance: Contractor shall continue to work with landlords and property managers to retain units that they bring into the system, as well as existing units identified in this contract, and be responsive to their needs in real time. This includes providing a high-level of customer service and responsiveness, including a **24/7 hotline** available to all landlords in the program that may be utilized for crisis needs, property management needs, nuisance needs, and problem solving. The line will be answered by staff with housing expertise who are equipped with electronic access to data on participating landlords, properties, tenant information, service provider information, and rental history quick-facts. Staff will triage the call and provide immediate problem solving based on the initial need which may include immediate response to an emergency (e.g. property management or behavioral); next day scheduling of property management or other service; or scheduling of non-urgent follow-up.

Support offered to landlords shall be flexible, mobile, and responsive based on need. Other support activities include 1) maintaining newly recruited landlords' participation through regular contact, incentives and appreciation events; 2) developing relationships with landlords for eligible clients who are currently housed and facing potential loss of their unit, in order to prevent eviction and loss of units from the program; and 3) coordinating with service providers who are supporting clients in permanent supportive housing, including assistance mediating conflicts between landlords and tenants.

Public Agency-Managed Subsidy Programs: Contractor shall serve as a liaison to public housing agencies on behalf of housed and potentially housed clients and on behalf of landlords as needed to secure and/or retain such units for program participants. Agencies include the Housing Authority of the County of Alameda (HACA), Oakland Housing Authority (OHA), and City of Berkeley Housing Department. This includes helping landlords navigate paperwork and other requirements; ensuring acceptable leases; and advocating with public

housing agencies to ensure inspections, rent calculations and other steps are carried out to ensure speedy move in. Contractor shall understand subsidy payments, payment standards, and FMRs, as well as support participants with income certifications, rent calculations, coordinating move-ins, preparing for re-certifications and reinspections, and understand other housing authority regulations and processes in order to provide maximum support to landlords and their tenants.

Administering Subsidies for MHSA and CoC Funded Programs: For units identified in Exhibit A-1, Contractor shall serve as the administering agent for the rental assistance. Contractor shall provide the following subsidy management responsibilities:

- Documentation of eligibility, and verification of household size and income
- Initial and annual Housing Quality Standards (HQS) inspections (when allowed)
- Determining and documenting rent reasonableness
- Determining and adjusting tenant and subsidy portions of rent
- Negotiating and executing Housing Assistance Payments (HAPs), master leases, and other required agreements with landlords, including careful review of all lease documentation to ensure appropriateness of all clauses, compliance with Fair Housing, and alignment with appropriate program regulations
- Cutting monthly rent checks to landlords in a timely fashion
- Serve as a liaison with attorneys to address evictions, abandonments, noticing and other issues
- Maintaining, updating, and conducting internal audits of all participant files
- Processing terminations and re-locations
- All other steps needed to manage MHSA and/or HUD CoC funds in keeping with applicable laws, regulations, and industry practices

Management of an Incentive and Risk Mitigation Fund: Contractor shall establish and operate a fund that can both pay incentives to landlords for their willingness to work with the programs and mitigate risk by covering extraordinary expenses (such as rent losses and repairs in situations where losses exceed security deposits) should the need arise. Contractor shall collaborate with the County to design and implement a fund of this type that can be used to attract new landlords or encourage existing landlords to provide additional units. Total budgeted amount for the Incentive and Risk Mitigation Fund shall be deposited in an interest-bearing account at the start of each contract year, with the unobligated balance returned to the County upon contract termination.

Areas of cost eligible for the fund include:

- Incentives to new landlords to provide a first unit: one-time payment of \$1,000, with a one year lease agreement in place;
 - Incentive to current landlords to provide an additional unit: one-time payment of \$500, with a one year lease agreement in place;

- Risk mitigation payments to cover rent losses or damages above those covered by the security deposit: maximum \$4,000 paid out per unit.

AC Care Connect funds (federal Medicaid dollars) used for Incentive and Risk Mitigation fund may not be used to cover the cost of room and board, monthly rental or mortgage expense.

