

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
COLLEEN CHAWLA, Director



AGENDA _____ October 24, 2023

OFFICE OF THE AGENCY DIRECTOR

1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

October 5, 2023

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

SUBJECT: APPROVE AN AMENDMENT TO MASTER CONTRACT NO. 902012 AND EIGHT AMENDMENTS TO STANDARD SERVICES AGREEMENT UNDER MASTER CONTRACT NO. 902012 TO CONTINUE PROVIDING SHELTER OPERATION AND SUPPORT SERVICES; DELEGATE AUTHORITY TO THE HCSA DIRECTOR TO EXECUTE THE CONTRACTS; AND APPROVE THE ASSOCIATED BUDGET ADJUSTMENTS

Dear Board Members:

RECOMMENDATIONS:

- A. Approve an amendment to Housing Solutions for Health Master Contract No. 902012 to provide shelter operation and support services to Alameda County residents who are currently or formerly experiencing homelessness, with no change in the period of 5/1/21 – 6/30/24, and increasing the total not-to-exceed pooled amount from \$9,807,937 to \$16,011,672 (\$6,203,735 increase);
- B. Approve a Second Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 23327) with City of Alameda, Community Development Department (Principal: Amy Wooldridge; Location: Alameda) to continue to provide interim housing and shelter services in the City of Alameda, extending retroactive the period of 10/1/21 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$285,767 to \$623,965 (\$338,198 increase);
- C. Approve a Second Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 22861) with City of Fremont, Human Services Department (Principal: Suzanne Shenfil; Location: Fremont) to continue to provide shelter, permanent housing, and property management services to literally homeless individuals by federal standards in the City of Fremont, extending the retroactive period of 7/1/21 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$817,819 to \$2,132,532 (\$1,314,713 increase);
- D. Approve a Second Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 22858) with City of Hayward (Principal: Kelly McAdoo; Location: Hayward) to continue to provide shelter, permanent housing, and property management services, extending the retroactive period of 7/1/21 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$589,394 to \$1,077,375 (\$487,981 increase);
- E. Approve a First Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 24822) with City of Livermore (Principal: Marianna Marysheva; Location:

Livermore) to continue to provide shelter programs for homeless individuals linking them to community-based health, mental health, housing, and social services serving Livermore, Pleasanton, and Dublin, extending the retroactive period of 10/1/22 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$423,010 to \$862,436 (\$439,426 increase);

- F. Approve a First Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 24823) with City of San Leandro (Principal: Fran Robustelli; Location: San Leandro) to continue to provide shelter programs for homeless individuals and homeless survivors of domestic violence to linking them to community-based health, mental health, housing, and social service services serving San Leandro, extending the retroactive period of 10/1/22 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$500,091 to \$1,024,091 (\$524,000 increase);
- G. Approve a First Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 24666) with City of Union City (Principal: Joan Malloy; Location: Union City) to continue to provide low-barrier, safe parking for families and individuals currently homeless and living in their vehicles in South County, extending the retroactive period of 10/1/22 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$122,203 to \$748,672 (\$626,469 increase);
- H. Approve a Second Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 24298) with Covenant House California (Principal: Ami Rowland; Location: Oakland) to continue to provide Transitional Age Youth (TAY) shelter services to homeless individuals and link clients to health, mental health, housing, and social services with community-based agencies, extending the retroactive period of 7/1/22 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$1,557,710 to \$3,057,710 (\$1,500,000 increase);
- I. Approve a First Amendment to the Standard Services Agreement (Master Contract No. 902012; Procurement Contract No. 24573) with Insight Housing (Principal: Calleene Egan; Location: Berkeley) to continue to provide interim housing and shelter for individuals experiencing homelessness, extending the retroactive period of 10/1/22 – 6/30/23 by 12 months to 6/30/24, and increasing the total not-to-exceed amount from \$1,504,505 to \$2,477,453 (\$972,948 increase);
- J. Delegate authority to the Health Care Services Agency Director (HCSA), or designee, to execute the eight amendments, subject to approval as to form by County Counsel, and submit executed copies to the Clerk of the Board for filing; and
- K. Authorize the Auditor-Controller to make the related budget adjustments to increase appropriation by \$1,415,859 with offsetting revenue from Homeless Housing Assistance Program-Round 3 and Homeless Housing Assistance Program-Round 4

DISCUSSION/SUMMARY:

On May 21, 2019, your Board approved the Housing Solutions for Health Vendor Pool Master Contract No. 901811 for the term of July 1, 2019 to June 30, 2022, in a not-to-exceed pooled amount of \$30,000,000 (File No. 30310, Item No. 15). The purpose of the Housing Solutions for Health Vendor Pool (Vendor Pool) is to provide: (1) outreach, engagement, benefits enrollment; (2) health and supportive services; and (3) housing and property-related services to Alameda County residents who are currently

or formerly experiencing homelessness or who are living unstably. As part of that action, your Board also adopted a Resolution authorizing Health Care Services Agency (HCSA), to engage in a non-standard procurement that allows the HCSA Director to select qualified pool vendors as needed through a Request for Qualification process. Additionally, your Board authorized the HCSA Director to negotiate and execute Agreements and subsequent amendments as needed under the Master Contract, and to add qualified vendors to the Vendor Pool that successfully respond to future rounds of the Request for Qualification process, with no changes to the total pooled amount or the contract term.

On August 4, 2020, your Board approved a First Amendment to the Vendor Pool Master Contract No. 901811 to extend the term to 6/30/25 and increase the total pooled amount to \$50,000,000 (\$20,000,000 increase) to address the ongoing homelessness crisis, and COVID-19 pandemic at the time (File No. 30518, Item No. 20). Subsequently, your Board approved 13 additional amendments to increase the total pooled amount of Master Contract No. 901811 from \$50,000,000 to \$93,724,730, with the most recent amendment approved on July 11, 2023 (File No. 31052, Item No. 11).

To improve ease of Vendor Pool tracking and reporting, Health Care Services Agency (HCSA) created new Master Contracts (MCs), beginning June 8, 2021, to organize new Standard Services Agreements (SSAs) by service area with amendments to previously executed SSAs remaining with the original MC No. 901811. On June 8, 2021, your Board approved MC No. 902012 to provide shelter operation and support services for the term 5/1/21 – 6/30/22, with a total not-to-exceed pooled amount of \$1,200,000 (File No. 30660, Item No. 21). Subsequently, your Board approved 10 additional amendments to increase the total pooled amount of MC No. 902012 from \$5,272,768 to \$9,807,937, extending the term of 5/1/2021 – 6/30/22 by 24 months to 6/30/24, with the most recent amendment approved on August 1, 2023 (Item No. 44.1).

Today, HCSA requests your Board approve an amendment to MC No. 902012 to increase the total not-to-exceed pooled amount from \$9,807,937 to \$16,011,672 (\$6,203,735 increase), with no change to the term of 5/1/21 – 6/30/24, and approve eight amendments to the Standard Services Agreements (SSA) under MC No. 902012, with the following eight providers to provide shelter operation and support services:

- Second Amendment to the SSA, City of Alameda, Community Development Department, extending the period of 10/1/21 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$285,767 to \$623,965 (\$338,198 increase), to continue providing interim housing and shelter services to vulnerable individuals experiencing homelessness within the City's Day Center Overnight Services and Safe Parking program in the City of Alameda. To date, this contract, 143 individuals have been assisted, 25 client/participant vehicles per night have been connected to additional resources, 36 individuals per week have been provided case management services and housing referrals, and 32 individuals have been housed through collaborations with housing providers. Amending this contract would support the continuation of interim housing and shelter services in the City of Alameda.
- Second Amendment to the SSA, City of Fremont, Human Services Department extending the period of 7/1/21 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$817,819 to \$2,132,532 (\$1,314,713 increase), to continue providing shelter, permanent housing rapidly, and property management services including oversight of building operations, leasing of the facility, contractor relationships, social support, connection to co-occurring mental health and substance use issues, and compassionate non-judgmental services to literally homeless individuals in the City of Fremont. By federal standard, literally homeless/homelessness is defined as unsheltered, in emergency shelter or transitional housing, or living in a place not meant for human

habitation. Or an individual or family who lacks a fixed, regular, and adequate nighttime residence is considered homeless. To date, of the 220 unique individuals who have utilized the Navigation Center program, over 70 have moved to permanent housing. Amending this contract would allow Health Care Services Agency (HCSA) to continue to assist individuals experiencing homelessness in the City of Fremont to rapidly obtain permanent housing, social supports, and connection to harm reduction resources.

- Second Amendment to the SSA, City of Hayward extending the period of 7/1/21 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$589,394 to \$1,077,375 (\$487,981 increase), to continue providing shelter, permanent housing, and property management services. To date, more than 25 of the 74 unique individuals who have utilized the program have secured permanent housing. Approval of the amendment would allow City of Hayward to continue to oversee housing problem solving, administer flexible funding, conduct crisis and housing assessments, and outreach to individuals with respite support needs and those experiencing homelessness. Amending this contract would allow City of Hayward to continue respite services through the operation of a low-barrier shelter program and continue providing housing for literally homeless individuals residing in Hayward.
- First Amendment to the SSA, City of Livermore extending the period of 10/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$423,010 to \$862,436 (\$439,426 increase), to continue providing shelter programs for homeless individuals linking them to community-based health, mental health, housing, and social services serving Livermore, Pleasanton, and Dublin. To date, the City of Livermore has supported 32 unique individuals; two have exited the program to into a permanent housing setting, while the remaining others continue to receive supportive services. Approval of the amendment would allow the City of Livermore to continue to operate a temporary shelter providing low-barrier, compassionate, and non-judgmental services to literally homeless individuals; providing comprehensive wraparound services, including health and wellness resources, employment, benefits assistance, substance abuse services, housing navigation; and provide rental assistance and permanent supportive housing for individuals experiencing homeless in the Tri-Valley (Livermore, Pleasanton, and Dublin). Amending this contract would allow City of Livermore to continue to provide interim housing and permanent supportive housing for individuals experiencing homeless in the Tri-Valley cities of Livermore, Pleasanton, and Dublin.
- First Amendment to the SSA, City of San Leandro extending the period of 10/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$500,091 to \$1,024,091 (\$524,000 increase), to continue providing shelter programs for homeless individuals and homeless survivors of domestic violence to linking them to community-based health, mental health, housing, and social service services serving San Leandro. To date, the City of San Leandro has assisted more than 25 of the 60 unique individuals who have utilized the program to move into permanent housing. Approval of the amendment would allow the City of San Leandro to continue implementing a shelter program that coordinates with community-based agencies serving the homeless population in San Leandro to link survivors of domestic violence homeless and homeless individuals to services to address their health, mental health, housing, and social service needs. By amending the contract, City of San Leandro would continue providing shelter to survivors of domestic violence and women with children.
- First Amendment to the SSA, City of Union City extending the period of 10/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$122,203 to \$748,672 (\$626,469 increase), to continue providing low-barrier, safe parking for families and individuals currently homeless and living in their vehicles in South County. To date, the City of Union City has assisted 62 individuals, connected 15 vehicles per night to additional resources, provided case management services, housing navigation and mobile hygiene services to 25 individuals per week.

Approval of the amendment would allow the City of Union City to continue to provide low-barrier, all-inclusive, safe parking for families and individuals currently homeless and living in their vehicles in South County and provide a safe, secure place for people to sleep, restroom facilities, and case management to help individuals obtain permanent housing. This support and community-building is critical for ensuring a safe space and complements existing mobile hygiene services in the area, as well as helping participants transition to permanent housing through referrals and services in Union City. Amending this contract would support community-building critical for ensuring a safe space and continuation of safe parking services in the City of Union City.

- Second Amendment to the SSA, Covenant House California extending the period of 7/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$1,557,710 to \$3,057,710 (\$1,500,000 increase), to continue preparation for implementation of the Transitional Age Youth (TAY) shelter to individuals experiencing homelessness (ages 18 – 24). To date, Covenant House California has proceeded towards completion of construction at the planned Mid-County TAY shelter site through submission of an environmental review, contract execution with a contractor to begin construction, completion of PG&E approval, and insulation needs. Due to unforeseen increases in developmental costs, resulting in further delays to an operational start of the project and services, amending this contract would support Covenant House California towards the completion of construction of the Mid-County Transitional Age Youth (TAY) shelter and implementation of start-up services with a projected operational start date of December 1, 2023.
- First Amendment to the SSA, Insight Housing extending the period of 10/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$1,504,505 to \$2,477,453 (\$972,948 increase), to continue providing interim housing and shelter for individuals experiencing homelessness. Under the existing contract, of the 156 unique individuals who have utilized the program, 116 individuals accessed mainstream benefits. Your Board's approval of the amendment would allow Insight Housing to continue to provide interim housing for three projects serving individuals experiencing homelessness with safe and supportive shelter opportunities. Amending this contract, would allow Insight Housing to continue outreach to target individuals with respite support needs and those experiencing homelessness in the Cities of Berkeley and Emeryville, and continue providing provision of housing problem-solving, administration of flexible funding, conducting crisis and housing assessments.

The contracts with City of Alameda Housing and Community Department, City of Fremont Human Services Department, City of Hayward, City of Livermore, City of San Leandro, and City of Union City utilize HHAP funding, which is allocated to the cities based upon their point-in-time representation of homelessness in the county. The city jurisdictions determine the projects to support, based upon the HHAP funding categories. In most cases, these contracts are funding a portion of the total costs needed to support operations costs.

Due to unanticipated delays in the contract amendment process, Health Care Services Agency (HCSA) requests your Board to approve retroactive contract terms to support critical services for households experiencing homelessness.

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

SELECTION CRITERIA/PROCESS:

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

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

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

As of March 31, 2022, 79 vendors were qualified into the Vendor Pool. All of the vendors listed in the discussion section were qualified into the Vendor Pool and have demonstrated relevant experience for at least three of the last 10 years providing services to people currently, formerly, or at risk of experiencing homelessness.

As the City of Alameda Housing and Community Department, City of Fremont Human Services Department, City of Hayward, City of Livermore, City of San Leandro, and City of Union City are government entities and Covenant House California and Insight Housing are non-profit community-based organizations, these providers are therefore exempt from Small, Local and Emerging Business (SLEB) Program requirements.

FINANCING

Funding for the recommendations (\$6,203,735) comes from Homeless Housing Assistance Program (HHAP) Round 3 (\$4,787,882), and Homeless Housing Assistance Program (HHAP) Round 4 (\$1,415,853). Of this total, \$4,787,876 is included in the HCSA FY 23-24 Approved Budget. HCSA requests an increase in appropriation in the amount of \$1,415,859 with offsetting revenue of the same amount per the attached financial recommendations. Approval of these recommendations will have no impact on net County cost.

The Honorable Board of Supervisors

October 5, 2023

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VISION 2026 GOAL

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

Sincerely,

DocuSigned by:

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Colleen Chawla, Director
Health Care Services Agency

1 **AGENDA DATE:** 10/24/2023

BOARD LETTER SUBJECT: APPROVE AN AMENDMENT TO MASTER CONTRACT NO. 902012 AND EIGHT AMENDMENTS TO STANDARD SERVICES AGREEMENT UNDER MASTER CONTRACT NO. 902012 TO CONTINUE PROVIDING SHELTER OPERATION AND SUPPORT SERVICES; DELEGATE AUTHORITY TO THE HCSA DIRECTOR TO EXECUTE THE CONTRACTS; AND APPROVE THE ASSOCIATED BUDGET ADJUSTMENTS

BUDGET YEAR: 2024**FUND:** 10000

2 The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

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

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	454900	00000		\$1,415,859
ORG TOTAL				\$1,415,859

Informational

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

GRAND TOTAL ANTICIPATED REVENUE \$1,415,859

4 The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	610000	00000		\$1,415,859
ORG TOTAL				\$1,415,859

Informational

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

GRAND TOTAL APPROPRIATION \$1,415,859

Master Contract No. 902012
Procurement Contract No. 23327

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and City of Alameda, on behalf of its Community Development Department ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 23327, dated as of October 1, 2021, amended by the First Amendment to Agreement executed on February 2, 2023 (referred collectively to herein as the "Contract" or "Agreement") pursuant to which Contractor provides operations of Alameda Homeless Services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this Second Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed three hundred thirty-eight thousand, one hundred ninety-eight dollars (\$338,198). As a result of these additional services the not to exceed amount has increased from two hundred eighty-five thousand, seven hundred sixty-seven dollars (\$285,767) to six hundred twenty-three thousand, nine hundred sixty-five dollars (\$623,965) over the term of the Agreement and any amendments.
4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B and Exhibit B2-1 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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,

Master Contract No. 902012
Procurement Contract No. 23327

termination or abandonment. Said payment shall be computed in accordance with Exhibit B and Exhibit B2-1 hereto, provided that the maximum amount payable to Contractor for their operations of Alameda Homeless Services shall not exceed \$623,965 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. Exhibit A2, Program Description and Performance Requirements, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
7. Exhibit B2-1, Terms and Conditions for Payment, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
8. Attached hereto is Exhibit D2, a current Debarment and Suspension Certificate executed by Contractor.
9. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. 902012
Procurement Contract No. 23327

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement as of the day and year this Second Amendment is executed by the County.

