

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

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

CONTRACTOR NAME: City of San Leandro DEPT #: 350106

TITLE/SERVICE: Mid-County Shelters - Operating Subsidies

DEPT. CONTACT: LaWanda Green PHONE: 510-406-3661

I. INFORMATION ABOUT THE CONTRACTOR **YES** **NO**

- 1. Is the contractor a corporation or partnership? (X) ()

- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 94-6000421

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:

_____ No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES** **NO**

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

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

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

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

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

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

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

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

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

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

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

CERTIFICATIONS:

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

DocuSigned by:

9222A84F033D42A...

City Manager,
City of San Leandro

Fran Robustelli
Printed Name

2/2/2023
Date

DocuSigned by:

CB284AE84C50405...

Director, Health Care Services Agency

Colleen Chawla
Printed Name

2/14/2023
Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of October 1, 2022, is by and between the County of Alameda, hereinafter referred to as the “County”, and City of San Leandro, hereinafter referred to as the “Contractor”.

WITNESSETH

WHEREAS, the County has entered into a 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; and

WHEREAS, the activities of the Contractor under this Agreement with the County shall be governed by the conditions of the HHAP Grant Agreement; and

WHEREAS, County desires to obtain support services needed to provide rapid re-housing and supportive services for individuals experiencing homelessness which are more fully described in Exhibit A hereto (“Program Description and Performance Requirements”); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Mid-County Shelters - Operating Subsidies and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Program Description and Performance Requirements
- Exhibit B Terms and Conditions for Payment
- Exhibit B1 HHAP Reporting Summary Template
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E HIPAA Business Associate Agreement

The term of this Agreement shall be from October 1, 2022 through June 30, 2023.

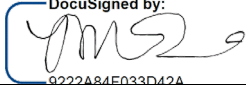
The compensation payable to Contractor hereunder shall not exceed five hundred thousand and ninety-one dollars (\$500,091) for the term of this Agreement.

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

COUNTY OF ALAMEDA

CITY OF SAN LEANDRO

DocuSigned by:
By: 
CB284AE84C50405... Signature

DocuSigned by:
By: 
9222A84E033D42A... Signature

Name: Colleen Chawla
(Printed)

Name: Fran Robustelli
(Printed)

Title: Director, Health Care Services Agency


Title: City Manager

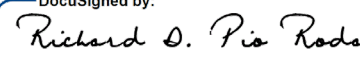
Date: 2/14/2023

Date: 2/2/2023

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

Approved as to Form: Richard Rio Roda, City
Attorney

DocuSigned by:
By: 
41E878ED27CC4CF...
K. Scott Dickey
Assistant County Counsel

DocuSigned by:
By: 
7B41538F8D5F470...
Richard Rio Roda
City Attorney

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

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

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

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

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

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

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

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

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

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

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

To Contractor: CITY OF SAN LEANDRO
835 E. 14th St
San Leandro, CA 94577
Attn: Fran Robustelli

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

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

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

the extent such records or portions of such records are confidential or privileged under state or federal law.

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

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

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

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Mid-County Shelters - Operating Subsidies Services shall not exceed \$500,091 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: *Contractor is exempt from SLEB requirements because it is a governmental entity.*

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

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

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

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

any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

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

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for up to two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of San Leandro
Contracting Department: Health Care Services Agency (HCSA)
Office of Homeless Care and Coordination (OHCC)

Contract Period: 10/01/2022 – 06/30/2023
Contract Amount: \$500,091

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.

Funding Overview:

HHAP guidelines specify spending 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).

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

The Target Population:

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

Program Names and Locations:

Sister Me Home - (Interim Housing)
site location not disclosed to ensure confidentiality
Central office location: 1840 Fairway Drive, San Leandro, CA 94577

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

Contracted Services:

Emergency Shelter services at two locations to provide unhoused individuals with a safe and supported environment.

Sister Me Home

Sister Me Home is a 20-bed safe house that serves up to 200 people a year. This is a place of refuge for women and children fleeing domestic violence. This interim housing resource supports women and children that are homeless and at risk of homelessness.