Collaboration with Service Providers: In order to maximize housing successes, housing staff will need to work collaboratively with service providers. To this end, housing staff will:

- Contact a service provider within 5 business days of receiving a referral. Communication will include discussion around client's needs and preferences that will likely support housing success, exchange of contact information including email, office and cell phone numbers, and discussion of timelines.
- Contact a service provider within 1 business day of an observed or reported housing problem so that service provider can immediately make contact with client and provide support.
- On a case by case basis, housing staff may be asked to participate in planning around housing problems that are ongoing or escalating to an exit as a way to provide essential information needed to preserve a client's housing placement.
- Housing staff will attempt to communicate the date of an HQS inspection to client and their service provider at least two weeks in advance, to ensure that service providers can support clients in preparing for the inspection and can be present for the inspection if needed.
- In the event that a client receives a notice to vacate their unit, housing staff will provide notice to client and service provider, and be available to plan with service provider the logistics of the move.

Master Leasing and/or Third-Party Property Management: Contractor shall offer master leasing as an option to landlords and for providing quick and accessible permanent housing to the hardest-to-house individuals. Master leasing as a strategy for securing more units shall be used as an option of last resort, so that the ability for tenants to lease with landlords directly is preserved when possible. For master-leased units, Contractor shall be responsible for issuing proper notices for all required functions, including inspections, unit entry, unit and property abandonment, lease violations, rent increases, and other circumstances that require notice.

Contractor shall offer property management services (via subcontractor if needed), as part of a suite of services while renting to clients served by this contract. Services include assuming key landlord functions, such as tenant rent collection, unit repairs and turnovers, working with case managers to address lease violations, and navigating legal issues while ensuring tenants' rights.

Interactions with Tenants: It is expected that many of the participants who will be moving into housing will have received housing education and counseling skills as part of the services offered by HRCs, and related services regarding their tenancy from their care manager or housing navigator. Nonetheless, Contractor's housing staff shall be prepared to bolster those skills during and after move-in, walking participants through their tenant rights and responsibilities during lease negotiation, supporting participants in their communications with landlords, and reminding them of their obligations if any issues or problematic behaviors arise post move-in.

Program Design- Housing Education and Counseling (HEC) Services

HEC services will be delivered through and in conjunction with the network of Housing Resource Centers. These services shall be made available through regular hours and staffing at all Housing Resource Centers or other accessible locations in each region. HEC services shall include workshops and modules described below as well as one-on-one assistance for housing seekers, including online housing search assistance, support with housing applications, and exploration of living with family or friends or other shared living arrangements. In addition to providing this support in coordination with HRCs, Contractor shall be expected to deliver similar services in the field where homeless and at-risk clients may be found, including shelter sites and at other proposed community locations including six (6) Wellness Centers contracted by Alameda County Behavioral Health Care Services. The Wellness Centers are regionally-based, peer-run drop-in centers focused on promoting wellness and recovery among individuals experiencing a mental health challenge.

Regularly-Scheduled Housing Workshops: Contractor shall hold regularly scheduled workshops at Housing Resource Centers and/or other locations within each of the five regions. These workshops and trainings will include at a minimum:

Housing search and networking. This will be an eight (8)-part seminar designed to benefit participants whether they attend one or several of the sessions. Contractor shall engage consumers of homeless services on the optimal design and implementation of these workshops, which will include client participation and feedback. These sessions shall be designed to help housing seekers gain understanding of housing search tools and techniques, context of the housing market, and options for finding housing, including shared housing. Workshops shall be offered regularly and are expected to serve as stand-alone seminars that anyone can attend. Attendees should also be provided opportunities to network with one another to seek support and share information regarding their housing search, as well as potentially form relationships that could lead to shared housing. To this end, Contractor shall offer matching events ('Speed-Roommate') facilitated to best match people together for potential rooming situations.

Components of the overall curriculum shall include:

1. Different housing search methods
2. Preparation for landlord interviews
3. Affordable housing vs. market rate units
4. Housing resources in Alameda County
5. Resources to ensure housing success
6. Landlord relationship building
7. Commonly faced issues during tenancy (e.g. late rent, repairs needed, issues with neighbors, etc.)
8. Brief overview of landlord/tenant law and rent control (with additional curriculum to be developed and provided by selected provider of Housing Legal Services)

Any modification and/or development of curriculum shall be co-designed with the County and with input from other partners in the Housing Resource Center network, including the selected contractor for Housing Legal Services.