COUNTY OF ALAMEDA

CITY OF ALAMEDA, A MUNICIPAL CORPORATION

By: DocuSigned by:
Colleen
CB284AE84C50405
Signature

By: DocuSigned by:
Jennifer Ott
645BD87E45D243E...
Signature

Name: Colleen Chawla
(Printed)

Name: Jennifer Ott
(Printed)

Title: Director, Health Care Services Agency

Title: City Manager

Date: 11/20/2023

Date: 10/30/2023

RECOMMENDED FOR APPROVAL
CITY OF ALAMEDA, ON BEHALF OF ITS
COMMUNITY DEVELOPMENT DEPARTMENT

By: DocuSigned by:
Amy Wooldridge
CF377C8EC7884C4...
Amy Wooldridge

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

Title: Assistant City Manager
Date: 10/30/2023

By: DocuSigned by:
K. Joon Oh
EFDCE3E061894A0...
K. Joon Oh
Deputy County Counsel

Approved as to Form:
By: DocuSigned by:
Len Aslanian
788D26E3B618464...
Len Aslanian
Assistant City Attorney

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

Master Contract No. 902012
Procurement Contract No. 23327

EXHIBIT A2
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of Alameda, Community Development Department

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

Original Term: 10/01/2022 – 6/30/2023
Original Amount: \$285,767

First Amendment Term: 01/01/2023 – 6/30/2023 (extension of 6 months)
First Amendment Amount: \$285,767 (no cost extension)

Second Amendment Term: 07/01/2023 – 6/30/2024 (extension of 12 months)
Second Amendment Amount: \$623,965 (\$338,198 increase)

The City of Alameda shall utilize HHAP funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregate shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Name and Location:

Day Services Center
The Village of Love 431 Stardust Pl., Alameda, CA 94501

Contracted Services:

Day Center Services include a Day Center, Overnight Emergency Shelter, Safe Parking Program and Safe Sheltering trailers for unhoused individuals to have a safe and supported environment.

Master Contract No. 902012
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The Day Center is a safe, sanitary, secure, and welcoming place with bedding provided, for unhoused individuals to relax, get information, connect to services, and be supported by staff and peers, seven days a week. In addition, legal and safe parking is provided on site for individuals living in their car, truck, or van. The program is not available for people living in Recreational Vehicles.

For HHAP Round 3, HHAP Round 4 funding, Day Center Services will be combined to avoid duplication of data and to better represent the comprehensive programming offered by Day Center Services. The provider for this project will be The Village of Love Foundation (VOL).

Day Center Services:

The City of Alameda shall implement Day Center Services serving individuals experiencing homelessness. Under this Agreement, The City of Alameda will provide direct services to clients, coordinate programs and activities, and operate the Day Center seven days a week, including Federal Holidays. The City of Alameda will assume budget oversight, evaluation, and reporting responsibilities. The City of Alameda will ensure that the following service components will be provided:

Day Center Overnight Services Program:

The City of Alameda shall implement a Day Center Overnight Services program serving homeless individuals, to complement the existing Day Center Program. Under this Agreement, The City of Alameda will provide direct services to clients, coordinate programs and activities, and operate the Day Center during overnight hours from 9:00pm to 8:00am. The City of Alameda will assume budget oversight, evaluation, and reporting responsibilities. The City of Alameda will ensure that the following service components will be provided:

- a. Serve a minimum of 30 unduplicated individuals per week experiencing homelessness or at-risk of becoming homeless.
- b. Serve up to 12 unduplicated individuals per night experiencing homelessness or at-risk of becoming homeless.
- c. Serve up to 25 cars or vans per day to support individuals who are living in their vehicle. Develop processes to register vehicles accessing the Safe Parking Program and to check-in and check-out participants utilizing the service during operating hours.
- d. Enroll walk-in participants onsite for immediate services. Accept referrals from Alameda Police Department, Alameda CARE Team, 211, and mid-County social service providers.
- e. Provide sleeping arrangements.
- f. Close Day Center and conduct cleaning and sanitizing and set up sleeping arrangements prior to open hours.
- g. Take down bedding, clean and sanitize after open hours.
- h. Provide housing navigation services.
- i. Connect participants with Case Management available at the Day Center during daytime hours.
- j. Develop, coordinate, implement, oversee, and evaluate Day Center Services operations, programs, and services in coordination with existing Day Center operations. Services may include, but are not limited to, the following: intake, meals, peer support groups, information and referral, case management, care planning, benefits enrollment assistance, showers, access to computers, housing navigation, entertainment, access to bathrooms, showers, laundry facilities, etc.

Develop processes to register vehicles accessing the Safe Parking Program and to check-in and check-out participants utilizing the service during operating hours.

Master Contract No. 902012
Procurement Contract No. 23327

- a. Monitor vehicle occupants for any illegal activity. Any violation of rules and requirements will have clear consequences laid out.

The City of Alameda shall, for each of the activities above, ensure that the following service components will be provided:

- a. Adhere to the Core Principles established for the program that prioritize a housing first model, harm reduction approach, trauma informed care, and cultural competency, racial equity, and inclusivity in all facets of governance, operation, management, and service provision.
- b. Provide a welcoming, safe, sanitary, and inclusive environment for all participants and guests from all walks of life, regardless of race, creed, gender, gender identity, color, or religion. Any person in need: men, women, LGBTQ, is welcome to receive services without judgment.
- c. Support participants with their health, mental health, housing, and social service needs by coordinating with community-based agencies serving the homeless population in Alameda and linking clients to programs and services that will help end their homelessness.
- d. Maintain the safety, security, and accessibility of Safe Parking and Day Center facilities, grounds, and surrounding areas. Site maintenance includes keeping grounds and facility free of trash, providing trash receptacles and dog waste bags, and pressure washing the lot weekly.
- e. Develop a clearly defined staffing plan and reporting responsibilities to support planned activities and programs.
- f. Develop an outreach plan to promote the program to the target population.
- g. Develop processes for screening, assessing, and enrolling participants in the program. Ensure that participants understand, agree to, and sign the Safe Parking Onsite Code of Conduct and Expectations and impose disciplinary action, including disenrollment from the program, as necessary.
- h. Record, track, and report client data and other metrics using the appropriate database, forms, and templates agreed upon between The City of Alameda and The County of Alameda.
- i. Participate in The City of Alameda's homeless initiatives and programs, including the Collaboration Advancing Resources, Efforts, and Supports for The City of Alameda's Homeless and its activities, and other workgroups appropriate to the scope of the project.
- j. Ensure timely and accurate submission of monthly, annual, and other reports requested by The City of Alameda.

The City of Alameda will provide the following to support the execution of this Scope of Work:

- a. Provide oversight for the contract including technical assistance as needed.
- b. Meet regularly with subcontractor to discuss progress and address any barriers to programming.
- c. Monitor progress towards targeted numbers served and program quality.
- d. Develop, collect and review reporting.
- e. Provide fiscal oversight.

Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist literally homeless individuals to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer.

The Target Population:

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This project will provide low-barrier, compassionate, and non-judgmental shelter and case management to adults experiencing homelessness who reside in or are connected to the City of Alameda. Operations of Day Center Services will support connections to the Coordinated Entry System and accessing additional resources.

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

Project: Day Center Services

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 150 unduplicated individuals, during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least 75% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 20% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;

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- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
 - Generate and extract “Annual Performance Reports (APRs)” from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
 - APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
 - APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
 - APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a ‘data lead’).
- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS “Annual Performance Report (APR)” report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County’s HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
 - APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and

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staff can be trained to use it. Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including:
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
- Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.
- Reports as demonstrated within Exhibit B2-1.

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	10/15/2023
Q2 10/01/2023 - 12/31/2023	01/15/2024
Q3 01/01/2024 - 03/31/2024	04/15/2024
Q4 04/01/2024 - 06/30/2024	07/15/2024

Program Monitoring:

- The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with Contractor and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

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The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide clients' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the Alameda County Shelter Standards, may be used as a basis for discharge from a shelter facility:

- Possession of a weapon at the facility
- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other residents. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a health care provider for treatment as soon as possible. Precautions should be taken to avoid spreading as feasible. Noncompliance with treatment or containment measures that endangers other residents may be cause for discharge.
- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that HNC staff actively attempted to engage the resident in services designed to support an exit to stable permanent housing with consideration given to each resident's barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the HNC that shall comport with any Alameda County Coordinated Entry System grievance policy guidelines.

While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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.

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- 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.

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EXHIBIT B2-1
TERMS AND CONDITIONS FOR PAYMENT

Unless expressly modified by this Exhibit B2-1, all of the terms and conditions of the Exhibit B will remain in full force and effect.

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractor's expenditures shall be in accordance with the chart set forth below.

Category	Initial Contract Amount (10/01/2021 – 12/31/2022)	First Amendment Amount (1/01/2023 – 6/30/2023)	Second Amendment Amount (07/01/2023 – 6/30/2024)	Updated Budget
Day Center Services	\$285,767	<i>No cost extension</i>	\$338,198	\$623,965
TOTAL	\$285,767		\$338,198	\$623,965

- HHAP allowable funds are limited to:
 - **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
- Funding Sources

Original Contract	
HHAP Round 1, 2	\$285,767
Amendment #1	
	<i>No cost extension</i>
Amendment #2	
HHAP Round 3	\$213,747
HHAP Round 4	\$124,451
Total	\$623,965

Terms and Conditions of Payment:

- A. The funding amount under the terms of this Exhibit B2-1 for services provided under Exhibit A2 is \$338,198 and the total reimbursement shall not exceed the total dollar awarded (**\$623,965**) under the terms of this Agreement. Funds shall be used solely in support of the program budget above.
- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:

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- i. Contractor must be a community-based, private, nonprofit organization.
 - ii. Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
 - iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred. 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 **August 1, 2024**.
- C. All invoices must be accompanied by reports described in Exhibit A upon contract execution.
- D. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

- Purchase Order (PO) number
- invoice date
- invoice number
- service period
- contract balance
- actual expenditures (which may not exceed the budget in Exhibit B1)
- invoice total amount
- accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A2

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

Phonethip Hill PHill@acgov.org
CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports 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 subcontracts 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

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reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement is to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- B. Contractor shall ensure that all subcontracts, 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

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liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.
- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

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EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

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CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

**Certificate Holder and
Additional Covered Party:**

COUNTY OF ALAMEDA

County of Alameda, its Board of Supervisor's, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.

Alameda County Social Services Agency

Department of Workforce & Benefits Administration
Program Planning and Support

This certifies that the coverage

Described herein has been issued to: City of Alameda

Description of Activity: Second Amendment to Agreement, Procurement Contract No. 23327 - Operations of Alameda Homeless Services.

Date(s) of Activity: 06-30-2023 to 06-30-2024

Location of Activity: Alameda, CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$ 250,000 excess of \$ 750,000	June 30, 2024

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

10-16-2023

Date

Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager

Name and Title (Print or type)

Certificate Number: FORM141754

Form C

3201 Doolan Road, Suite 285 • Livermore, CA 94551 • Phone (925) 837-0667 • FAX (925) 290-1543

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City of Alameda • California



City of Alameda – 2023/2024 Self-Insurance Statement

This letter will serve to certify that the City of Alameda and its respective Council, Boards, Officers, Employees, Agents and Volunteers are self-insured for all general liability losses including fire, theft, damage and destruction from any cause, and property damage, public liability risks, public officials errors and omissions or employment practices liability, and Workers' Compensation Insurance.

Please do not hesitate to contact me at (510) 747-4750 if you have any questions.



Yibin Shen
City Attorney

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Procurement Contract No. 23327



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

DECLARATION OF COVERAGE

ENTITY: City of Alameda

ADDRESS: 2263 Santa Clara Avenue, Room 280
Alameda, CA 94501-4456

COVERAGE PERIOD: July 1, 2023 to June 30, 2024

LIMIT OF COVERAGE: \$40,000,000, subject to a retained limit of \$750,000, *ultimate net loss* for each occurrence as defined in the Memorandum of Coverage

Sublimits:

- (1) For Employment Practices Liability, the limit of coverage is \$12,500,000 subject to a \$5,000,000 annual aggregate collectively in the reinsurance only, for all covered parties;
- (2) For Subsidence, the limit of coverage is \$7,500,000;
- (3) For Communicable Disease, the limit of coverage is \$7,500,000;
- (4) For Fungal Pathogens, the limit of coverage is \$12,500,000 subject to a \$5,000,000 annual aggregate collectively in the reinsurance only, for all covered parties;
- (5) For Sexual Abuse arising out of Day Care Operations, the limit of coverage is \$12,500,000 subject to a \$5,000,000 annual aggregate collectively in the reinsurance only, for all covered parties;
- (6) For Terrorism, the limit of coverage is \$12,500,000 subject to a \$5,000,000 annual aggregate collectively in the reinsurance only, for all covered parties;
- (7) For Airports, the limit of coverage for *Public Officials Errors and Omissions* is \$7,500,000 under exclusion #2;
- (8) For exceptions to the Pollution exclusion #27, the limit of coverage is \$7,500,000;
- (9) For Property of a Covered Party, the limit of coverage is \$12,500,000 subject to a \$5,000,000 annual aggregate collectively in the reinsurance only, for all covered parties; under exclusion #28.



Tony Giles
General Manager

July 1, 2023

Date

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LOCAL AGENCY WORKERS' COMPENSATION EXCESS
JOINT POWERS AUTHORITY
(LAWCX)

2023/2024 MEMORANDUM OF COVERAGE

Policy Number: LAW CX 23.24
DECLARATION

- ITEM #1 COVERED MEMBER: City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
*Expanded Covered Members
Identified in Schedule A of MOC*
- ITEM #2 COVERAGE PERIOD: FROM 7/1/2023 TO 7/1/2024
12:01 a.m. Pacific Standard Time
- ITEM #3 LIMIT OF LIABILITY:
- a. COVERED MEMBER'S RETAINED LIMIT:
- | | |
|--------------------------------|-----------|
| Workers' Compensation Coverage | \$500,000 |
| Employer's Liability Coverage | \$500,000 |
- b. LAW CX SELF-INSURED RETENTION:
- | | |
|--------------------------------|--|
| Workers' Compensation Coverage | \$5 Million Less
Member's Retained
Limit |
| Employer's Liability Coverage | \$5 Million Less
Member's Retained
Limit |

ON BEHALF OF THE LOCAL AGENCY WORKERS'
COMPENSATION EXCESS JOINT POWERS AUTHORITY

A handwritten signature in black ink, appearing to read 'J. Ebb', written over a horizontal line.

Authorized Signature

Schedule A - LAW CX Members
As of July 1, 2023

Master Contract No. 902012
Procurement Contract No. 23327

EXHIBIT D2

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Alameda, A California Municipal Corporation

PRINCIPAL: Jennifer Ott TITLE: City Manager

SIGNATURE:  645BD87E45D243E DATE: 10/30/2023

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Insight Housing ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 24573, dated as of October 1, 2022 (referred to herein as the "Agreement") pursuant to which Contractor provides North County Shelter Programs – Operating Subsidies services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed nine hundred seventy-two thousand, nine hundred forty-eight dollars (\$972,948). As a result of these additional services the not to exceed amount has increased from one million, five hundred four thousand, five hundred five dollars (\$1,504,505) to two million, four hundred seventy-seven thousand, four hundred fifty-three dollars (\$2,477,453) over the term of the Agreement and any amendments.

4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B and Exhibit B1 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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 and Exhibit B1 hereto, provided that the maximum amount payable to

Master Contract No. 902012
Procurement Contract No. 24573

Contractor for their North County Shelter Programs – Operating Subsidies services shall not exceed \$2,477,453 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. Exhibit A1, Program Description and Performance Requirements, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
7. Exhibit B1, Terms and Conditions for Payment, is incorporated into this Agreement by this reference ,and effective as of July 1, 2023.
8. Attached hereto is Exhibit D1, a current Debarment and Suspension Certificate executed by Contractor.
9. References to “Berkeley Food and Housing Project” are amended and updated to “Insight Housing” to reflect the Contractor’s recent entity name change, effective August 17, 2023.
10. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

EXHIBIT A1
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Insight Housing

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

Original Contract Period: 10/01/2022 – 06/30/2023
Original Contract Amount: \$1,504,505

First Amendment Period: 07/01/2023 – 06/30/2024
First Amendment Amount: \$2,477,453 (Increase of \$972,948)

Insight Housing shall utilize HHAP funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A1 – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Names and Locations:

Insight Housing Men's Housing Program (located within the Hope Center)
2012 Berkeley Way Berkeley, CA 94704

Insight Housing – Respite Program (two locations)
1654 5th Street Berkeley, CA 94710
1747 Russell Street, Berkeley CA 94703

Insight Housing Women's Overnight Shelter
2140 Dwight Way Berkeley, CA 94704

Contracted Services:

- A. **Men's Housing Program** is a 32-bed interim congregate shelter which operates 24/7 and provides three meals per day and housing navigation services to support people in exiting to permanent housing. Insight Housing (formerly Berkeley Food and Housing Project) is responsible for all site operations, maintenance and repairs. Referrals will be coordinated through the Coordinated Entry System (CES).
- B. **Berkeley Respite Program** is an interim, co-ed congregate shelter program that has two locations in Berkeley: 1654 5th Street and 1747 Russell Street, with a total of 8 beds. Couples may be sheltered in one room and both people will be involved in creating a housing plan. The shelters provide: 24/7 shelter, three meals per day and housing navigation services to support people in exiting to permanent housing. Insight Housing is responsible for all site operations, maintenance and repairs at each of the two sites. The sites (two four-bedroom, single family homes) do not have 24/7 on-site services. Because the operator will not be on-site 24/7, the program is operating as an independent living model. As such, referrals will be made in coordination with the CES, City of Berkeley, and Insight Housing staff.
- C. **Women's Overnight Shelter** is an interim congregate shelter program supporting 32 beds currently temporarily located at 4300 San Pablo Ave, Emeryville but will be moving back to 2140 Dwight Way in Berkeley in late 2023. The shelter operates 24/7, provides three meals per day and provides housing navigation services to support people in exiting to permanent housing. Insight Housing is responsible for all site operations, maintenance and repairs.

HHAP funds shall be used for the operations and administration of the projects.

Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist individuals experiencing literal homelessness to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer
Numbers Served: Captures numbers of individuals served by various sub-population breakdowns.
 - c. Outcomes: Captures changes in homeless status Annual Performance Report (all, veterans, youth)
 - d. Supplemental: Captures changes in homeless status annual Performance Report (Chronically Homeless, Race, Ethnicity, Gender)

The Target Population:

Provide low-barrier, compassionate, and non-judgmental shelter and respite to individuals experiencing homelessness; assistance to rapidly secure and obtain permanent housing.

- **Shelters:** Insight Housing will exclusively accept referrals for unhoused single men and women living in Emeryville, Berkeley, and Albany on the Crisis Queue and referred through the North County Housing Resource Center (HRC).
- **Respite:** Interim Congregate Housing: Insight Housing will exclusively accept referrals of unhoused single men and women on the Crisis/Housing Queue and referred through the North County HRC in coordination with the City of Berkeley.