One-on-One Counseling and Office-Based Housing Search Assistance for Housing Seekers: In addition to the workshop sessions, one-on-one housing counseling and housing search assistance shall be offered to persons coming through the housing resource centers who are seeking housing or facing a potential housing crisis in their current housing and are not attached to a housing navigator or other program offering similar services. This includes individuals/households who are in crisis, require more support due to a disability, or are in the process of losing their housing.

Contractor staff shall be trained on scripts for immediate problem-solving, focusing on quick solutions such as staying with family or friends, accessing emergency funds to maintain their unit, or triage and referral for deeper services if eligible. Contractor shall conduct a brief housing assessment as well as basic vulnerability screening.

Office-based housing search assistance includes supporting clients navigating online housing resources, and additional support with housing applications outside the group setting if needed.

Contractor shall consult the [HUD Housing Counseling page](#) for additional information on certification of supervisory staff as required in this Exhibit A. The HUD Housing Counseling training includes skills related to housing problem solving, including knowledge of rental housing law, household budgeting, and mediation techniques, for example.

Primary Contractor Responsibilities

Contractor is considered a primary contractor and is directly responsible for the following:

1. Contractor must provide County with copies of all subcontractor contracts;

2. Contractor is responsible for providing oversight of subcontractor compliance and performance, including HMIS data collection and reporting expectations. Contractor shall have access to review subcontractor data and run reports on subcontractor program performance through HMIS directly;
3. Contractor is responsible for **compliance** in their region/(s) consistent with adopted countywide standards and funding policies;
4. Contractor is responsible for managing consistent **public communications** related to landlord liaison and housing education and counseling services available countywide;
5. Contractor shall facilitate participation by all staff and sub-contractors in **training** and **quality improvement activities**.

Contract Deliverables

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

a. Process Measures

PROGRAM DELIVERABLES	PERFORMANCE MEASURES	DATA SOURCE
<i>Landlord Liaison Management</i>		
Contractor shall acquire a targeted 69 new units in year one (# of units assigned in Attachment A-1)	# of new units acquired	Monthly Log
Contractor shall maintain a targeted 131 existing units in year one (# of existing units assigned in Attachment A-1)	# of existing units maintained (as defined by unit staying in portfolio during reporting period)	Monthly Log
Contractor shall facilitate retention rate of all units in program: <ul style="list-style-type: none"> • 95% of units retained at 6 months • 85% of units retained at 12 months • 75% of units retained beyond 	Total # of units in contractor's portfolio. <ul style="list-style-type: none"> • % of units retained at 6 months, 12 months, and beyond 12 months 	Quarterly Log

12 months		
85% of landlords shall rate contractor's customer service as excellent	% of survey respondents that rate contractor's customer service as excellent	Landlord Satisfaction Survey
<i>Housing Education & Counseling</i>		
Contractor shall facilitate ongoing workshops at consistent times and locations in each region	# of housing search and networking workshops offered in each region	Schedule of housing workshops scheduled in each region
70% of clients attend at least 50% of the housing search and networking workshop	% of clients attending housing search and networking workshops that attend at least 50% of the 8-part series	Log of HEC clients' attendance at housing workshops
85% of clients rate housing workshops as extremely useful	% of clients who rated housing workshop as extremely useful	Client survey administered at conclusion of each workshop

b. Outcome Measures

SERVICE DELIVERY	PERFORMANCE MEASURES	DATA SOURCE
<i>Housing Education and Counseling Services</i>		
Contractor shall facilitate ability of clients to obtain permanent housing	# of individuals that obtained tenancy within 3 months of receiving HEC services	HMIS
<i>Landlord Liaison Services</i>		
Contractor shall reduce exits from PSH that result in evictions and exits to unsheltered situations: 15% or less of clients who exit PSH each fiscal year return to unsheltered situations or exit with a formal eviction	% of exits from PSH each fiscal year resulting in a return to the streets or a formal eviction	Quarterly Log

Reporting & Evaluation Requirements

Upon contract execution, Contractor shall participate in online RBA training and certify participation to County (<https://acphd.adobeconnect.com/p1sxn7sxqd/>).

Contractor shall input data into the Homeless Management Information System (HMIS) 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 quarterly reports with the following elements to document progress toward the deliverables above during the reporting period:

- Quarterly Log- Landlord Liaison Services
 - # of new units secured
 - # of existing units that are maintained by program
 - Total # of units in portfolio and length of time unit is in portfolio
 - % of survey respondents that rated customer service as excellent
 - Current balance and accounting of all expenditures paid out in the Incentive and Risk Mitigation Fund
 - # of clients existing units in program; outcome of exit (e.g. exit to unsheltered situation; received formal eviction, etc.)
- Rent Rolls broken out for each project:
 - Tenant portion of rent
 - Subsidy portion of rent
 - Location of unit(s)
 - Owner of property
- Quarterly Log- Housing Education and Counseling (HEC) Services
 - # of workshops offered by region
 - % of clients attending workshops that attend at least 50% of the series
 - % of clients rating workshops as extremely useful
 - # of clients that obtained tenancy within 3 months of receiving one-on-one services

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

If reporting requirements cannot be met by the above deadlines, Contractor shall immediately contact AC Care Connect with the reason for delay and the estimated date for report completion. It is within the discretion of AC Care Connect to extend any due date. Lack of notification or failure to meet a deadline can result in withheld payment or fund

reduction. Contractor may include hardcopies but must include an electronic version of the report submission with each invoice to receive payment.

Additional Requirements

Certification/Licensure/ Confidentiality

- Contractor 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 A-1
LANDLORD LIAISON – SUBSIDY MANAGEMENT PROPOSED BREAKDOWN

BACS

	Contract Unit Minimum	Current Units Leased (Maintenance)	Projected New Units (Growth Next FY)
*HOST-FACT HUD grant from HCD to BACS - \$1,264,364	63	50	15
*Welcome Home – HUD thru HCD - \$411,354	15	11	4
*FACT – MHSA	\$350,000	33	3
*BACS – NCSHP – MHSA	\$250,000	12	2
*HOST – MHSA	\$450,000	20	5
City of Berkeley – TBRA grants	-	5 to support	40
TOTAL	-	131	69

* Direct Subsidy Management

EXHIBIT B

TERMS AND CONDITIONS FOR PAYMENT

Terms and Conditions of Payment:

- The total amount of reimbursement under the terms of this Agreement shall not exceed \$5,932,785 (\$1,627,595 in year one; \$2,152,595 available per year in years two and three), and is subject to amendment by the County depending on additional fund availability and program performance. Funds shall be used solely in support of the program budgets, as set forth in Exhibits B-1 and B-2.
 - Contractor shall submit updated detailed budgets annually (by April 30th 2018 for FY 2018-19; by April 30th 2019 for FY19-20; and by April 30th 2020 through CY 2020) for approval by the County.
 - Rental assistance funding shall be documented and included in all program budgets.
 - Contractor may submit an invoice, upon contract execution, based on the following guidelines for cash advances:
 - A cash advance will be granted at the beginning of the contract period for up to one (1) months' worth of budgeted operating expenses.
 - A cash advance will be granted at the beginning of the contract period for all budgeted one-time/startup expenses. This includes the full budgeted amount for the Incentive and Risk Mitigation Fund.
 - A cash advance will be granted at the beginning of the contract period for up to three (3) months' worth of client rental assistance funding.
 - Additional cash advances for up to two (2) months' worth of client rental assistance may be requested throughout the contract period.
 - Reconciliation for any cash advance payments shall occur during the contract year.
- **Cost-Based Reimbursement.** County shall reimburse Contractor for actual expenditures for landlord liaison services in year one (ending June 30th, 2018). County shall reimburse Contractor for actual expenditures incurred for all housing education and counseling services for the duration of the contract term (through June 30th, 2020).
- **Per Unit Rates.** County shall reimburse Contractor for landlord liaison services at a per unit rate for new units acquired and ongoing units maintained beginning in year two (starting July 1st, 2018 through the end of the contract term), with differential rates to account for subsidy management, master leasing, and/or property management. County will set rates prior to the start of contract year two. See list of rates to be included below:
 - New unit acquisition: one-time per unit rate
 - Ongoing maintenance of existing units with subsidy management: monthly per unit rate