Participation in Coordinated Entry:

Shelters: Insight Housing will place available MHP and WOS beds to the Shelter Open Unit Report Monday-Friday by 9 a.m. It will work closely with the North County HRC to receive referrals from the North County Crisis Queue.

1654 5th Street and 1747 Russell Street - Insight Housing will exclusively accept referrals of unhoused single men and women who are on the Crisis/Housing Queue and referred through the North County HRC in coordination with the City of Berkeley and Insight Housing.

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

- **Men's Housing Program**
- **Berkeley Respite Program**
- **Women's Overnight Shelter**

Men's Housing Program

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	64 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Berkeley Respite Program

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	16 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least 80% of participants in accessing mainstream benefits.	HMIS

	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Women's Overnight Shelter

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	64 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;

- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
 - Generate and extract "Annual Performance Reports (APRs)" from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
 - APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
 - APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
 - APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a 'data lead').
- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS "Annual Performance Report (APR)" report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County's HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
 - APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and

staff can be trained to use it. The Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including: Exhibit B1
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
 - Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	10/15/2023
Q2 10/01/2023 - 12/31/2023	01/15/2024
Q3 01/01/2024 - 03/31/2024	04/15/2024
Q4 04/01/2024 - 06/30/2024	07/15/2024

Program Monitoring:

- The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with The City of Livermore and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide participants' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the Alameda County Shelter Standards Section A.36, may be used as a basis for discharge from a shelter facility:

- Possession of a weapon at the facility
- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other participants. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a health care provider for treatment as soon as possible. Precautions should be taken to avoid spreading as feasible. Noncompliance with treatment or containment measures that endangers other participants may be cause for discharge.
- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that shelter and respite staff actively attempted to engage the participants in services designed to support an exit to stable permanent housing with consideration given to each participants barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the shelter and respite programs that shall comply with any Alameda County Coordinated Entry System grievance policy guidelines. While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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.

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- 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 B1
TERMS AND CONDITIONS FOR PAYMENT

Unless expressly modified by this Exhibit B1, all of the terms and conditions of the Exhibit B will remain in full force and effect

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractors' expenditures shall be in accordance with the chart set forth below.

Category	Initial Contract Amount (10/01/2022 – 06/30/2023)	Amendment Amount (07/01/2023 – 06/30/2024)	Updated Budget
Insight Housing Women's Overnight Shelter-WOS Operations	\$487,925	\$517,897	\$1,005,822
Insight Housing Men's Housing Program-MHP Operations	\$281,075	\$180,257	\$461,332
Insight Housing – Respite Program	\$735,505	\$274,794	\$1,010,299
TOTAL	\$1,504,505	\$972,948	\$2,477,453

- HHAP allowable funds are limited to:
 - **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
- Funding Sources:

Original Contract	
HHAP Round 1, 2	\$1,504,505
Amendment #1	
HHAP Round 3	\$929,955
HHAP Round 4	\$42,993
Total	\$2,477,453

Terms and Conditions of Payment:

- A. The funding amount under the terms of this Exhibit B1 for services provided under Exhibit A1 is \$972,948 and the total amount of reimbursement shall not exceed the total dollar awarded (\$2,477,453) under the terms of this Agreement. Funds shall be used solely in support of the program budget above.
- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:
- Contractor must be a community-based, private, nonprofit organization.
 - Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely

- manner.
- iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred. 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 **August 1, 2024**.
- C. All invoices must be accompanied by reports described in Exhibit A1 upon contract execution.
- D. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

- Purchase Order (PO) number
- invoice date
- invoice number
- service period
- contract balance
- actual expenditures (which may not exceed the budget in Exhibit B1)
- invoice total amount
- accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A1

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

Phonethip Hill: PHill@acgov.org

CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports 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 subcontracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- B. Contractor shall ensure that all subcontracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.
- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

BERKFOO-01

BROMI1

DATE (MM/DD/YYYY)
7/6/2023

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

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

PRODUCER License # 0F89850 G2 Insurance Services 1277 Treat Blvd, Suite 400 Walnut Creek, CA 94597	CONTACT NAME PHONE (A/C, No, Ext): (415) 426-6600 FAX (A/C, No): (415) 426-6601 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Company of NY 22136 INSURER B: Great American Alliance Insurance Company 26832 INSURER C: Republic Indemnity Company of California 43753 INSURER D: INSURER E: INSURER F:
INSURED Insight Housing 3225 Adeline Street Berkeley, CA 94703	NAIC # INSURER A: Great American Insurance Company of NY 22136 INSURER B: Great American Alliance Insurance Company 26832 INSURER C: Republic Indemnity Company of California 43753 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		MAC368677103	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" 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			CAPE61851203	7/1/2023	7/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB368677203	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	18672511	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			MAC368677103	7/1/2023	7/1/2024	\$3,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Procurement #902012 / Master Contract #24573
 The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives are additional insured where required by written contract.

CERTIFICATE HOLDER Alameda County Health Services Agency 1000 San Leandro Blvd. #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
--	--



Administrative Offices
201 E 4th Street
Cincinnati OH 45202-4201
513 260 6000 ph

CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
 - (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;
- but the written or oral contract or agreement must be an "insured contract," and,
- (i) currently in effect or become effective during the term of this Policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:
 - a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
 - b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
 - c. the Additional Insureds financial control of you; or
 - d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.

- 2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
- 3. 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:

- a. required by the contract or agreement; or
- b. 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.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. Primary Insurance:

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

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in SECTION III - LIMITS OF INSURANCE of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 8. Transfer of Rights of Recovery Against Others to Us:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. Insuring Agreement of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. Exclusions of SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, SECTION III - LIMITS OF INSURANCE is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of SECTION III - LIMITS OF INSURANCE.

EXHIBIT D1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Insight Housing

PRINCIPAL: Calleene Egan TITLE: Executive Director

SIGNATURE:  DATE: 10/19/2023

21-0354(2)

Master Contract No. 902012
Procurement Contract No. 22861

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and City of Fremont, on behalf of its Human Services Department ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 22861, dated as of July 1, 2021, amended by the First Amendment to Agreement executed on August 9, 2022 (referred collectively to herein as the "Contract" or "Agreement") pursuant to which Contractor provides housing supportive services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed one million, three hundred fourteen thousand, seven hundred thirteen dollars (\$1,314,713). As a result of these additional services the not to exceed amount has increased from eight hundred seventeen thousand, eight hundred nineteen dollars (\$817,819) to two million, one hundred thirty-two thousand, five hundred thirty-two dollars (\$2,132,532) over the term of the Agreement and any amendments.
4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B, Exhibit B1, Exhibit B1-1, and Exhibit B2-1 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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

Master Contract No. 902012
Procurement Contract No. 22861

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, Exhibit B1, Exhibit B1-1, and Exhibit B2-1 hereto, provided that the maximum amount payable to Contractor for their Housing Supportive Services shall not exceed \$2,132,532 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. Exhibit A2, Program Description and Performance Requirements, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
7. Exhibit B2-1, Terms and Conditions for Payment, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
8. Attached hereto is Exhibit D2, a current Debarment and Suspension Certificate executed by Contractor.
9. Attached hereto is Exhibit F, The Iran Contracting Act (ICA) of 2010, is incorporated into this Agreement by this reference.
10. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. 902012
Procurement Contract No. 22861

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement as of the day and year this Second Amendment is executed by the County.

COUNTY OF ALAMEDA

CITY OF ALAMEDA, on behalf of its HUMAN SERVICES DEPARTMENT

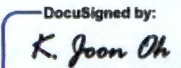
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Signature
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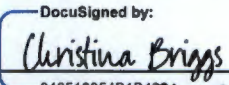
Name: Colleen Chawla
(Printed)

Title: Director, Health Care Services Agency

Date: 11/20/2023

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

By: 
K. Joon Oh
Deputy County Counsel
DocuSigned by:
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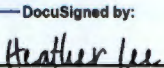
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Name: Christina Briggs
(Printed)

Title: Assistant City Manager

Date: 10/18/2023 | 11:22 AM PDT

Approved as to Form:

By: 
Heather Lee,
Senior Deputy City Attorney II
City of Fremont
DocuSigned by:
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By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

Master Contract No. 902012
Procurement Contract No. 22861

EXHIBIT A2
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of Fremont, Human Services Department

Subcontractor Name: Bay Area Community Services (BACS)

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

Original Contract Period: 7/01/2021 – 6/30/2022

Original Amount: \$397,903

First Amendment Term: 7/01/2022 – 6/30/2023 (extension of 12 months)

First Amendment Amount: \$817,819 (\$419,916 increase amount)

Second Amendment Term: 7/01/2023 – 6/30/2024 (extension of 12 months)

Second Amendment Amount: \$2,132,532 (\$1,314,713 increase amount)

The City of Fremont shall utilize HHAP funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregate shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A2 – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Name and Location:

Fremont Housing Navigation Center (HNC) Fremont City Hall 3300 Capitol Avenue Fremont, Ca 94538

Contracted Services:

The **Fremont Housing Navigation Center** is a congregate interim housing program serving unsheltered adults with intensive housing case management and additional program linkages. The program capacity is 45 beds and

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services are provided by Bay Area Community Services (BACS).

On-site service amenities will include showers, bathrooms, laundry facilities, and storage containers, and include 24-hour staff supervision. Individuals will receive support towards exiting to secure, long-term housing. The County's Coordinated Entry System (CES) will be utilized to prioritize, identify, and match individuals to the HNC. Of the total capacity of 45 beds at the HNC, 10 will be prioritized and filled through CES. HHAP funded programs will utilize the Homeless Management Information System to track demographic data and program outcomes.

SERVICES TO BE PROVIDED:

The City of Fremont agrees to provide the following service components within the HNC, as operated by City of Fremont's subcontractor Bay Area Community Services (BACS):

Respite Services

- Operate a 45-bed, low-barrier, housing-focused homeless shelter program at a temporary location adjacent to Fremont City Hall, 3300 Capitol Avenue.
- Provide access 24-hours a day, seven days a week, with no shelter curfews for those clients referred and active with the program. BACS is not required to hold beds for longer than 72 hours. If a participant is absent from their bed for 72 hours without appropriate notification of staff regarding absence, the participant may be discharged.
- Provide at least 1 meal a day for each participant, in accordance with available food preparation facilities at the program site. If community volunteers or organizations reach out to provide additional meal, BACS will work in good faith to accommodate additional volunteer meal feeding opportunities if it does not compromise the integrity of the HNC operation.
- Provide storage for personal belongings of each shelter participant with secure and controlled access on the program site.
- Provide and maintain hygiene services on site including toilets, showers, and laundry. Maintenance of hygiene facilities is detailed in the Lease Agreement between the City and BACS. BACS will also provide storage on site for personal belongings of the participants.
- Provide accommodations for pets and other service animals for each participant, such as portable kennels. BACS will ensure participants take adequate care of pets and service animals, including cleaning up pet waste and maintaining pet relief areas.
- Allow flexible sleeping accommodations for couples wherever possible, insofar as such accommodations do not pose a disruption to the overall community.

Sustained Outreach Services:

- Outreach to engage unsheltered, literally homeless persons residing in Fremont for Coordinated Entry assessments, housing problem solving, connection to temporary or permanent housing, and connection to other resources to help them end their homelessness.
 - o BACS will utilize Peer Outreach Specialists, who have lived experience. Peer staff will visit homeless community members in encampments, on the streets, in hospitals or other institutions, parks, and anywhere else necessary—meeting partners 'where they are at.'
 - o BACS will equip peer staff with a variety of items that can benefit homeless individuals, including transportation tickets, condoms/hygiene items, pet food, and gift certificates to get a hot meal. Peer staff will utilize these items to support conversations and beginning to build trust and consistency.
 - o If an individual does not engage with services, BACS' peer staff will gently persist, building the trust necessary for individuals to decide to enroll in services.

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- Identify and engage potential participants for vacant Navigation Center beds and assist with referral and warm handoff of those participants to the program.
- Initial placements into the Navigation Center will be made by making beds available to appropriate homeless residents living on the street or in encampments specified by City staff. For any vacancies thereafter, residents will be placed either through city referral or through the Coordinated Entry System By-Name list. All residents will be provided a Coordinated Entry Assessment and will be entered into the Homeless Management Information System.
- Link participants with interim or bridge housing resources as desired and available and for which the client is eligible.
- Regularly collaborate with the City of Fremont staff in planning responses to and performing outreach to encampments that violate City ordinances and/or have been identified for removal or cleaning.
 - o Attend regular meetings with City staff to perform assessments of encampments and their residents, and plan outreach and resolution activities.
 - o The focus of this outreach is to link encampment residents, wherever possible, to Navigation Center bed vacancies, housing problem-solving, or other community referrals in advance of an encampment enforcement
 - o In no way shall this provision be construed to require, at any point, BACS' participation in the actual enforcement of said ordinances or the actual removal/cleaning of encampments.

Maintain an unwavering commitment to nonjudgmental compassion and support for those living without shelter; maintain a commitment to client choice.

Navigation Services:

- Provide intensive housing search assistance to each participant residing at the HNC, including but not limited to:
 - o Assistance in applying for affordable housing lists
 - o Assistance with enrollment in any rapid rehousing or permanent supportive housing opportunities to which participants may be matched through the Alameda County Coordinated Entry System
 - o Advocacy on behalf of participants
 - o Identification of roommates for shared housing opportunities
 - o Exploring relocation to other communities and/or reunification with family in accordance with client choice
 - o Provide ongoing and consistent outreach to local apartment owners and the Southern Alameda County Apartment Owners Association to encourage the rental of units to HNC participants.
 - o Work with Alameda County Housing Authority to support efforts to provide Section 8 and other voucher opportunities to HNC participants.
- Provide one-time or short-term housing financial assistance using Flexible Funds (see below). Funding for flexible funds are not provided within this contract.
- Provide assistance with income improvements through the provision of services that will include, but not be limited to:
 - o Linkages to employment and job-placement resources
 - o Linkages to/assistance with applications to cash and non-cash benefits (including, when necessary for housing stability, MediCal, CalFresh, SSI, SSDI and in-home supportive service benefits)
- Assist the client in obtaining and providing documentation for rapid rehousing, permanent supportive housing, and/or other subsidized or permanent housing opportunities for which the client is eligible.
- Provide up to 6 months of transitional case management, and up to 9 months of financial support to

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participants who have been housed and are receiving subsidy assistance through the Flexible Funds. Transitional case management shall include, but not be limited to:

- o Reviewing key elements of rental agreement and expectation with participant to ensure understanding
- o Establishing utilities for the housing unit/applying for low-income assistance utility programs
- o Working with participants on ensuring rents are paid on time
- o Developing a housing crisis response plan outlining plans if challenges arise that may jeopardize housing stability
- o Planning for self-sufficiency after assistance ends
- Plan for warm handoffs to Alameda County tenancy sustaining services case managers wherever necessary.
- Maintain a case management ratio of no greater than 15 participants per 1 FTE housing navigator.
- Believe that every participant is housing-ready and maintain unwavering commitment to creatively ending homelessness; maintain a commitment to client choice.

HHAP Funds will be used for a percentage of staffing for the fiscal year	15.88%
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Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist literally homeless individuals to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer Numbers Served: Captures numbers of individuals served by various sub-population breakdowns.
 - c. Outcomes: Captures changes in homeless status Annual Performance Report (all, veterans, youth)
 - d. Supplemental: Captures changes in homeless status annual Performance Report (CH, race, ethnicity, gender)

The Target Population:

This project will provide low-barrier, compassionate, and non-judgmental shelter and case management to adults experiencing homelessness who reside, or are connected to the cities of Fremont, Newark and Union City. Operations of the Fremont Housing Navigation Center will support local Coordinated Entry and performance outcomes.

Program Outcomes:

Contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

- **Fremont Housing Navigation Center**

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Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 50 unduplicated individuals, during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least of 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;
 - Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
 - Generate and extract “Annual Performance Reports (APRs)” from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
 - APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
 - APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
 - APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a ‘data lead’).

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- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS "Annual Performance Report (APR)" report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County's HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
 - APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and staff can be trained to use it. Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including:
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
- Numbers reported should be persons served by the entire project regardless of how much of the project

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was funded by HHAP.

- Reports as demonstrated in Exhibit B2-1

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	10/15/2023
Q2 10/01/2023 - 12/31/2023	01/15/2024
Q3 01/01/2024 - 03/31/2024	04/15/2024
Q4 04/01/2024 - 06/30/2024	07/15/2024

Program Monitoring:

- The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with Contractor and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide clients' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the [Alameda County Shelter Standards](#) (updated April 2022), may be used as a basis for discharge from the shelter facility:

- Possession of a weapon at the facility
- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other residents. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a

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health care provider for treatment as soon as possible. Precautions should be taken to avoid spread as feasible. Noncompliance with treatment or containment measures that endangers other residents may be cause for discharge.

- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that HNC staff actively attempted to engage the resident in services designed to support an exit to stable permanent housing with consideration given to each resident's barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the HNC that shall comport with any Alameda County Coordinated Entry System grievance policy guidelines.

While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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.

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EXHIBIT B2-1
TERMS AND CONDITIONS FOR PAYMENT

Unless expressly modified by this Exhibit B2-1, all of the terms and conditions of the Exhibit B, Exhibit B1, and Exhibit B1-1 are and remain in full force and effect

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractors' expenditures shall be in accordance with the chart set forth below.