- Ongoing maintenance of existing units without subsidy management: monthly per unit rate
- Additional rate added for master-leasing: monthly per unit rate (supplemental payment)
- Additional rate added for property management: monthly per unit rate (supplemental payment)
- **Landlord Incentive and Risk Mitigation Fund.** County shall reimburse Contractor for use of fund within the established maximums, and as noted in Exhibit A:
 - Incentive to new landlords: one-time payment of \$1,000 (with a one-year lease agreement in place);
 - Re-leasing bonus for landlords of units that are extended without (or with minimal) cost increase at \$500 per 12-month lease renewal;
 - Risk mitigation fund may cover the following at a maximum of \$4,000 per unit:
 - Rent losses
 - Damages above those covered by the security deposit

Invoicing

- Contractor shall invoice the County not more than monthly in year one using cost-based reimbursement for all activities included in Exhibit A, and as noted above.
- Contractor shall invoice the County not more than monthly in years two and three using the established unit rates as noted above for landlord liaison services.
- Contractor shall invoice the County not more than monthly in years two and three using cost-based reimbursement for all housing education and counseling services.
- The final invoice shall be for an amount not to exceed the remaining balance of the contract. **The final invoice and accompanying reports must be received no later than July 15, 2020.**
- All invoices must be accompanied by reports described in Exhibit A, except for the program start-up invoice upon contract execution.
- County shall use best efforts to process invoices submitted for reimbursement by Contractor within thirty (30) working days of receipt of complete and accurate invoice, reports, and any other back up documentation as requested.

Invoicing Procedures:

- Invoices with an invoice number, PO number, and service period, accompanied by the required report(s), shall be sent to:
Alameda County Care Connect
ATTN: Marta Lutsky
1900 Embarcadero Cove, Suite 208-210
Oakland, CA 94606
- The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied

with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of client service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations. If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified by telephone within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
 - b. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.
 - c. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.
- Contractor shall submit all claims for reimbursement under this Agreement within thirty (30) days following the expiration of this Agreement. All claims submitted after thirty (30) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after thirty (30) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

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

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

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

Financial Controls, Records, and Audit:

- Contractor shall bear financial responsibility for the provision of services rendered to the target population.
- Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.
- Record Retention: All records pertaining to Continuum of Care funds must be retained for a period of 5 years. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

Other Provisions:

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

EXHIBIT B-1
LANDLORD LAISON BUDGET

			(salary adjusted for 9 mos)	Whole Person Care- Revenue	Mental Health Services Act - Revenue	HUD grant- Welcome Home
Personnel	FTE	Salary	Total Cost			
Director of Operations, Housing	0.33	100000	24750	24750		
Program Manager	1	75000	56250	56250		
Housing Coordinator	4	49920	149760		49760	100000
Accountant	1	52000	39000	39000		
Subtotal Salaries			269760			
Benefits @ 30%			80928	80928	0	
Subtotal Personnel	6.33	276920	\$ 350,688	\$ 200,928	\$ 49,760	\$ 100,000
MHSA Rental Assistance			\$ 409,714		409714	
One-Time/Start-Up Costs						
Risk Mitigation Pool			160270	140000	20270	
Vehicles			40000		40000	
Computers, Phones			7000		7000	
Furniture			7000		7000	
Subtotal Start Up Costs			\$ 214,270	140000	74270	0
Operating Costs						
Office Expense			3500		3500	
Maintenance			0			
Structure			12000		12000	
Equipment						
Vehicles			2000		2000	
Utilities			3600		3600	
Communications			8400		8400	
Membership Dues			1000		1000	
Travel			67200		67200	
Training			8400	8400	0	
Professional & Specialized Services			2400		2400	
Insurance			6667		6667	
Taxes & Licenses			0			
Interest			5000		5000	
Rents & Leases			0			
Structure			36000		36000	
Equipment			0			
Vehicles			0			
Depreciation			0			
Structure			0			
Equipment			0			
Vehicles			0			
Miscellaneous - Legal Fees, Payroll Fees, Compliance			30000		30000	
Subtotal Operating Costs			\$ 186,167	\$ 8,400	177267	0
Total Direct Costs			\$ 1,160,839	\$ 349,328	\$ 711,511	\$ 100,000
Administration/Indirect @10%			116084	38595	77489	
Total Contract Amount			\$ 1,176,923	\$ 387,923	\$ 789,000	\$ 100,000