Fremont Housing Navigation Center

Category	Initial Contract Amount (7/01/2021 – 06/30/2022)	First Amendment Amount (7/01/2022 – 6/30/2023)	Second Amendment Amount (7/01/2023 – 06/30/2024)	Updated Budget
<ul style="list-style-type: none"> • Outreach Engagement and Benefits Enrollment, • Health and Supportive Services (Personnel/Staffing (15.45)) 	\$293,253.41	\$285,282	\$855,846	\$1,434,381.41
<ul style="list-style-type: none"> • Housing and Property Related Services (Rental Assistance, Meals, Maintenance, Insurance, Utilities, Furniture, Supplies) 	\$104,649.59	\$82,183	\$246,549	\$433,381.59
<ul style="list-style-type: none"> • Administrative Overhead Costs 		\$52,451	\$212,318	\$264,769
TOTAL	\$397,903	\$419,916	\$1,314,713	\$2,132,532

- HHAP allowable funds are limited to:
 - **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

• **Funding Sources**

Original Contract	
HHAP Round 1,2	\$397,903
Amendment #1	
HHAP Round 1,2	\$419,916
Amendment #2	
HHAP Round 3	\$830,923
HHAP Round 4	\$483,790
Total	\$2,132,532

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Terms and Conditions of Payment:

- A. The funding amount under the terms of this Exhibit B2-1 for services provided under Exhibit A2 is \$1,314,713 and the total amount of reimbursement shall not exceed the total dollar awarded (\$2,132,532) under the terms of this Agreement. Funds shall be used solely in support of the program budget, as set forth in Exhibit B2-1.
- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:
- i. Contractor must be a community-based, private, nonprofit organization.
 - ii. Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
 - iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred.
- C. 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 **August 1, 2024**.
- D. Budgets amounts may vary between line items only with HCSA written consent. Funds shall be used solely in support of the project's program budget.
- E. All invoices must be accompanied by reports described in Exhibit A2 upon contract execution.
- F. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

- A. Invoices must include:
- Purchase Order (PO) number
 - invoice date
 - invoice number
 - service period
 - contract balance
 - actual expenditures (which may not exceed the budget in Exhibit B2-1)
 - invoice total amount
 - accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A2

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

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Phonethip Hill: Phill@acgov.org
CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports 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 subcontracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of

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payments to the third-party.

- B. Contractor shall ensure that all subcontracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.
- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

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EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability, Products and Completed Operations; Contractual Liability, Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

Master Contract No. 902012
Procurement Contract No. 22861

D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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Master Contract No. 902012
Procurement Contract No. 22861



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

CERTIFICATE OF COVERAGE

CERTIFICATE HOLDER
AND ADDITIONAL COVERED PARTY:

County of Alameda, its board of supervisors, the individual members thereof,
and all county officers, agents, employees and representatives

HEALTH CARE SERVICES AGENCY
1404 FRANKLIN STREET, SUITE 300
OAKLAND, CA. 94612

THIS CERTIFIES THAT THE COVERAGE
DESCRIBED HEREIN HAS BEEN ISSUED TO: City of Fremont

DESCRIPTION OF ACTIVITY: INCLUDES PROFESSIONAL LIABILITY ERRORS AND OMISSIONS

The coverage includes General Liability, Automobile, and Professional Liability
Procurement 22861 for the navigation center, Master Contract 902012

DATE(S) OF ACTIVITY: July 1, 2023 - June 30, 2024

LOCATION OF ACTIVITY: Fremont, CA.

ENTITY PROVIDING COVERAGE	COVERAGE LIMITS	CERTIFICATE EXPIRATION DATE
City of Fremont	\$1,000,000.00	June 30, 2024

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: comprehensive general and automobile liability as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section 11, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

JULY 7, 2023

DATE

AUTHORIZED SIGNATURE


Steven E. Schwarz, CSP Risk Manager

NAME AND TITLE (print or type)

Form B1

3201 Doolan Road • Suite 285 • Livermore, CA 94551 • (925) 837-0667 • FAX (925) 290-1543

Master Contract No. 902012
Procurement Contract No. 22861

CERTIFICATE NO. WC-813		CERTIFICATE OF COVERAGE		ISSUE DATE 06/29/2023	
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 750-0271 / FAX (949) 899-0001 LICENSE #0C36861			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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
			IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
			COVERAGE AFFORDED BY: A - See attached schedule of insurers		
			COVERAGE AFFORDED BY: B		
Member: CITY OF FREMONT ATTN: STEVEN SCHWARZ RISK MANAGER P.O. BOX 5008 FREMONT, CA 94537			COVERAGE AFFORDED BY: C		
			COVERAGE AFFORDED BY: D		
			COVERAGE AFFORDED BY: D		
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$500,000 Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR SERVICES THROUGH YOUTH AND FAMILY SERVICES HEALTHY CHOICES.					
Certificate Holder ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY ATTN: J. NGUYEN 1000 SAN LEANDRO BOULEVARD, SUITE 300 SAN LEANDRO, CA 94577			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management		

Master Contract No. 902012
Procurement Contract No. 22861

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2023/2024 SCHEDULE OF INSURERS
CITY OF FREMONT**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 23 EWC-110	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention) Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-013	Statutory each accident/each employee for disease excess of \$50,000,000

Master Contract No. 902012
Procurement Contract No. 22861

EXHIBIT D2

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

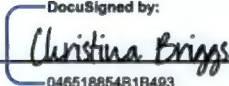
Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Fremont, on behalf of its Human Services Department

PRINCIPAL: Christina Briggs TITLE: Assistant City Manager

SIGNATURE:  DATE: 10/18/2023 | 11:22 AM PDT
04651885481B493...

Master Contract No. 902012
Procurement Contract No. 22861

EXHIBIT F

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: _____

CONTRACTOR: City of Fremont, on behalf of its Human Services Department

PRINCIPAL: Christina Briggs TITLE: Assistant City Manager

SIGNATURE:  DATE: 10/18/2023 | 11:22 AM PDT

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and City of Hayward, on behalf of its Office of City Manager ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 22858, dated as of July 1, 2021, amended by the First Amendment to Agreement executed on July 28, 2022 (referred collectively to herein as the "Contract" or "Agreement") pursuant to which Contractor provides housing supportive services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed four hundred eighty-seven thousand, nine hundred eighty-one dollars (\$487,981). As a result of these additional services the not to exceed amount has increased from five hundred eighty-nine thousand, three hundred ninety-four dollars (\$589,394) to one million, seventy-seven thousand, three hundred seventy-five dollars (1,077,375) over the term of the Agreement and any amendments.
4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B, Exhibit B1, and Exhibit B2-2 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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,

Master Contract No. 902012
Procurement Contract No. 22858

termination or abandonment. Said payment shall be computed in accordance with Exhibit B, Exhibit B1 and Exhibit B2-2 hereto, provided that the maximum amount payable to Contractor for their Housing Supportive Services shall not exceed \$1,077,375 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

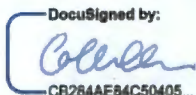
6. Exhibit A2, Program Description and Performance Requirements, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
7. Exhibit B2-2, Terms and Conditions for Payment, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
8. Attached hereto is Exhibit D2, a current Debarment and Suspension Certificate executed by Contractor.
9. Attached hereto is Exhibit G, The Iran Contracting Act (ICA) of 2010, is incorporated into this Agreement by this reference.
10. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. 902012
Procurement Contract No. 22858

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement as of the day and year this Second Amendment is executed by the County.

COUNTY OF ALAMEDA

CITY OF HAYWARD, on behalf of its OFFICE OF
THE CITY MANAGER

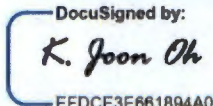
By: 
Signature

Name: Colleen Chawla
(Printed)

Title: Director, Health Care Services Agency

Date: 11/20/2023

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

By: 
K. Joon Oh
Deputy County Counsel

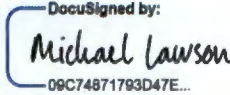
By: 
Signature

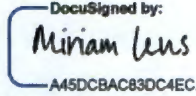
Name: Kelly McAdoo
(Printed)

Title: City Manager, City of Hayward

Date: 11/2/2023

Approved as to Form:

By: 
Michael Lawson, City Attorney

Attest: 
Miriam Lens, City Clerk

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

EXHIBIT A2
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of Hayward, Office of the City Manager

Subcontractor Name: Bay Area Community Services (BACS)

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

Original Contract Period: 7/01/2021 – 6/30/2022

Original Amount: \$589,394

First Amendment Term: 7/01/2022 – 6/30/2023 (extension of 12 months)

First Amendment Amount: \$589,394 (no increase)

Second Amendment Term: 7/01/2023 – 6/30/2024 (extension of 12 months)

Second Amendment Amount: \$1,077,375 (\$487,981 increase amount)

The City of Hayward shall utilize Homeless Housing, Assistance and Prevention (HHAP) funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregate shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A2 – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Names and Locations:

Hayward Navigation Center (HNC)
3788 Depot Road Hayward, CA 94545

Contracted Services:

The **Hayward Navigation Center (HNC)**, opened in November 2019, provides housing for up to six months for up to 60 individuals at a time. The program focuses on navigating clients into permanent housing within six months. On-site housing navigators aid residents with an emphasis on housing problem solving. 27% of the operating budget provides flex funds to residents, as well as to literally homeless individuals who can be rapidly rehoused and bypass admittance to the Center. Staff provide up to six months of transitional case management and up to nine months of financial support to clients who have been housed to help support their success in permanent housing.

The City of Hayward and its subcontractor, Bay Area Community Services (BACS), operate the HNC to provide housing and respite for literally homeless individuals. The County's Coordinated Entry System (CES) will be utilized to prioritize, identify, and match individuals to the HNC. The total capacity at the HNC is 60 beds. Over the course of the contract period, a total of 16 beds will be filled through CES.

Contractor and its subcontractors, as the operator of the HNC, will provide four principal service components, as well as additional supportive activities:

- Respite services through the operation of a low-barrier shelter program.
- Sustained outreach services to people living in homeless encampments in Hayward, including housing problem-solving activities.
- Housing navigation to each person residing in HNC bed ("guest") that focuses on placement into permanent housing.
- Support of housing navigation and housing problem-solving activities, in accordance with the terms of service.

Respite services:

- Operate a 60-bed, low-barrier, housing-focused homeless shelter program on Contractor property at 3788 Depot Road.
- Provide access 24-hours a day, seven days a week, with no shelter curfews for those clients referred and active with the program. Contractor is not required to hold beds for longer than 72 hours. If a participant is absent from their bed for 72 hours without appropriate notification of staff regarding absence, the participant may be discharged.
- Provide at least one meal a day for each participant, in accordance with available food preparation facilities at the program site. If community volunteers or organizations reach out to provide additional meals, Contractor will work in good faith to accommodate additional volunteer distribution activities if it does not compromise the integrity of the HNC operation.
- Provide storage for personal belongings of each shelter participant with secure and controlled access on the program site.
- Provide and maintain hygiene services on site including toilets, showers, and laundry.
- Provide storage on site for personal belongings of the participants.
- Provide accommodations for pets and other service animals for each participant, such as portable kennels. Contractor will ensure participants take adequate care of pets and service animals, including cleaning up pet waste and maintaining pet relief areas.
- Allow flexible sleeping accommodations for couples wherever possible, in so far as such accommodations do not pose a disruption to the overall community.

Navigation services:

Provide intensive housing search assistance to each participant residing at the HNC, including but not limited to:

- Assistance in applying for affordable housing lists.
- Assistance with enrollment in any rapid rehousing or permanent supportive housing opportunities to which participants may be matched through the Alameda County Coordinated Entry System.
- Advocacy on behalf of participants.
- Identification of roommates for shared housing opportunities.
- Exploring relocation to other communities and/or reunification with family in accordance with client choice.
- Provide ongoing and consistent outreach to local apartment owners and the Southern Alameda County Apartment Owners Association to encourage the rental of units to HNC participants.
- Work with Alameda County Housing Authority to support efforts to provide Section 8 and other voucher opportunities to HNC participants.
- Provide one-time or short-term housing financial assistance using Flexible Funds (Flexible Funds are provided by the City of Hayward, outside of this contract.)
- Assistance with income improvements through the provision of services that will include, but not be limited to:
 - Linkages to employment and job-placement resources
 - Linkages to/assistance with applications to cash and non-cash benefits (including, when necessary for housing stability, Medi-Cal, CalFresh, SSI, SSDI and in-home supportive service benefits)
- Assist the client in obtaining and providing documentation for rapid, permanent supportive housing, and/or other subsidized or permanent housing opportunities for which the client is eligible.
- Provide up to 6 months of transitional case management, and up to 9 months of financial support to participants who have been housed and are receiving subsidy assistance through the Flexible Funds. Transitional case management shall include, but not be limited to:
 - Reviewing key elements of rental agreement and expectation with participant to ensure understanding
 - Establishing utilities for the housing unit/applying for low-income assistance utility programs
 - Working with participants on ensuring rents are paid on time
 - Developing a housing crisis response plan outlining plans if challenges arise that may jeopardize housing stability
- Planning for self-sufficiency after assistance ends
- Plan for warm handoffs to Alameda County tenancy sustaining services case managers, when client moves to permanent housing referred through the Coordinated Entry System.
- Maintain a case management ratio of no greater than 15 participants per 1 FTE housing navigator.
- Believe that every participant is housing-ready and maintain unwavering commitment to creatively ending homelessness; maintain a commitment to client choice.

Flexible Funds Administration:

Support clients at the HNC in overcoming barriers to housing and in moving into housing. Contractor shall be granted the discretion to determine eligible activities for funding but should be able to defend why expenditure choices are necessary for ending a client's homelessness. HHAP funds will not be used for flexible funds.

Participation in 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 System (CES) process and all assessment and service referral/matching processes this entails on behalf of its guests. Participation in CES means:

- Notifying the relevant CE entity (Home Stretch, regional HRC or other designated entity) when vacancies occur or are expected in all participating programs.
- Filling 16 HNC beds with referrals made by the designated CE entity.
- Accepting all referrals made according to the adopted CE policies that meet the established and approved criteria for the program.
- Providing explicit and timely rationale for the rejection of any and all referrals.
- 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.
- Meeting timeliness standards for the posting, accepting, and/or rejecting of referrals.
- Communicating in a timely fashion with the CE entity and any other parties regarding the processing of specific referrals and the overall process.
- Participate in regional and/or countywide meetings to plan, assess, revise or improve the CE process.
- Such other requirements as may be specified in the CE policies and procedures.

Site Management:

Provide staff oversight, janitorial service and maintenance coordination for the modular buildings, bathrooms/showers, laundry, storage pods, the dining/community room, and general grounds of the program site.

Implement bed bug/pest prevention protocols including, but not limited to:

- Prevention and sequestration protocols for participants who show signs of infestations at intake
- Regular (at least monthly) inspections of participant sleeping, community, and storage areas
- Ad hoc treatment, as needed, to eliminate any infestations

Notify County staff immediately should any of the following occur:

- Major security breaches (clients or visitors on-site without permission);
- Violence or credible threats against staff or other program guests;
- Overdose or major substance abuse complication;
- Presence of any vermin (bed bugs, rodents, etc.) or any suspected major communicable disease.

The County's goal in asking for immediate notification in such instances is to help reduce harm and negative impacts as much as possible, and not to initiate punitive action against the City or its subcontractors (unless evidence of gross negligence clearly warrants such action).

Site Security:

Maintain a safe and dignified site for participants and to remain committed to ensuring the safety of all clients, staff, and visitors by providing a safe, accessible, effective, and welcoming environment. Through new employee orientation and continuing education annually, Contractor will ensure worker and partner safety issues are addressed. These include, but are not limited to: general safety processes, specific job-related hazards, unsafe environmental factors, emergency procedures, evacuation procedures, security issues, identification/reporting of incidents, medication, physical risks, and managing hazardous materials and waste. All staff will also receive crisis de-escalation training, motivational interviewing training, assertive engagement training, harm reduction training, and strength-based case management training.

Site Amenities:

Operation of the HNC requires installation of interior furniture, equipment, and other items necessary to serve the HNC clients. Contractor will be responsible for the purchase, delivery, installation, and maintenance of interior furnishings, and any damage and repair that may be required.

Furnishings and responsibilities details are outlined in the Lease Agreement maintained by The City of Hayward.

Staff Role	Minimum FTE
Director of Program Operations	0.20
Program Manager	1.0
Housing Navigators	4.0
Outreach Coordinators	2.0
Property Manager	0.5
Peer Site Manager	10.0
Quality Improvement Administrator/Flex Funds Administrator	0.50
HHAP Funds will be used for a percentage of staffing for the fiscal year	44%

HHAP funds shall be used for operations and administration of the project. HHAP funds represent approximately 17% of overall HNC expenditures, per fiscal year.

Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist literally homeless individuals to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer
 - c. Numbers Served: Captures numbers of individuals served by various sub-population breakdowns.

Target Population:

The HNC will provide low-barrier, compassionate, and non-judgmental shelter and case management to individuals experiencing homelessness; assistance to rapidly secure and obtain permanent housing.

HNC supports literally homeless adults without custody of minor children (defined as individuals without fixed, regular and adequate nighttime residence). Operations of the HNC will support local Coordinated Entry and performance outcomes.

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

Hayward Navigation Center (HNC)

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 175 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the Navigation Center to the streets, unknown, or other destinations (# exits from Navigation Center to unstable situation/# enrolled consumers).	HMIS

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;
 - Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
 - Generate and extract "Annual Performance Reports (APRs)" from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
 - APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
 - APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and

- APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a 'data lead').
- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS "Annual Performance Report (APR)" report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County's HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
 - APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and staff can be trained to use it. Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including:
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
- Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.
- Reports as demonstrated in Exhibit B2-2

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	Due to the County on the 15 th of each month.
Q2 10/01/2023 - 12/31/2023	
Q3 01/01/2024 - 03/31/2024	
Q4 04/01/2024 - 06/30/2024	

Program Monitoring:

The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with Contractor and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide participants' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the [Alameda County Shelter Standards](#) (April 2022 update) Section A.36, may be used as a basis for discharge from the shelter. Only the following reasons may be used as a basis for discharge from a shelter facility:

- Possession of a weapon at the facility

- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other participants. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a health care provider for treatment as soon as possible. Precautions should be taken to avoid spread as feasible. Noncompliance with treatment or containment measures that endangers other participants may be cause for discharge.
- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that shelter and respite staff actively attempted to engage the participants in services designed to support an exit to stable permanent housing with consideration given to each participants barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the shelter and respite programs that shall comply with any Alameda County Coordinated Entry System grievance policy guidelines.