Total Contract funding available in Year 1 (WPC + MHSA)
including HEC \$450k

\$1,627,595

	WPC	MHSA	HUD
	\$ 388,595	\$789,000	\$100,000
		\$450,000	
		\$1,239,000	

EXHIBIT B-2 HOUSING EDUCATION BUDGET

BAY AREA COMMUNITY SERVICES	9/1/2017 - 6/30/2020	PROPOSED ANNUAL AMOUNT		MATCH	Total 3 Yr Program Budget
PERSONNEL	FTE	SALARY			
Director, Programs	0.33	\$ 100,000	\$ 33,000	\$ -	\$ 99,000
Program Supervisor	1.00	\$ 65,000	\$ 65,000	\$ -	\$ 195,000
Peer Housing Activator	3.00	\$ 41,600	\$ 124,800	\$ -	\$ 374,400
Receptionist/Greeter	0.20	\$ 32,240	\$ -	\$ 6,448	\$ 19,344
Subtotal Salaries	4.53	\$	\$ 222,800	\$ 6,448	\$ 687,744
Benefits at 30%		\$	\$ 66,840	\$ 1,934	\$ 206,323
Subtotal Personnel		\$	\$ 289,640	\$ 8,382	\$ 894,067
PROGRAM COSTS					
Maintenance			\$ -	\$ -	\$ -
Structure		\$ 3,600	\$ 3,600	\$ -	\$ 10,800
Equipment		\$ 1,200	\$ 1,200	\$ -	\$ 3,600
Vehicles		\$ -	\$ -	\$ -	\$ -
Utilities		\$ 2,400	\$ 6,000	\$ -	\$ 25,200
Communications (Cell, Mobile Data)		\$ 9,000	\$ -	\$ -	\$ 27,000
Membership Dues		\$ 2,000	\$ -	\$ -	\$ 6,000
Transportation		\$ 24,000	\$ -	\$ -	\$ 72,000
Training		\$ 3,000	\$ -	\$ -	\$ 9,000
Professional & Specialized Services		\$ 5,000	\$ -	\$ -	\$ 15,000
Insurances		\$ 6,000	\$ -	\$ -	\$ 18,000
Taxes & Licenses		\$ 1,000	\$ -	\$ -	\$ 3,000
Interest		\$ 1,000	\$ -	\$ -	\$ 3,000
Rents & Leases		\$ -	\$ -	\$ -	\$ -
Structure		\$ 24,000	\$ 18,000	\$ -	\$ 126,000
Equipment		\$ 1,200	\$ 6,000	\$ -	\$ 21,600
Vehicles		\$ 1,300	\$ -	\$ -	\$ 3,900
Miscellaneous		\$ 5,000	\$ -	\$ -	\$ 15,000
Subtotal Program Costs		\$	\$ 89,700	\$ 30,000	\$ 359,100
STARTUP COSTS					
Computers, iPads, Printers, iPhones		\$ 6,000	\$ -	\$ -	\$ 6,000
Furniture		\$ 5,964	\$ -	\$ -	\$ 5,964
Start Up One Time Costs		\$ 11,964	\$ -	\$ -	\$ 11,964
Total Direct Costs		\$	\$ 391,304	\$ 38,382	\$ 1,253,167.20
Total Indirect Costs 15%		\$	\$ 58,696	\$ 5,757	\$ 162,410
Total Proposed Cost		\$	\$ 450,000	\$ 44,140	\$ 1,415,578
AC Revenue/Total Amt Not to Exceed		\$	\$ 450,000	\$ 44,140	\$ 1,415,578

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 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. 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

OP ID: JU

DATE (MM/DD/YYYY)