While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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 B2-2
TERMS AND CONDITIONS FOR PAYMENT

Unless expressly modified by this Exhibit B2-2, all of the terms and conditions of the Exhibit B and Exhibit B1 are and remain in full force and effect

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractors' expenditures shall be in accordance with the chart set forth below.

Category	Initial Contract Amount (07/01/2021 - 6/30/2022)	First Amendment Amount (07/01/2022 - 06/30/2023)	Second Amendment Amount (07/01/2023 - 06/30/2024)	Updated Budget
Personnel	\$350,618	<i>No cost extension</i>	\$296,525	\$647,146
Benefits	\$87,652		\$74,131	\$161,783
Subtotal:	\$438,270		\$370,656	\$808,929
Non-Personnel				
IT, Facilities, Operations	\$57,600		\$25,000	\$82,600
Meals	\$31,385		\$57,349	\$88,731
Utilities	\$1,600		\$390	\$1,990
Insurance	\$1,600		\$2,880	\$4,480
Indirect Costs @ 15%	\$58,939		\$31,706	\$90,645
Subtotal:	\$151,124		\$117,325	\$268,446
TOTAL	\$589,394		\$487,981	\$1,077,375

Hayward Housing Navigation Center

HHAP allowable funds are limited to:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

• Funding Sources

Original Contract	
HHAP Round 1, 2	\$589,394
Amendment #1	
HHAP Round 1, 2	\$589,394 (no increase)
Amendment #2	
HHAP Round 3	\$308,413
HHAP Round 4	\$179,568
Total	\$1,077,375

Terms and Conditions of Payment:

- A. The funding amount under the terms of this Exhibit B2-2 for services provided under Exhibit A2

is \$487,791 and the total amount of reimbursement shall not exceed the total dollar awarded (\$1,077,375) under the terms of this Agreement. Funds shall be used solely in support of the program budget, as set forth in Exhibit B2-2.

- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:
 - i. Contractor must be a community-based, private, nonprofit organization.
 - ii. Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
 - iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred.
- C. 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 **August 1, 2024**.
- D. Budgets amounts may vary between line items only with HCSA written consent. Funds shall be used solely in support of the project's program budget.
- E. All invoices must be accompanied by reports described in Exhibit A2 upon contract execution.
- F. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

- Purchase Order (PO) number
- invoice date
- invoice number
- service period
- contract balance
- actual expenditures (which may not exceed the budget in Exhibit B2-2)
- invoice total amount
- accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A2

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

Phonethip Hill: Phill@acgov.org

CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget

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

- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

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

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

- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.
- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability, Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none">1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self -insured retention may be satisfied by either the named insured or County.5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:<ul style="list-style-type: none">— Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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**CITY OF HAYWARD
CERTIFICATE OF SELF-INSURANCE**

CERTIFICATE HOLDER: County of Alameda
1404 Franklin Street, Suite 300
Oakland, CA 94612

DESCRIPTION OF ACTIVITY: As respects Procurement Contract #22858, Master Contract #902012, Grant Agreement with the State of California, Homeless Coordinating and Financing Council (HCFC) for the Homeless Housing, Assistance and Prevention (HHAP) Program authorized by AB 101 ("HHAP Grant Agreement"), which provides block grant funds to be used to address immediate homelessness challenges

DATE(S) OF COVERAGE: July 1, 2023 through June 30, 2024

CERTIFICATE ISSUER: Exclusive Risk Management Authority of California
CITY OF HAYWARD
777 B Street, 4th Floor
Hayward, CA 94541
510-583-4455


This is to certify that the City of Hayward is self-insured for the following coverages:

<u>Type of Coverage(s)</u>	<u>Self-Insured Limit(s)</u>
I. General Liability:	\$1,000,000 ea. occurrence CSL
II. Automobile Liability	\$1,000,000 ea. occurrence CSL
SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Hayward and its employees in conjunction with the referenced event: <ul style="list-style-type: none">County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives	
Should any of the above-described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Hayward will give 30 days' written notice to the named certificate holder.	
It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Hayward, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.	
Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.	

DATE ISSUED: July 25, 2023
CERTIFICATE EXPIRES: June 30, 2024, at 11:59 pm


AUTHORIZED SIGNATURE
RISK MANAGER

III CERT2 082287

CERTIFICATE NO.		ISSUE DATE			
WC-902	CERTIFICATE OF COVERAGE	08/29/2023			
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (919) 699-0901 LICENSE #0C36861		<small>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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER</small> <small>IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small> COVERAGE AFFORDED BY: A - See attached schedule of insurers			
Member: CITY OF HAYWARD ATTN: NARA KARIMOVA 777 B ST HAYWARD, CA 94541		COVERAGE AFFORDED BY: B			
		COVERAGE AFFORDED BY: C			
		COVERAGE AFFORDED BY: D			
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO. LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYER'S LIABILITY: Difference between \$5,000,000 and Member's \$500,000 Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE ONLY.					
Certificate Holder FOR THE PURPOSE OF EVIDENCE ONLY C/O ALAMEDA COUNTY PROBATION DEPARTMENT ATTN: DON BLEVINS 408 BROADWAY OAKLAND, CA 94607			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  Gina Dean Public Risk Innovation, Solutions, and Management		

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2023/2024 SCHEDULE OF INSURERS
CITY OF HAYWARD

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 23 EWC-135	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention) Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-013	Statutory each accident/each employee for disease excess of \$50,000,000

EXHIBIT D2

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Hayward, on behalf of its Office of the City Manager

PRINCIPAL: Kelly McAdoo TITLE: City Manager

SIGNATURE:  38D5F24F5EFE4F8... DATE: 11/2/2023

EXHIBIT G

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:

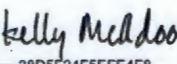
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy 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: _____

CONTRACTOR: City of Hayward, on behalf of its Office OF THE City Manager

PRINCIPAL: Kelly McAdoo TITLE: City Manager

DocuSigned by:

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SIGNATURE: _____ DATE: 11/2/2023

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and City of Livermore, ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 24822, dated as of October 1, 2022 (referred to herein as the "Agreement") pursuant to which Contractor provides Tri-Valley Shelter Programs - Operating Subsidies to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed four hundred thirty-nine thousand, four hundred twenty-six dollars (\$439,426). As a result of these additional services the not to exceed amount has increased from four hundred twenty-three thousand, ten dollars (\$423,010) to eight hundred sixty-two thousand, four hundred thirty-six dollars (\$862,436) over the term of the Agreement and any amendments.
4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B and Exhibit B1-1 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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 and Exhibit B1-1 hereto, provided that the maximum amount payable to

Master Contract No. 902012
Procurement Contract No. 24822

Contractor for their Tri-Valley Shelter Programs – Operating Subsidies shall not exceed \$862,436 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

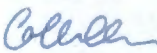
6. Exhibit A1, Program Description and Performance Requirements, is incorporated into this Agreement by this reference and effective as of July 1, 2023.
7. Exhibit B1-1, Terms and Conditions for Payment, is incorporated into this Agreement by this reference, and effective as of July 1, 2023.
8. Attached hereto is Exhibit D1, a current Debarment and Suspension Certificate executed by Contractor.
9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. 902012
Procurement Contract No. 24822

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year this First Amendment is executed by the County.

COUNTY OF ALAMEDA

CITY OF LIVERMORE

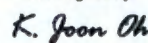
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By: _____
Signature

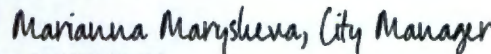
Name: Colleen Chawla
(Printed)

Title: Director, Health Care Services Agency

Date: 11/20/2023

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

DocuSigned by:

EFDCE3E661884A0...
By: _____
K. Joon Oh
Deputy County Counsel

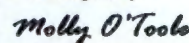
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By: _____
Signature

Name: Marianna Marysheva
(Printed)

Title: City Manager

Date: 11/14/2023

Approved as to Form: Molly O'Toole, Deputy
City Attorney

DocuSigned by:

699F6A0BA0BC47B...
By: _____
Molly O'Toole
Deputy City Attorney

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

EXHIBIT A1
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of Livermore

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

Original Term: 10/01/2022 – 6/30/2023
Original Amount: \$423,010

First Amendment Term: 07/01/2023 – 6/30/2024 (extension of 12 months)
First Amendment Amount: \$862,436 (increase of \$439,426 amount)

The City of Livermore shall utilize HHAP funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregate shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
- **Rapid rehousing**, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- **Permanent Housing** delivery of permanent housing and innovative housing solutions, such as hotel/motel conversions.

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A1 – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Names and Locations:

Vineyard 2.0 – 460 N. Livermore Ave., Livermore, CA. (Permanent Housing)
Vineyard 2.0 – Permanent and supportive housing located in Livermore, service the Tri-Valley and Alameda County residents who are homeless.

Tri-Valley Haven Homeless Services (Interim Housing) – Confidential Address

Tri-Valley Haven Homeless Services – Emergency Shelter located in Livermore, serving Dublin, Pleasanton, and Livermore and Alameda County women and children who are homeless.

City Serve – 3311 Pacific Ave., Livermore, CA. (Rapid Rehousing)

City Serve of the Tri-Valley – Assist with rental subsidies to fund application fees, deposits and rental costs to help secure housing and assist individuals and families in transitioning into permanent housing.

Contracted Services:

- A. **Vineyard 2.0** is a 23-unit site with 11 units of permanent supportive housing for households experiencing homelessness. Services include case management, homeless resource center, shower and laundry services, community kitchen, winter shelter, mailboxes, storage, and capacity to include pets. City of Livermore will subcontract with the Housing Consortium of the East Bay to operate the site. Referrals for units are facilitated through the County's Coordinated Entry System prioritization and processes. HHAP funding for this project will commence October 1, 2023.
- B. **Tri Valley Haven Homeless Services** funding will be used to purchase a multi-passenger vehicle (van) for the Tri-Valley Haven Homeless Shelter staff to transport homeless individuals and their children entering the Haven's Homeless Shelter, Sojourner House. The vehicle will also be used to transport clients to vital appointments. A staff vehicle is the safest and most efficient way to transport homeless clients in need to the shelter. City of Livermore will subcontract with Tri-Valley Haven.
- A. **City Serve Rental Assistance (Rapid Rehousing)** City Serve will provide direct deposits, rental assistance and/or any housing associated fees (applications, etc.) to securing housing for those currently experiencing homelessness to better support a seamless and timely transition into a permanent housing solution. Funding will support approximately 3 months of rental assistance per client and/or household. Referrals for units are facilitated through the County's Coordinated Entry System prioritization and processes. HHAP funding for this project will commence October 1, 2023.

HHAP funds shall be used for the operations and administration of the projects.

Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist literally homeless individuals to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer

Target Population:

HHAP funds will be utilized to support adults and children experiencing homelessness in Alameda County. Providing supportive services and shelter for individuals experiencing homelessness.

- **Tri-Valley Haven Homeless Services (Interim Housing):** The target population is homeless and indigent women and children. The clientele is primarily from the Tri-Valley Area and Alameda County. The Tri-

Valley Haven Domestic Violence Shelter will work with community services and utilize referrals through the South County/Tri-City Housing Resource Center.

- **City Serve (Rapid Rehousing):** Target population is homeless individuals located in the Tri-Valley. The project will serve seven (7) individuals/ households.
- **Vineyard 2.0 (Permanent Housing):** Target population is Tri-Valley homeless individuals. The clientele is primarily from the Tri-Valley area and Alameda County. Eleven referrals will be made through Coordinated Entry and the remaining twelve referrals will come from HUD-VASH and project-based vouchers.

Program Outcomes:

Contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

- **Vineyard 2.0**
- **Tri-Valley Haven Homeless Services**
- **City Serve Rental Assistance**

Vineyard 2.0

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 100 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least of 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Tri-Valley Haven Homeless Services

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 40 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least of 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

City Serve Rental Assistance

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 7 unduplicated individuals during contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least of 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;
 - Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
 - Generate and extract “Annual Performance Reports (APRs)” from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
 - APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
 - APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
 - APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a ‘data lead’).
- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS “Annual Performance Report (APR)” report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County’s HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
- APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.

- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and staff can be trained to use it. Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including:
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
- Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.
- Reports as demonstrated in Exhibit B1-1

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	10/15/2023
Q2 10/01/2023 - 12/31/2023	01/15/2024
Q3 01/01/2024 - 03/31/2024	04/15/2024
Q4 04/01/2024 - 06/30/2024	07/15/2024

Program Monitoring:

- The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with The City of Livermore and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide participants' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the [Alameda County Shelter Standards](#) (updated April 2022) Section A.36, may be used as a basis for discharge from shelter programs. Only the following reasons may be used as a basis for discharge from a shelter facility:

- Possession of a weapon at the facility
- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other participants. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a health care provider for treatment as soon as possible. Precautions should be taken to avoid spread as feasible. Noncompliance with treatment or containment measures that endangers other participants may be cause for discharge.
- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.

- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that shelter and respite staff actively attempted to engage the participants in services designed to support an exit to stable permanent housing with consideration given to each participants barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the shelter and respite programs that shall comport with any Alameda County Coordinated Entry System grievance policy guidelines. While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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 B1-1
TERMS AND CONDITIONS FOR PAYMENT**

Unless expressly modified by this Exhibit B1-1, all of the terms and conditions of the Exhibit B are and remain in full force and effect.

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractors' expenditures shall be in accordance with the chart set forth below.

Category	Initial Contract Amount (10/1/2022 – 6/30/2023)	First Amendment Amount (07/01/2023 – 06/30/2024)	Updated Budget
Goodness Village	\$108,460		\$108,460
Tri-Valley Haven Homeless Services (Shelter)	\$314,550	\$18,766	\$333,316
City Serve (Rapid Rehousing) <i>Funding available 10/1/2023 - 6/30/2024</i>			
Direct subsidy		\$17,670	
Admin		\$1,330	
Subtotal		\$19,000	\$19,000
Vineyard 2.0 (Perm Housing) <i>Funding available 10/1/2023 - 6/30/2024</i>			
Admin		\$15,500	
Management Fee		\$13,000	
Utilities		\$25,250	
Personnel (HRC Manager, Shelter Coordinator, Shelter Street Outreach)		\$289,760	
Maintenance		\$35,750	
Other Expenses (shower, laundry, phone/internet, etc.)		\$22,400	
		\$401,660	\$401,660
TOTAL	\$423,010	\$439,426	\$862,436

- HHAP allowable funds are limited to:
 - **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
 - **Rapid rehousing**, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
 - **Permanent Housing** delivery of permanent housing and innovative housing solutions, such as hotel/motel conversions.

• Funding Sources:

Original Contract	
HHAP Round 1, 2	\$423,010
Amendment #1	
HHAP Round 3	\$277,726
HHAP Round 4	\$161,700
Total	\$862,436

Terms and Conditions of Payment:

A. The funding amount under the terms of this Exhibit B1-1 for services provided under Exhibit A1 is \$439,426 and the total amount of reimbursement shall not exceed the total dollar awarded(\$862,436) under the terms of this Agreement. Funds shall be used solely in support of the program budget, as set forth in Exhibit B1-1.

a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:

- i. Contractor must be a community-based, private, nonprofit organization.
- ii. Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
- iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
- iv. The cash advance must be repaid in cash and include a recoupment plan.
- v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.

B. Contractor shall invoice the County not more than monthly for actual expenses incurred.

C. 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 **August 1, 2024**.

D. Budgets amounts may vary between line items only with HCSA written consent. Funds shall be used solely in support of the project's program budget.

E. All invoices must be accompanied by reports described in Exhibit A1 upon contract execution.

F. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

- Purchase Order (PO) number
- invoice date
- invoice number
- service period
- contract balance

- actual expenditures (which may not exceed the budget in Exhibit B1-1)
- invoice total amount
- accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A1

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

Phonethip Hill: Phill@acgov.org

CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports 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 subcontracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- B. Contractor shall ensure that all subcontracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.
- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



**CALIFORNIA JOINT POWERS
RISK MANAGEMENT AUTHORITY**

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

Certificate Holder and

Additional Covered Party:

County of Alameda, the Board of Supervisors, the individual members thereof,
and all County officers, agents, employees, volunteers, and representatives.
Health Care Services Agency, CC: CONTRACTSOHCC@ACGOV.ORG
1404 Franklin Street, Suite 300
Oakland, CA

This certifies that the coverage

Described herein has been issued to: City of Livermore

Description of Activity: City is receiving a grant from Alameda County for a Homeless Housing, Assistance and Prevention (HHAP) Program. (Standard Service Agreement dated October 1, 2022, Master Contract No. 902012, Amendment Procurement No.: 24822 Tri-Valley Shelter Programs-Operating Subsidies)

Date(s) of Activity: 07-01-2023 to 06-30-2024

Location of Activity: Livermore, CA 94551

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$1,250,000 excess of \$ 750,000	July 01, 2024

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

10-09-2023

Date


Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager
Name and Title (Print or type)

Certificate Number: FORM141572

Form C

3201 Doolan Road, Suite 285 • Livermore, CA 94551 • Phone (925) 837-0667 • FAX (925) 290-1543

Local Agency Workers' Compensation Excess Joint Powers Authority

**1750 Creekside Oaks Drive, Sacramento, CA 95833
916-244-1100**

Workers' Compensation Certificate of Coverage

Certificate Number: 76924554

Certificate Holder: County of Alameda
Healthcare Services Agency
1404 Franklin Street, Suite 300
Oakland, CA 94612

Covered Party: City of Livermore

Description of Covered Activity: As respects evidence of workers' compensation coverage for the City of Livermore regarding the First Amendment to Grant Agreement Master Contract No. 902012, Procurement Contract No. 24822 for the Homeless Housing, Assistance and Prevention (HHAP) Program to provide Tri-Valley Shelter Program - Operating Subsidies.

Memorandum of Coverage Number:	LAWCX 23.24	Effective Date:	7/1/2023	Expiration Date:	7/1/2024
	Limits: \$5,000,000 (per occurrence)				
	Excess of: \$500,000				
The Following Coverage is in effect:	Workers' Compensation coverage as defined in the Memorandum of Coverage on file with the covered party named above.				