08/07/2017

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 BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland		CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID # BAYAR-S													
INSURED Bay Area Community Svcs., Inc. East Bay Transitional Homes 629 Oakland Avenue Oakland, CA 94611		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: NonProfit's Ins. Alliance of CA</td> <td>NAIC # 011845</td> </tr> <tr> <td>INSURER B: Cyprian Insurance Company</td> <td>10855</td> </tr> <tr> <td>INSURER C: The Hartford</td> <td>38261</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> </table>		INSURER A: NonProfit's Ins. Alliance of CA	NAIC # 011845	INSURER B: Cyprian Insurance Company	10855	INSURER C: The Hartford	38261	INSURER D:		INSURER E:		INSURER F:	
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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	AUTO SUB (INS. END)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	2017-02167-NPO	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Emp Ben. \$ Included
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2017-02167-NPO	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		2017-02167-UMB-NPO	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	BAWC811085	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C Crime		51 BDD 071902	07/01/2017	07/01/2018	580,000 Limit 10,000 Deductible

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, & all County officers, agents, employees, volunteers, & representatives are named as additional insured. Additional Insured applies to General Liability policy only.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Health Care Services Agency 1000 San Leandro Blvd, Ste 300 San Leandro, CA 94577	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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POLICY NUMBER: 2017-02157

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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.



OP ID: JU

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/07/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland		PHONE (A/C, No, Ext): 650-341-4484		COMPANY NonProfits' Ins. Alliance of CA PO Box 8507 Santa Cruz, CA 95061	
FAX (A/C, No): 650-341-4465		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: BAYAR-8					
INSURED Bay Area Community Services, I East Bay Transitional Homes, I 629 Oakland Ave. Oakland, CA 94611			LOAN NUMBER		POLICY NUMBER 2017-02157-PROP
EFFECTIVE DATE 07/01/17		EXPIRATION DATE 07/01/18		<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
390 40th Street
Oakland, CA 94609

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building Replacement Cost - Special Form	4,250,000	2,500
Business Personal Property - Replace Cost Special	100,000	2,500
Building Ordinance	500,000	2,500
Business Income with Extra Expense Special Form (Actual Loss Sustained)	18 Months	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Alameda County Health Care Services Agency 1000 San Leandro Blvd, Ste 300 San Leandro, CA 94577	<input type="checkbox"/> MORTGAGEE		<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2006/07)

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: JU

DATE (MM/DD/YYYY)

08/07/2017

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 BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland		CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: BAYAR-3	
INSURED Bay Area Community Services & East Bay Transitional Homes 629 Oakland Avenue Oakland, CA 94613		INSURER(S) AFFORDING COVERAGE INSURER A: NonProfit Ins. Alliance of CA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 011845	

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	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					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 DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					INC STATUS- <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	D&O/EPL		2017-02157-NPO	07/01/2017	07/01/2018	See NOTES ATTACHED

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

*** Evidence of Insurance ***

CERTIFICATE HOLDER

CANCELLATION

Alameda County Health Care Services Agency 1000 San Leandro Blvd, Ste 300 San Leandro, CA 94577	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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EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Bay Area Community Services, Inc.

PRINCIPAL: Jamie Almanza TITLE: Executive Director


SIGNATURE:  DATE: 9/11/2017

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 City of Berkeley, (“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: Bay Area Community Services, Inc.

PRINCIPAL: Jamie Almanza **TITLE:** Executive Director

SIGNATURE:  **DATE:** 9/11/2017

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 O

COUNTY OF ALAMEDA THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.


By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Bay Area Community Services

PRINCIPAL: Jamie Almanza

TITLE: Executive Director

SIGNATURE: 

DATE: 9/11/2017

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: Bay Area Community Services DEPT #: 465

TITLE/SERVICE: Landlord Liaison and Housing Subsidy Management Services and Housing Education and Counseling Services

DEPT. CONTACT: Hanna Flores PHONE: (510) 667-3027

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: 94-1708069
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.

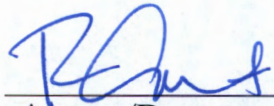
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

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.


Contractor Signature


Agency/Department Head/Designee
Signature

Jamie Almanza
Printed Name

Rebecca Gebhart
Printed Name

9/11/2017
Date

9/12/17
Date