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the LAWCX, which is available for your review upon request.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the Workers' Compensation Memorandum of Coverage.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 10/24/2023


Renewal: No **PRISM Certificate Issued:** Yes

Authorized Representative Signature:



CERTIFICATE NO.

ISSUE DATE

WC-5925		CERTIFICATE OF COVERAGE		10/24/2023	
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (919) 899-0901 LICENSE #0C36801			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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER		
Member: LOCAL AGENCY WORKERS' COMPENSATION EXCESS JOINT POWERS AUTHORITY: A CALIFORNIA PUBLIC AGENCY (LAWCX) MEMBER AGENCIES (AS ENDORSED) C/O JIM ELLEDGE 1750 CREEKSIDE OAKS DRIVE, SUITE 200 SACRAMENTO, CA 95833			IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
			COVERAGE AFFORDED BY: A - See attached schedule of insurers		
			COVERAGE AFFORDED BY: B		
			COVERAGE AFFORDED BY: C		
			COVERAGE AFFORDED BY: D		
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Difference between Statutory and Member's \$3,000,000 Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE BETWEEN CITY OF LIVERMORE AND ALAMEDA COUNTY FOR HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HAP) PROGRAM FOR HOMELESSNESS CHALLENGES-TRI-VALLEY SHELTER PROGRAM. (MASTER CONTRACT NUMBER 902012, PROCUREMENT CONTRACT NUMBER 24822)					
CITY OF LIVERMORE IS A MEMBER OF LOCAL AGENCY WORKERS' COMPENSATION EXCESS JOINT POWERS AUTHORITY: A CALIFORNIA PUBLIC AGENCY (LAWCX) MEMBER AGENCIES (AS ENDORSED)					
Certificate Holder ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY ATTN: KERRY ABBOTT 1404 FRANKLIN STREET, STE 300 OAKLAND, CA 94612			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management		

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2023/2024 SCHEDULE OF INSURERS**

**LOCAL AGENCY WORKERS' COMPENSATION EXCESS JOINT POWERS AUTHORITY: A
CALIFORNIA PUBLIC AGENCY (LAWCX) MEMBER AGENCIES (AS ENDORSED)**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management		Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-013	Statutory each accident/each employee for disease excess of \$50,000,000

EXHIBIT D1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.


☐ Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Livermore

PRINCIPAL: Marianna Marysheva TITLE: City Manager

SIGNATURE:  DATE: 11/14/2023

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and City of San Leandro, ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 24823, dated as of October 1, 2022 (referred to herein as the "Agreement") pursuant to which Contractor provides Mid-County Shelters - Operating Subsidies services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed five hundred twenty-four thousand dollars (\$524,000). As a result of these additional services the not to exceed amount has increased from five hundred thousand, ninety-one dollars (\$500,091) to one million, twenty-four thousand, ninety-one dollars (\$1,024,091) over the term of the Agreement and any amendments.

4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B and Exhibit B1-1 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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 and Exhibit B1-1 hereto, provided that the maximum amount payable to Contractor for their Mid-County Shelters - Operating Subsidies shall not exceed

Master Contract No. 902012
Procurement Contract No. 24823

\$1,024,091 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

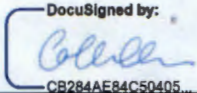
6. Exhibit A1, Program Description and Performance Requirements, is incorporated into this Agreement by this reference.
7. Exhibit B1-1, Terms and Conditions for Payment, is incorporated into this Agreement by this reference , amends and supersedes Exhibit B as of July 1, 2023.
8. Attached hereto is Exhibit D1, a current Debarment and Suspension Certificate executed by Contractor.
9. Attached hereto is Exhibit F, The Iran Contracting Act (ICA) of 2010, is incorporated into this Agreement by this reference.
10. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. 902012
Procurement Contract No. 24823

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year this First Amendment is executed by the County.

COUNTY OF ALAMEDA

CITY OF SAN LEANDRO

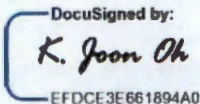
By: 
Signature

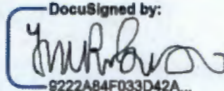
Name: Colleen Chawla
(Printed)

Title: Director, Health Care Services Agency

Date: 11/29/2023

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

By: 
K. Joon Oh
Deputy County Counsel

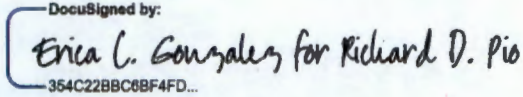
By: 
Signature

Name: Fran Robustelli
(Printed)

Title: City Manager

Date: 11/27/2023

Approved as to Form: Richard D. Pio Roda, City Attorney

By: 
Richard D. Pio Roda
City Attorney

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

EXHIBIT A1
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of San Leandro

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

Original Term: 10/01/2022 – 6/30/2023

Original Amount: \$500,091

First Amendment Term: 07/01/2023 – 6/30/2024 (extension of 12 months)

First Amendment Amount: \$1,024,091 (increase of \$524,000 amount)

The City of San Leandro shall utilize HHAP funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregate shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
- **Services Coordination** which may include access to workforce, education, training programs, or other services needed to promote housing stability in supportive housing

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Names and Locations:

San Leandro Shelter- (Interim Housing)
Saint Leanders Parish
501 Davis St.
San Leandro, CA 94577

Sister Me Home –(Interim Housing)

Site does not disclose location to ensure confidentiality
Central Office Location: 1840 Fairway Dr. San Leandro, CA 94577

San Leandro Cooling Center- (Cooling and Warming Center)
Church of Christ
601 MacArthur Blvd.
San Leandro, CA 94577

San Leandro Warming Center- (Cooling and Warming Center))
First United Methodist Church
1600 Bancroft Ave.
San Leandro, CA 94577

Contracted Services:

- A. **Interim Housing** will support the operations at two homeless shelters in San Leandro that provide one-on-one case management, including assistance to rapidly secure and obtain permanent housing. The City of San Leandro will subcontract with Building Futures to operate the sites.
- B. **Cooling and Warming Centers** will provide one winter warming and one summer cooling site for individuals experiencing homelessness, with indoor shelter on scheduled days in which inclement weather is anticipated (cold, heat and bad air quality). The City of San Leandro will subcontract with the Housing Consortium of the East Bay to operate the two sites.
- The Summer Cooling Center provides individuals experiencing homelessness with indoor shelter on high heat or poor air quality days (forecast of 90 degrees Fahrenheit or higher, or 201 Air Quality Index or higher) during the months in which high temperatures are anticipated. In addition, the Summer Cooling Center provides two meals per day, shower service, and access to support including referrals to resources, and housing navigation. The Cooling Center will serve a minimum of 35 unduplicated homeless individuals per week when open more than one day/week. The Cooling Center capacity is 25 guests per day.

HHAP funds shall be used for the operations and administration of the projects.

Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist literally homeless individuals to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments (one project for each site) for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer
 - Served: Captures numbers of individuals served by various sub-population breakdowns.
 - c. Outcomes: Captures changes in homeless status Annual Performance Report (all, veterans, youth)
 - d. Supplemental: Captures changes in homeless status annual Performance Report (CH, race, ethnicity, gender)

Target Population:

HHAP funds will be utilized to provide low-barrier, compassionate, and non-judgmental shelter and case management to individuals experiencing homelessness in Alameda County.

- **Shelters (Interim Housing):** will accept referrals for women and children experiencing homelessness in Alameda County on the Crisis Queue and referred through the Mid County Resource Center. The Sister

Me Home Domestic Violence Shelter serves women and children fleeing violent environments. The provider will work with community services and utilize CES to accept referrals.

- **Cooling and Warming Centers:** will provide individuals experiencing homelessness with indoor shelter on days in which inclement weather (high temperature, cold/rain, and bad air quality) is anticipated. In addition, the Centers will provide meals, and access to support including referrals to resources and housing navigation. Drop-ins will be welcomed and referrals accepted from non-profit organizations, public agencies, faith-based organizations, and Coordinated Entry.

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

- **San Leandro Shelter (Interim Housing)**
- **Cooling and Warming Center**

San Leandro Shelter

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	<ul style="list-style-type: none"> • Enrollment and Services • Provide unhoused individuals with a safe and supported environment • Guests will receive stabilization services 	<ul style="list-style-type: none"> • Serve a target of (30) unduplicated individuals at any point in time • Serve 100 women and children each year 	<ul style="list-style-type: none"> • HMIS Intake and Assessments
<i>Is Anyone Better Off?</i>	<ul style="list-style-type: none"> • Obtaining or maintaining mainstream benefits 	<ul style="list-style-type: none"> • At least of 80% of participants in accessing mainstream benefits. 	<ul style="list-style-type: none"> • HMIS
	<ul style="list-style-type: none"> • Maintenance of, or increases in income • Guests receive stabilization and supportive services necessary to become self-reliant, self-sufficient, and able to secure a more 	<ul style="list-style-type: none"> • At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/exit assessment. • 80% of participants will access mainstream 	<ul style="list-style-type: none"> • HMIS Intake and Assessments

	<p>permanent housing situation.</p> <ul style="list-style-type: none"> • Guests will receive support with housing navigation services with the goal of helping individuals move from the shelter to transitional and permanent housing. 	<p>benefits</p> <ul style="list-style-type: none"> • 75% of enrolled participants increase or maintain income • 30% of enrolled participants exiting to permanent housing 	
<i>How Well?</i>	<ul style="list-style-type: none"> • Prevent homelessness • Stabilize and transition to permanent housing and ongoing supportive services 	<ul style="list-style-type: none"> • Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers). • Target average length of participation in shelter is 180 days or less 	<ul style="list-style-type: none"> • HMIS Intake and Assessments

Sister Me Home Shelter

<i>Objective Type</i>	<i>Program Deliverable</i>	<i>Performance Measure</i>	<i>Data Source</i>
<i>How Much?</i>	<ul style="list-style-type: none"> • Provide unhoused individuals with a safe and supported environment • Guests will receive stabilization services 	<ul style="list-style-type: none"> • Serve a target of (20) unduplicated individuals • Serve up to 200 people/year 	<ul style="list-style-type: none"> • HMIS Intake and Assessments
<i>Is Anyone Better Off?</i>	<ul style="list-style-type: none"> • Guests receive stabilization and supportive services necessary to become self-reliant, self-sufficient, and able to secure a more permanent housing situation. 	<ul style="list-style-type: none"> • 80% of participants will access mainstream benefits • 75% of enrolled participants increase or maintain income • 30% of enrolled participants exiting to permanent housing 	<ul style="list-style-type: none"> • HMIS Intake and Assessments

<i>How Well?</i>	<ul style="list-style-type: none"> Stabilize and transition to permanent housing and ongoing supportive services 	<ul style="list-style-type: none"> Target average length of participation in shelter is 180 days or less 	<ul style="list-style-type: none"> HMIS Intake and Assessments
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San Leandro Cooling Center

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	<ul style="list-style-type: none"> Provides individuals experiencing homelessness with indoor shelter on high heat or poor air quality days. Provide stabilization support and access to resources, including housing navigation. 	<ul style="list-style-type: none"> Serve up to 25 guests per day when the Cooling Center is open Serve a minimum of 35 unduplicated homeless individuals per week when the Cooling Center is open more than one day/week. 	<ul style="list-style-type: none"> HMIS Intake and Assessments
<i>Is Anyone Better Off?</i>	<ul style="list-style-type: none"> Support the health and safety of individuals experiencing homelessness during harsh weather and air quality conditions. 	<ul style="list-style-type: none"> 75% of guest will be connected to ongoing support resources 	<ul style="list-style-type: none"> HMIS Intake and Assessments
<i>How Well?</i>	<ul style="list-style-type: none"> Provide a welcoming, safe, sanitary, and inclusive environment for all. Ensure that all Alameda County Department of Public Health COVID-19 health and safety protocols are followed. 	<ul style="list-style-type: none"> 80% of guest will participate in a satisfaction survey to identify areas that will improve service delivery, program effectiveness, and client outcomes 80% of guest will self-report that Cooling Center Environment was welcomed, safe, sanitary and inclusive. 	<ul style="list-style-type: none"> HMIS Intake and Assessments Survey

San Leandro Warming Center

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	<ul style="list-style-type: none"> Provide individuals experiencing homelessness with overnight shelter on scheduled days during 	<ul style="list-style-type: none"> Serve up to 25 guests per night 	<ul style="list-style-type: none"> HMIS Intake and Assessments

	<p>the months in which inclement weather is anticipated.</p> <ul style="list-style-type: none"> • Provide stabilization support and access to resources, including housing navigation 		
<i>Is Anyone Better Off?</i>	<ul style="list-style-type: none"> • Support the health and safety of individuals experiencing homelessness during harsh weather conditions. 	<ul style="list-style-type: none"> • 75% of guests will be connected to ongoing support resources 	<ul style="list-style-type: none"> • HMIS Intake and Assessments
<i>How Well?</i>	<ul style="list-style-type: none"> • Provide a welcoming, safe, sanitary, and inclusive environment for all. • Ensure that all Alameda County Department of Public Health COVID-19 health and safety protocols are followed. 	<ul style="list-style-type: none"> • 80% of guests will participate in a satisfaction survey to identify areas that will improve service delivery, program effectiveness, and client outcomes • 80% of guests will self-report that the Warming Center environment was welcoming, safe, sanitary and inclusive. 	<ul style="list-style-type: none"> • HMIS Intake and Assessments Survey

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;
 - Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:

- Generate and extract “Annual Performance Reports (APRs)” from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
- APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
- APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
- APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a ‘data lead’).
- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS “Annual Performance Report (APR)” report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County’s HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
- APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and staff can be trained to use it. Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including:
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
 - Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.
 - Reports as demonstrated in Exhibit B1-1

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	10/15/2023
Q2 10/01/2023 - 12/31/2023	01/15/2024
Q3 01/01/2024 - 03/31/2024	04/15/2024
Q4 04/01/2024 - 06/30/2024	07/15/2024

Program Monitoring:

- The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with The City of San Leandro and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide participants' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the Alameda County Shelter Standards Section A.36, may be used as a basis for discharge from the shelter. Only the following reasons may be used as a basis for discharge from a shelter facility:

- Possession of a weapon at the facility
- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other participants. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a health care provider for treatment as soon as possible. Precautions should be taken to avoid spreading as feasible. Noncompliance with treatment or containment measures that endangers other participants may be cause for discharge.
- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that shelter and respite staff actively attempted to engage the participants in services designed to support an exit to stable permanent housing with consideration given to each participants barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the shelter and respite programs that shall comply with any Alameda County Coordinated Entry System grievance policy guidelines.

While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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 B1-1
TERMS AND CONDITIONS FOR PAYMENT

Unless expressly modified by this Exhibit B1-1, all of the terms and conditions of the Exhibit B are and remain in full force and effect

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractor's expenditures shall be in accordance with the chart set forth below.

Project	Initial Contract Amount (10/1/2022 – 6/30/2023)	Amended Contract Amount (07/01/2023 – 06/30/2024)	Updated Budget
Interim Housing			
San Leandro Shelter	\$300,091	\$200,000	\$500,091
Sister Me Home Shelter	\$200,000	\$124,000	\$324,000
Cooling and Warming Centers		\$200,000	\$200,000
TOTAL	\$500,091	\$524,000	\$1,024,091

- HHAP allowable funds are limited to:
 - **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
 - **Services Coordination** which may include access to workforce, education, training programs, or other services needed to promote housing stability in supportive housing
- Funding Sources:

Original Contract	
HHAP Round 1, 2	\$500,091
Amendment #1	
HHAP Round 3	\$331,178
HHAP Round 4	\$192,822
Total	\$1,024,091

Terms and Conditions of Payment:

- A. The funding amount under the terms of this Exhibit B1-1 for services provided under Exhibit A1 is \$524,000 and the total reimbursement shall not exceed the total dollar awarded (\$1,024,091) under the terms of this Agreement. Funds shall be used solely in support of the program budget above.
- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:
- Contractor must be a community-based, private, nonprofit organization.
 - Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.

- iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred.
- C. 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 **August 1, 2024**.
- D. Budgets amounts may vary between line items only with HCSA written consent. Funds shall be used solely in support of the project's program budget.
- E. All invoices must be accompanied by reports described in Exhibit A1 upon contract execution.
- F. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

- Purchase Order (PO) number
- invoice date
- invoice number
- service period
- contract balance
- actual expenditures (which may not exceed the budget in Exhibit B1)
- invoice total amount
- accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

Phonethip Hill: Phill@acgov.org

CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports 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 subcontracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- B. Contractor shall ensure that all subcontracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.
- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



**CALIFORNIA JOINT POWERS
RISK MANAGEMENT AUTHORITY**

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

Certificate Holder and

Additional Covered Party:

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

Attentions : Kerry Abbott

1404 Franklin Street, Suite 300

Oakland, CA 94612

This certifies that the coverage

Described herein has been issued to: City of San Leandro

Description of Activity: First Amendment to Agreement dated October 1, 2022: Homeless Coordinating and Financing Council (HCFC) for the Homeless Housing, Assistance and Prevention (HHAP) Program to address immediate homelessness challenges; Master Contract No. 902012; Procurement Contract No. 24823

Date(s) of Activity: 07-01-2023 to 06-30-2024

Location of Activity: within City of San Leandro boundaries San Leandro, CA 94577

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$1,250,000 excess of \$ 750,000	July 01, 2024

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

10-21-2023

Date

Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager

Name and Title (Print or type)

Certificate Number: FORM141764

Form C

3201 Doolan Road, Suite 285 • Livermore, CA 94551 • Phone (925) 837-0667 • FAX (925) 290-1543

LOCAL AUTHORITY WORKERS COMPENSATION EXCESS JOINT POWERS AUTHORITY EXCESS
WORKERS' COMPENSATION PROGRAM LIMIT OF COVERAGE

CERTIFICATE OF COVERAGE

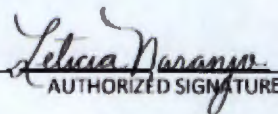
THIS CERTIFIES THAT THE COVERAGE DESCRIBED HEREIN HAS BEEN ISSUED TO:	City of San Leandro
DATES(S) OF ACTIVITY:	July 1, 2023 to June 30, 2024
LOCATION OF ACTIVITY:	Within City of San Leandro boundaries San Leandro, CA 94577
DESCRIPTION OF ACTIVITY:	First Amendment to Agreement dated October 1, 2022: Homeless Coordinating and Financing Council (HCFC) for the Homeless Housing, Assistance and Prevention (HHAP) Program to address immediate homelessness challenges; Master Contract No. 902012; Procurement Contract No. 24823

ENTITY PROVIDING COVERAGE	COVERAGE LIMITS	CERTIFICATE EXPIRATION DATE
City of San Leandro 835 East 14th Street San Leandro, CA 94577	\$250,000	June 30, 2024

The following coverage is in effect and is provided through participation in a risk sharing Joint Powers Authority. The City of San Leandro is self-insured for \$250,000 with excess coverage of \$45,000,000 through Local Agency Workers' Compensation Excess JPA (LAWCX).

October 23, 2023

DATE


AUTHORIZED SIGNATURE

Leticia Naranjo, Risk Management Analyst

NAME AND TITLE

EXHIBIT D1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

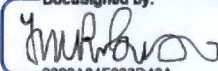
☐ Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of San Leandro

PRINCIPAL: Fran Robustelli TITLE: City Manager

DocuSigned by:

9222A84F033D42A...

SIGNATURE: _____ DATE: 11/27/2023

EXHIBIT F

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:

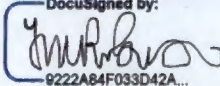
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy 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: _____

CONTRACTOR: City of San Leandro

PRINCIPAL: Fran Robustelli TITLE: City Manager

DocuSigned by:

9222A84F033D42A...

SIGNATURE: _____ DATE: 11/27/2023

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and City of Union City, a California Municipal Corporation ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 24666, dated as of October 1, 2022 (referred to herein as the "Agreement") pursuant to which Contractor provides South County Safe Parking services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement expired on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed six hundred twenty-six thousand, four hundred sixty-nine dollars (\$626,469). As a result of these additional services the not to exceed amount has increased from one hundred twenty-two thousand, two hundred three dollars (\$122,203) to seven hundred forty-eight thousand, six hundred seventy-two dollars (\$748,672) over the term of the Agreement and any amendments.

4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B and Exhibit B1 hereto.

5. Item 20, Termination, is amended and replaced by the following:

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 and Exhibit B1 hereto, provided that the maximum amount payable to

Master Contract No. 902012
Procurement Contract No. 24666

Contractor for their South County safe parking services shall not exceed \$748,672 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. Exhibit A1, Program Description and Performance Requirements, is incorporated into this Agreement by this reference, amends and supersedes Exhibit A as of July 1, 2023.
7. Exhibit B1, Terms and Conditions for Payment, is incorporated into this Agreement by this reference , amends and supersedes Exhibit B as of July 1, 2023.
8. Attached hereto is Exhibit D1, a current Debarment and Suspension Certificate executed by Contractor.
9. References to "East County Safe Parking" are amended and corrected to "South County Safe Parking".
10. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. 902012
Procurement Contract No. 24666

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year this First Amendment is executed by the County.

COUNTY OF ALAMEDA

CITY OF UNION CITY, A CALIFORNIA
MUNICIPAL CORPORATION

By:  DocuSigned by:
CB284AE84C50405...
Signature

Name: Colleen Chawla
(Printed)

Title: Director, Health Care Services Agency

Date: 11/20/2023

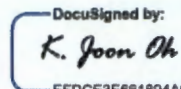
By:  DocuSigned by:
6A883797FA684C9...
Signature

Name: Joan Malloy
(Printed)

Title: City Manager

Date: 10/25/2023

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

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

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

EXHIBIT A1
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of Union City, a California Municipal Corporation

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

Original Term: 10/01/2022 – 6/30/2023
Original Amount: \$122,203

First Amendment Term: 07/01/2023 – 6/30/2024 (extension of 12 months)
First Amendment Amount: \$748,672 (increase of \$626,469)

The City of Union City shall utilize Homeless Housing Assistance Prevention (HHAP) funds towards the provision of the following services:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

Funding Overview:

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Program Name and Locations:

CAREavan Program Main Address: 31880 Alvarado Blvd, Union City, CA 94587

CAREavan Locations:

Monday: Ruggieri Senior Center, 33997 Alvarado-Niles Rd, Union City
Tuesday: Holly Community Center, 31600 Alvarado Blvd, Union City
Wednesday and Saturday: Kennedy Youth Center, 1333 Decoto Rd, Union City
Thursday: St. Annes Church, 32223 Cabello Rd, Union City
Friday and Sunday: Our Lady of the Rosary Church, 678 B Street, Union City

Contracted Services:

- A. CAREEvan Program provides individuals experiencing homelessness, who are living in their cars and vans, a place to legally park their vehicles in a safe, secure, sanitary, and welcoming environment. The program is not available for people living in Recreational Vehicles.
- This contract will continue the support of the additional nightly attendant.
 - Maintain the current level of service to participants by continuing to average 13-15 vehicles per night and 32 vehicles per quarter.
 - Maintain the additional day of continuum of care services specifically personal hygiene. Union City will continue to provide one additional day of the Clean Start mobile hygiene unit. This will provide two showers and three laundry units for the CAREEvan participants.
 - Provide mobile veterinary services to CAREEvan participants pets.
 - We will introduce a vehicle assistance program that will help participants in the program with costs related to operating their vehicles safely and legally.
 - We will introduce a "Flex Funds" account that will help and assist for any other fees that are associated with transportation, bike repair funds, and clothing needs.
 - This contract will help support our newly hired Program Outreach Worker. This person works closely with the CAREEvan participants and makes sure that they are all in Coordinated Entry. They will also be responsible for updating the participants' records in HMIS.
 - Extend our part-time outreach worker to full-time.
 - Launch a vehicle assistance program that will include paying for some fees associated such as vehicle registration, minor repairs, parking tickets, etc.
 - Partnering with the local Teen Workshop to establish bicycle repair services for homeless residents.
 - Provide free mobile Vet services to our unhoused.

HHAP funds shall be used for the operation and administration of this project. The increase in HHAP Funds will be used to support additional staffing and expanded programming at the Safe Parking site in FY 23-24.

Project Goals:

- Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- Assist literally homeless individuals to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered.
 - a. HMIS project enrollments for each participant accessing services.
 - b. HMIS annual assessments as necessary for participants enrolled one year or longer
 - Served: Captures numbers of individuals served by various sub-population breakdowns.
 - c. Outcomes: Captures changes in homeless status Annual Performance Report (all, veterans, youth)
 - d. Supplemental: Captures changes in homeless status annual Performance Report (CH, race, ethnicity, gender)

Target Population:

HHAP funds will be utilized to support adults and children experiencing homelessness in Alameda County. Providing supportive services and shelter for individuals experiencing homelessness.

- **CAREavan Program** will serve literally homeless adults who reside or are connected to the City of Union City or the County. This program will continue to support families, couples, and single individuals currently displaced and living in their vehicles. Pets are allowed in the program. RV's and motorhomes are not allowed to park overnight. All vehicles must also be operational and moved off premises daily.

The CAREavan program will coordinate through the South County/Tri-City Housing Resource Center (HRC) access points to utilize Alameda County's Coordinated Entry System (CES) to prioritize, identify, and match clients to access additional resources for people experiencing homelessness.

The program will utilize CES through HRC at the initial point of entry and as the primary source of referrals for Unsheltered adults via Abode in Fremont and Unsheltered families through the Fremont Family Resource Center. If there are no referrals received through CES, the program will then utilize other current referral systems in place to find placement for clients through homeless service providers.

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

For the project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

- **CAREavan Program**

Objective Type	Program Deliverable	Performance Measure	Data Source
<i>How Much?</i>	Enrollment and Services	Serve 62 individuals, during the contract term.	HMIS
<i>Is Anyone Better Off?</i>	Obtaining or maintaining mainstream benefits	At least of 80% of participants in accessing mainstream benefits.	HMIS
	Maintenance of, or increases in income	At least 75% of consumers will have maintained or increased their income from program entry to their most recent update/ exit assessment.	HMIS
<i>How Well?</i>	Prevent homelessness	Less than 10% of enrolled consumers will exit the hotel to the streets, unknown, or other destinations (# exits from hotel to unstable situation/# enrolled consumers).	HMIS

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

- Comply with the following HMIS data entry requirements:
 - Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
 - Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
 - Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item WS of the Individual Federal Partner Program Elements in HMIS;
 - Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
 - Generate and extract “Annual Performance Reports (APRs)” from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
 - APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
 - APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
 - APRs will be submitted:
 - On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.
- Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a ‘data lead’).
- Complete all entry/exit Universal Data Elements (UDEs) in HMIS.
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable.
- Provide an HMIS “Annual Performance Report (APR)” report for the duration of the monthly period, reflecting the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County’s HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections).
 - APRs must be submitted for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project) reports as demonstrated within the Quarterly Outcomes Reporting. Quarterly Outcomes Reporting will require the following components:
 1. Brief Description of Contract Services Specific to the Quarterly Fiscal Year.
 2. APR for each individual project type Specific to the Quarterly Fiscal Year.
 3. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 4. Annual Target Number of Unduplicated Participants to be Served per Year.
 5. Number of Unduplicated Participants Served Fiscal Year to Date.
 6. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 7. Brief Narrative to Highlight Challenges Specific to the Quarterly Fiscal Year.
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)

County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during the course

of reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.

In the event HMIS is not available for a prolonged period, Contractor agrees to work with County staff to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and staff can be trained to use it. Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Contractor further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Contractor must undertake continuous quantitative and qualitative (extracted from HMIS) evaluation of the Scope of Services as specified in this Agreement and shall share quarterly and annual written reports as demonstrated within HMIS.

- Capture data for Domestic Violence shelter reporting requirements for HHAP funds on all participants served and all significant services rendered, inputted and extracted from an HMIS-comparable database system, including:
 - a. Numbers Served: Captures number of individuals and households served by various sub-population breakdowns.
 - b. Outcomes: Captures exit destination of populations covered by the APR (all, veterans, youth)
 - c. Supplemental: Captures exit destination of populations not covered by the APR (CH, race, ethnicity, gender)
- Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.
- Reports as demonstrated within Exhibit B1

Quarterly Reporting Deadlines:

Service Period	Due to County
Q1 07/01/2023 – 09/30/2023	10/15/2023
Q2 10/01/2023 - 12/31/2023	01/15/2024
Q3 01/01/2024 - 03/31/2024	04/15/2024
Q4 04/01/2024 - 06/30/2024	07/15/2024

Program Monitoring:

- The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with Contractor and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

Additional Requirements:

Contractor agrees that only the following reasons, adapted from the Alameda County Shelter Standards Section A.36, may be used as a basis for discharge from the shelter. Only the following reasons may be used as a basis for discharge from a shelter facility:

- Possession of a weapon at the facility
- Possession of illegal drugs on premises. If alcohol or drugs are found, participant should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff, or repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.
- Assault or other violent behavior
- Theft
- Destruction of property
- Restraining order precludes continued residence
- Participant behavior endangers health or safety of participants or staff
- Repeated interference with the rights of other participants to peaceful enjoyment of the facility.
- Presence of infectious disease significantly increases the risk of harm to other participants. Note that participants with lice or scabies or exhibiting symptoms of TB should be allowed to stay in shelter and sent to a health care provider for treatment as soon as possible. Precautions should be taken to avoid spreading as much as feasible. Noncompliance with treatment or containment measures that endangers other participants may be cause for discharge.
- Participant requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- Participants may be discharged for refusing to work towards a housing plan and/or refusing multiple housing opportunities; however, evidence must be present that shelter and respite staff actively attempted to engage the participants in services designed to support an exit to stable permanent housing with consideration given to each participants barriers to engagement.

Contractor may not impose arbitrary lengths of stay for participants who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available to County, upon request. Participants who are discharged shall be afforded the opportunity to file a grievance. Contractor agrees to establish a grievance policy for the shelter and respite programs that shall comport with any Alameda County Coordinated Entry System grievance policy guidelines. While participants may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a participant exhibits symptoms of TB and does not comply with testing and treatment recommendations, the participant may be discharged to protect the health and safety of other participants and staff.

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 B1
TERMS AND CONDITIONS FOR PAYMENT

Unless expressly modified by this Exhibit B1, all of the terms and conditions of the Exhibit B will remain in full force and effect

I. Budget Summary (07/01/2023 - 6/30/2024)

Contractors' expenditures shall be in accordance with the chart set forth below.

Category	Initial Contract Amount (10/1/2022 – 6/30/2023)	First Amendment Amount (07/01/2023 – 06/30/2024)	Updated Budget
South County Safe Parking (CAREavan)	\$122,203	\$626,469	\$748,672
TOTAL	\$122,203	\$626,469	\$748,672

HHAP allowable funds are limited to:

- **Operating subsidies** in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
- **Funding Sources:**

Original Contract	
HHAP Round 1, 2	\$122,203
First Amendment	
HHAP Round 3	\$395,940
HHAP Round 4	\$230,529
Total	\$748,672

Terms and Conditions of Payment:

- A. The funding amount under the terms of this Exhibit B1 for services provided under Exhibit A1 is \$626,469 and the total reimbursement shall not exceed the total dollar awarded (**\$748,672**) under the terms of this Agreement. Funds shall be used solely in support of the program budget above.
- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:
- i. Contractor must be a community-based, private, nonprofit organization.
 - ii. Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
 - iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.

- iv. The cash advance must be repaid in cash and include a recoupment plan.
- v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred.
- C. 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 **August 1, 2024**.
- D. Budgets amounts may vary between line items only with HCSA written consent. Funds shall be used solely in support of the project's program budget.
- E. All invoices must be accompanied by reports described in Exhibit A1 upon contract execution.
- F. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

- Purchase Order (PO) number
- invoice date
- invoice number
- service period
- contract balance
- actual expenditures (which may not exceed the budget in Exhibit B1)
- invoice total amount
- accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A1

Any other back up documentation, information, or reports as requested, and invoice shall be emailed to:

Phonethip Hill: PHill@acgov.org

CC: CONTRACTSOHCC@ACGOV.ORG

- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports 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 subcontracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. 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 consumer 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.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- B. Contractor shall ensure that all subcontracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

- A. 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.

- B. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

Bay Cities Joint Powers Insurance Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 76461638

Certificate Holder: County of Alameda
Health Care Services Agency
Attn: Kerry Abbott

1900 Embarcadero, Suite 210
Oakland, CA 94606

Covered Party: City of Union City

Description of Covered Activity: As respects the Agreement #902012 between the City of Union City and the County of Alameda regarding the Homeless Housing Assistance and Prevention (HHAP) Grant Program; the County of Alameda, its Board of Supervisors, the individual members thereof, and all the County officers, agents, employees, volunteers and representatives are additional covered parties with regard to any negligent acts or omissions of the City of Union City, its officers, officials, employees and volunteers as it relates to the agreement.

Memorandum of Coverage Number: BCJPIA 2023-24 GL

Effective Date: 7/1/2023

Expiration Date: 7/1/2024

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 9/25/2023

Renewal: No **Excess Certificate Issued:** No

Authorized Representative Signature:



Bay Cities Joint Powers Insurance Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Workers' Compensation Certificate of Coverage

Evidence of Coverage

Certificate Number: 76482247

Certificate Holder: County of Alameda
Health Care Services Agency
Attn: Kerry Abbott
1900 Embarcadero, Suite 210
Oakland, CA 94608

Covered Party: City of Union City

Description of Covered Activity: As respects evidence of workers' compensation coverage for the City of Union City.

Memorandum of Coverage Number:	BCJPIA 2023-24 WC	Effective Date: 7/1/2023	Expiration Date: 7/1/2024
Limits:	\$1,000,000 (per occurrence)		
The Following Coverage is in effect:	Workers' Compensation coverage as defined in the Memorandum of Coverage on file with the covered party named above.		

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the Workers' Compensation Memorandum of Coverage.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 9/25/2023

Renewal: No **Excess Certificate Issued:** No

Authorized Representative Signature: 

Bay Cities Joint Powers Insurance Authority

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 76530861

Certificate Holder: County of Alameda
Health Care Services Agency
Attn: Kerry Abbott
1900 Embarcadero, Suite 210
Oakland, CA 94606

Covered Party: City of Union City

Description of Covered Activity: As respects the Agreement #902012 between the City of Union City and the County of Alameda regarding the Homeless Housing Assistance and Prevention (HHAP) Grant Program; the County of Alameda, its Board of Supervisors, the individual members thereof, and all the County officers, agents, employees, volunteers and representatives are additional covered parties with regard to any negligent acts or omissions of the City of Union City, its officers, officials, employees and volunteers as it relates to the agreement.

Memorandum of Coverage Number:	BCJPIA 2023-24 GL	Effective Date:	7/1/2023	Expiration Date:	7/1/2024
Limits:	\$1,000,000 (per occurrence)				
The Following Coverage is in effect:	General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.				

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

Liability Coverage includes coverage for Public Officials' Errors and Omissions.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 9/27/2023

Renewal: No Excess Certificate Issued: No

Authorized Representative Signature: 

EXHIBIT D1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on attached page.

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 Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Union City, A California Municipal Corporation

PRINCIPAL: Joan Mallory TITLE: City Manager

DocuSigned by:
Joan Mallory
8A883797FA884C9...

SIGNATURE: _____ DATE: 10/25/2023

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Covenant House California ("Contractor") with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 24298, dated as of July 1, 2022, and as amended by the First Amendment to Agreement executed on May 16, 2023, (referred to herein as the "Agreement") pursuant to which Contractor provides transitional age youth shelter support services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date as of January 1, 2023.
2. The term of the Agreement is scheduled to expire on June 30, 2023. As of the date this Second Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed one million, five hundred thousand dollars (\$1,500,000). As a result of these additional services the not to exceed amount has increased from one million five hundred fifty-seven thousand seven hundred dollars (\$1,557,710) to three million fifty-seven thousand seven hundred dollars (\$3,057,710) over the term of the Agreement and any amendments.
4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibits B1-1, B1-2, B2-1 and B2-2 hereto.

5. Item 20, Termination, is amended and replaced by the following:

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon,

terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B1-1, Exhibit B1-2 and Exhibit B2-1 and B2-2 hereto, provided that the maximum amount payable to Contractor for their housing systems related consulting services shall not exceed \$3,057,710 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. The attached Exhibit A2, Program Description and Performance Requirements, is incorporated into this Agreement by this reference.
7. The attached Exhibit B2-1, Payment Terms, is incorporated into this Agreement by this reference.
8. The attached Exhibit B2-2, Budget Summary, is incorporated into this Agreement by this reference.
9. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and the attached Exhibit D2, Debarment and Suspension Certification, which is incorporated into this Agreement by this reference, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this Second Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

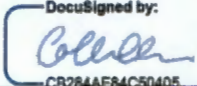
10. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

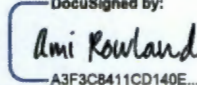
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement as of the day and year this Second Amendment is executed by the County.

COUNTY OF ALAMEDA

COVENANT HOUSE CALIFORNIA

DocuSigned by:

By: _____
Signature

DocuSigned by:

By: _____
Signature

Name: Colleen Chawla
(Printed)

Name: Ami Rowland
(Printed)

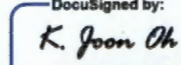
Title: Director, Health Care Services Agency

Title: Interim Chief Executive Officer

Date: 11/20/2023

Date: 10/25/2023

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

DocuSigned by:

By: _____
K. Joon Oh
Deputy County Counsel

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

**EXHIBIT A2
DEFINITION OF SERVICES**

Contractor Name: Covenant House California

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

Original Term: 07/01/2022 – 6/30/2023
Contract Amount: \$1,200,000

Amendment Term: 07/01/2022 – 6/30/2023 (no change)
First Amendment Amount: \$1,557,710 (increase of \$357,710)

Second Amendment Term: 07/01/2023 – 6/30/2024 (12-month extension)
Second Amendment Amount: \$3,057,710 (increase of \$1,500,000)

Funding Overview:

Homeless Housing, Assistance and Prevention (HHAP) guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- I. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- II. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- III. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS)(see Exhibit A2 – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

Target Population:

Transitional Age Youth (TAY) ages 18-24, experiencing homelessness; Referrals will be facilitated through the Coordinated Entry System (CES).

Program Name and Location:

Mid-County TAY Shelter - Covenant House California (CHC) Hayward
27211 Tyrell Ave. Hayward, CA 94544

Contracted Services:

Operational Services

This amendment will support the 30-bed emergency housing facility for transitional-aged youth (ages 18-24) in Hayward. CHC Hayward will support youth experiencing homelessness with access to shelter, and services including standardized assessment, reserved 24-hour bed availability, case management,

residential supervision, crisis intervention, security, meals, restrooms/showers, connections to mental healthcare, and education/life skills curriculum.

The site is owned by the Hayward Unified School District and leased by Covenant House California. They will include installation of nine manufactured homes, one of which will be a double-wide ADA-accessible unit that will house up to 30 youth and accommodate onsite support staff. The Mid-County Tay Shelter will provide (up to 30 beds) on a 24/7 basis.

Shelter activities will include:

- Completion of a standardized assessment at enrollment
- reserved 24-hour bed availability
- case management
- shelter supervision
- crisis intervention
- onsite security
- meals
- restrooms/showers
- physical & mental healthcare linkages
- substance use/recovery services; and
- education/life skills curriculum

The overall goal is to engage with youth experiencing homelessness in a manner that will help them to achieve permanent and stable housing. Woven throughout this entire shelter continuum on-site are case managers who communicate with all relevant staff regarding successes and challenges of each youth on their caseload.

The work of the case managers centers upon ensuring that youth who exit the shelter program are better off than when they entered and that they have the increased capacity for positive outcomes when they transition to their next exit destination, to include:

- Working hand-in-hand with each youth to develop a housing stability plan that addresses housing needs as well as the critical needs that impact said plan.
- Assisting each youth in obtaining mainstream benefits to which they are entitled and collaborating on methods to increase other sources of income that will aid in stabilization and future upward mobility.
- Leveraging Contractors community relationships to the benefit of each youth as need arises.
- Implementing Positive Youth Development curriculum activities that increase each youth's self-confidence, independence, and wellness.
- Conducting case plan/success plan reviews with the youth and their chosen members of their circle of support.
- Case management services are offered to youth as often as needed, but at a minimum, once a week in person. Provide low-barrier, compassionate, and non-judgmental respite to individuals experiencing homelessness; assistance to rapidly secure and obtain permanent housing. Capture data in real-time in the Homeless Management Information System (HMIS) on all individuals- served and all major services rendered.

Flexible Funds Administration: When funds are made available and/or when funds are available for leveraging from other Contractors programs, they are administered to the benefit of program participants. Flexible funds are administered for: food, transportation (i.e., taxis, public transportation, and ride share services), hotel/motel stays, and gift cards for incentives. **Program Referral Process:** Contractor shall operate the Mid-County TAY Shelter to provide shelter for literally homeless TAY. The County's Coordinated Entry System (CES) will be utilized to prioritize, identify, and match individuals to the Navigation Center. All 30 beds will be prioritized and filled through CES.

Site Management:

Contractor will have a staffing plan of staff roles as listed below:

Program Director: Directly supervises shelter manager and case managers; ensures compliance/progress toward funder/contract outcomes	1
Shelter Manager: Ensures the safety of youth in the program; directly supervises shelter advisors who are frontline shelter staff	1
Shelter Advocates: Ensure a safe, productive, and supportive shelter environment for youth; develop healthy programmatic relationships with youth	6
Case managers: Conduct resource coordination, support, assessments, revisitations of youths' individualized plans	3
Community Involvement Coordinator: Liaison with community by engaging with local residents and businesses for volunteer opportunities; manages and tracks in-kind donations	1
Total FTE	12.0

Program Goals:

The goals of the program are to ensure that youth are quickly and safely provided with items that meet their immediate needs such as food, water, safety, hygiene, medical and mental health linkages, and shelter. The activities corresponding with these objectives include the cultivation of a robust network of partnerships in the local area that will provide an array of viable options for youth with unique needs; trauma-informed case management; thorough psychosocial assessment for each youth receiving an intake; and an inclusive and affirming shelter space that reflects the community, the youth who live there, and the ever-changing trends of a vulnerable population that is highly sensitive to the atmosphere of their living environment.

Terms of Service: Navigation Services: As outlined above, navigation services are conducted with youth through the mechanism of case management.

Program Outcomes:

Contractor agrees to the following program success measures:

Process Objectives

PROGRAM DELIVERABLE	PERFORMANCE MEASURE	DATA SOURCE
Maintain a nightly bed occupancy rate of 90%.	Number of unduplicated individuals served daily	HMIS

Provide case management services to guests	Number of unduplicated individuals served in the (point in time, and cumulative)	HMIS – APR (month, quarterly duration)
--	--	--

Quality Objectives

PROGRAM DELIVERABLE	PERFORMANCE MEASURE	DATA SOURCE
Timely and accurate entry of data into HMIS system	At least 80% of HMIS program entry and exit data will be entered within three days of entry into the program	HMIS - APR
Document guest reported income information at entry, update, and exit assessments	At least 100% of HMIS program entry and exit data will include reported income information	HMIS – APR

Impact Objectives

PROGRAM DELIVERABLE	PERFORMANCE MEASURE	DATA SOURCE
Maintain or increase income	At least 75% of consumers will have maintained or increased their income from the program entry to their most recent update/exit assessment.	HMIS – APR
Obtain or maintain non-cash benefits	At least 65% of consumers will have one or more of the following non-cash benefits at the time of their exit from the program: WIC, CalFresh, CalWorks childcare, and transportation benefits.	HMIS – APR
At least 75% of discharged guests will exit to permanent housing	% of discharged guests who exit to permanent housing.	HMIS - APR
Obtain or maintain health insurance coverage	At least 85% of individuals enrolled will maintain their health insurance status as documented at intake, update assessment, and exit.	HMIS - APR
Prevent homelessness	Less than 10% of enrolled consumers will exit site to the streets, unknown, or other destinations; in these cases, a referral will be provided to services that can assist guests (# exits from site to an unstable situation/ # enrolled consumers).	HMIS- APR

Specific Deliverables needed prior to operational start include:

- Completion and Submission of TAY Shelter Program Handbook
- Grievance Procedure and Forms

Reporting & Evaluation Requirements:

Provide Alameda County Health Care Services Agency with a dedicated point of contact for data quality and reporting (a 'data lead')

Contractor will complete the following items, once the site has become operational:

- Comply with the following HMIS data entry requirements
- Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
- Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
- Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;
- Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, and services provided, as applicable;
- Comply with the following HMIS reporting requirements:
- Generate and extract "Annual Performance Reports (APRs)" from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
- APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
- APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections); and
- APRs will be submitted:
 - o On a monthly basis – APRs shall accompany every monthly invoice and will reflect services provided during the invoiced period; and
 - o On a quarterly basis – APRs shall accompany each Quarterly Outcomes Report and will reflect services provided during the quarterly period.

Quarterly reporting deadlines as follows:

Service Period	Due to County
Q1 07/01/23 - 09/30/23	10/15/23
Q2 10/01/23 - 12/31/23	01/15/24
Q3 01/01/24 - 03/31/24	04/15/24
Q4 04/01/24 - 06/30/24	07/15/24

Program Monitoring:

- Program monitoring may include review of operations, client eligibility, client records including any required releases or documentation for federal/county funding, back-up documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with Contractor and Alameda County, and coordination with service providers who come to the site or serve as client referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

The County staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide clients' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

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 B2-1
PAYMENT TERMS**

Unless expressly modified in this Exhibit B2-1, all of the terms and conditions of the Exhibit B1-1 and Exhibit B1-2 will remain in full force and effect

Budget Summary (7/1/23 - 6/30/24):

Contractors' expenditures shall be in accordance with the chart set forth below.

	<u>Original Term</u>	<u>1st Amendment</u>	<u>2nd Amendment</u>	<u>Total Budget</u>
Capital Costs	<u>\$1,200,000</u>	<u>\$357,710</u>		<u>\$1,557,710</u>
Direct Expenses- Personnel			<u>\$1,046,557</u>	<u>\$1,046,557</u>
Direct Expenses- Non-Personnel			<u>\$337,159</u>	<u>\$337,159</u>
Indirect Expenses @10%			<u>\$116,284</u>	<u>\$116,284</u>
Total Budget	<u>\$1,200,000</u>	<u>\$357,710</u>	<u>\$1,500,000</u>	<u>\$3,057,710</u>

Terms and Conditions of Payment:

The funding amount under the terms of this Exhibit B2-1 for services provided in Exhibit A2 is \$1,500,000 and the total reimbursement shall not exceed the total dollar awarded (\$3,057,710) under the terms of this Agreement. Funds shall be used solely in support of the program budget above.

- a. Any start-up expenditures or other advance payment are subject to the County's Cash Advance Policy and Government Code 11019:
 - i. Contractor must be a community-based, private, nonprofit organization.
 - ii. Advance payments will be considered at the beginning of the contract period on a case-by-case basis in response to critical financial need and the inability to reasonably meet payroll and operating expense requirements in a timely manner.
 - iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred. 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 August 1, 2024.

- C. All invoices must be accompanied by reports described in Exhibit A2 upon contract execution.
- D. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

- A. Invoices will be reviewed for approval by the County Health Care Services Agency. Invoices must include the Purchase Order (PO) number, invoice date, invoice number, service period, contract balance, actual expenditures (which may not exceed the budget in Exhibit B2-2), invoice total amount and all required reports, and any other back up documentation, information, or reports as requested, and shall be emailed to:

OHCC Contracts – CONTRACTSOHCC@ACGOV.ORG

CC: Hannah Moore – HMOORE@ACGOV.ORG

The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of consumer 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.
- B. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third- party.
- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost- type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

Financial Controls, Records, and Audit:

Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.

- A. 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 finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement 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.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

**Exhibit B2-2
BUDGET SUMMARY**

Contractor's expenditures shall be in accordance with the chart set forth below.

Amendment #1 Budget

Total Project Costs		HHAP Funds (Rounds 1 and 2)
Land Lease	\$200,000	
Design & Engineering	\$100,000	
Permits	\$280,000	
PG&E trenching, conduit pads and permits (to perimeter)	\$60,000	\$60,000
Manufactured Homes	\$1,200,000	\$310,000
General contractor (grading, utility hookups, sewage, concrete)	\$2,300,000	\$1,187,710
Installation of manufactured homes	\$250,000	
Inspections and final permits	\$10,000	
Contingency	\$100,000	
Total Uses of Funds	\$4,500,000	\$1,557,710

Amendment #2 Contract Budget

Operational Costs	HHAP Funds (Round 3)
Direct Expenses- Personnel	\$1,046,557
Direct Expenses- Non-Personnel	\$337,159
Indirect Expenses @10%	\$116,284
Total Operational Budget	\$1,500,000

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

D	Endorsements and Conditions
	<ol style="list-style-type: none">1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A.VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:<ul style="list-style-type: none">— Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2023

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

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

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743		CONTACT NAME PHONE (A/C No, Ext): 631-423-9500 FAX (A/C No): 631-424-3610 E-MAIL: Info@WRS1925.com	
INSURED Covenant House California 1325 N. Western Avenue Hollywood, CA 90027		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Certain Underwriters at Lloyds, London - AA1122000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1619772856 **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	ADD. COVR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input 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	Y	23W1321	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included Fire Damage \$ 50,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input type="checkbox"/> RETENTION \$		23X9025	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Professional Liability (E&O/D&O/EPL)		23W1321	7/1/2023	7/1/2024	Limit - Per Claim \$1,000,000 Aggregate \$1,000,000

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

Coverage certified above extends to include the County of Alameda, its board of supervisors, the individual members thereof, and all county officers, agents, employees and representatives as additional insured as their interest may appear with respect to the winter relief shelter.

The Excess Liability will follow the terms and conditions of the primary policy of General Liability and Professional Liability.

CERTIFICATE HOLDER Alameda County Health Care Services Agency Office of the Agency Director 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017		CONTACT NAME: PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL: ADDRESS:															
INSURED Covenant House, Inc. 1325 N. Western Avenue Los Angeles, CA 90027		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Church Mutual Insurance Company</td> <td>18767</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Church Mutual Insurance Company	18767	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Church Mutual Insurance Company	18767																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 1719421517 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOD AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENDONS		0500114-09-606485	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Col Cds \$ 5,000 EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Physical Damage is only on vehicles year 2012 and newer - \$5,000 comprehensive and collision deductible.
Alameda County Health Care Services Agency is included as additional insured with respect to funding purposes.

CERTIFICATE HOLDER Alameda County Health Care Services Agency Office of the Agency Director 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: 23W1321

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):

County of Alameda, its board of supervisors, the individual
members thereof, and all county officers, agents, employees
and representatives

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

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

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

However:

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

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

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

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

whichever is less.

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



RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the California Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit
Term of Coverage

Effective Date: January 1, 2023
Expiration: January 1, 2024

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Harris".

Jacqueline Harris
Director of Underwriting
RPS Monument

255 Great Valley Parkway | Suite 200
Malvern, PA 19355 | T 610.647.4466 | F 610.647.0662 | www.RPSins.com

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR	
NUMBER 4515	
 CERTIFICATE OF CONSENT TO SELF-INSURE 	
Quality Comp, Inc. (a CA corporation)	
THIS IS TO CERTIFY, That _____ has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.	
This certificate may be revoked at any time for good cause shown.*	
	EFFECTIVE: THE <u>1st</u> DAY OF <u>December, 2004</u>  MARK T. JOHNSON MANAGER
	DEPARTMENT OF INDUSTRIAL RELATIONS OF THE STATE OF CALIFORNIA  JOHN M. REA DIRECTOR
<small>* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.</small>	

FORM A-6-10A

07 4847

STATE OF CALIFORNIA

Garvin Newsum, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of December 1, 2004. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 14th of December 2021

A handwritten signature in black ink, appearing to read 'Lyn Asio Booz'.

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Rps Monument
255 Great Valley Pkwy, Ste 200
Malvern, Pa 19355

NUMBER: 4515-0030

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Covenant House California

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master Certificateholder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: April 1, 2011

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Christine Baker

Jon Wroten, Acting Chief

Christine Baker, Acting Director

*Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the requirement of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non-compliance with Title 8, California Administrative Code, Group 2 - Administration of Self Insurance

STATE OF CALIFORNIA

Govin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of December 1, 2004. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 21st of December 2022

A handwritten signature in blue ink, appearing to read 'Lyn Asio Booz'.

Lyn Asio Booz, Chief

ORIG: Jackie Harris, Clair
Director Of Underwriting
Risk Placement Services
255 Great Valley Parkway
Malvern, Pa 19355

EXHIBIT D2

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: Covenant House California

PRINCIPAL: Ami Rowland TITLE: Interim Chief Executive Officer

SIGNATURE:  DATE: 10/25/2023

FINANCIAL RESOLUTION R-2023-541

PAGE: 1 OF 2
 FILE NUMBER: 31085
 MEETING DATE: 10/24/2023
 ITEM NUMBER: 16
 BY: 2024 FUND: 10000

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

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350100	454900	00000		\$1,415,859
ORG TOTAL				\$1,415,859

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

GRAND TOTAL ANTICIPATED REVENUE \$1,415,859

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350100	610000	00000		\$1,415,859
ORG TOTAL				\$1,415,859

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

GRAND TOTAL APPROPRIATION \$1,415,859

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **24th** day of **October 2023**, to wit:

AYES: Supervisors Carson, Haubert, Marquez, Tam & President Miley – 5

NOES: None

EXCUSED: None



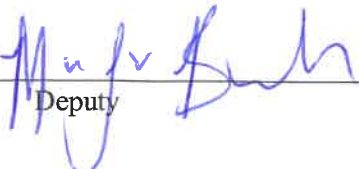
PRESIDENT, BOARD OF SUPERVISORS

File No.: 31085
Agenda No: 16
Document No: R-2023-541F



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

ATTEST:
Clerk, Board of Supervisors

By: 

Deputy