San Leandro Shelter

Provide homeless individuals with shelter bed- night accommodations and make all efforts to maximize utilization of shelter bed nights by homeless individuals and families. The shelter serves about 100 women and children each year, in about 60 households, of which 40% are children. Services will be coordinate with Coordinated Entry System to ensure that occupants are receiving supportive services necessary to become self- reliant, self-sufficient and able to secure a more permanent housing situation. The San Leandro Shelter is a 30-bed homeless shelter.

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

Project Goals:

Contractor shall provide interim housing, case management and services that will include the following activities and support services:

The San Leandro Shelter and Sister Me Home residents will receive stabilization services that range from meals, on-site case management, individual therapy, life skills coaching, domestic violence and parenting support groups, evening children's activities, and access to health care and other services. In addition, residents will be receiving support with housing navigation services with the goal of helping individuals move from the shelter to transitional and permanent housing. Housing support services includes but is not limited to:

- Assessing participants to address housing histories and barriers, including gathering positive references, credit history, rental history, prior convictions, criminal history, outstanding debts, and outstanding warrants. Will use housing history to inform preparation of work.
- Get to know members or potential members of the participant's household including pets and companion animals.
- Assess for potential to reconnect with family/friends for housing.
- Assess eligibility for permanent housing resources.
- Assess the participants financial and resources situation and potential budget for housing.

- Help participants create tenant resumes that include I.D, Social Security cards, proof of citizenship, child custody, and other key information to use of housing applications.

Conduct an intake and orientation session with each participant, which should include, when applicable:

- An overview of shelter programs, rules and regulations, immediate eviction violations, rights and responsibilities, grievance procedure, CalFresh policy and daily meal schedule.
- All required check-in procedures and review of service agreement or information release documents to be signed.
- Provide one shelter bed, per shelter occupant, for each day of use.
- Complete occupant termination documentation form for all occupants who leave the shelter.
- Comply with the Alameda County Emergency Shelter Standards (adopted April 2022).

Case management services will be accessible to sheltered individuals. Case management will take place at both shelters.

Contractor shall utilize the County's Coordinated Entry System (CES). Coordinated Entry System (CES) will fill (20) Sister Me Home and (30) San Leandro Shelter beds with referrals made by the designated CE entity.

Target Population:

HHAP funds support adults and children experiencing homelessness, utilizing prioritization of eligible individuals based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization includes a County-specific triage tools, developed through local data, to identify high-cost, high- need homeless residents.

- **Shelters (Interim Housing):** will accept referrals for individuals experiencing homelessness in Alameda County on the Crisis Queue and referred through the Mid County Resource Center. The Sister Me Home Domestic Violence Shelter will work with community services and utilize CES to accept referrals.

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

Contractor shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

A. Performance Measure (“How Much”):

Contractor shall complete the following outcomes:

- Serve a target of (20) unduplicated individuals within the Sister Me Home Domestic Violence Shelter.
- Serve a target of (30) unduplicated individuals at any point in time, within the San Leandro Shelter.
- 80% of participants accessing mainstream benefits within the Sister Me Home Domestic Violence Shelter.
- 80% of participants accessing mainstream benefits within the San Leandro Shelter.
- Target average length of participation in shelter: 180 days or less within the Sister Me Home Domestic Violence Shelter.
- Target average length of participation in shelter: 180 days or less within the San Leandro Shelter.

B. Performance Measure (“Is Anyone Better Off”):

Contractor shall meet the following outcomes:

- 30% of enrolled participants exiting to permanent housing within the Sister Me Home Domestic Violence Shelter.
- 30% of enrolled participants exiting to permanent housing within the San Leandro Shelter.
- 75% of enrolled participants increasing or maintaining income within the Sister Me Home Domestic Violence Shelter.
- 75% of enrolled participants increasing or maintaining income within the San Leandro Shelter.

Reporting & Evaluation Requirements:

For every participant, Contractor will:

- 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:

1. Brief Description of Contract Services Specific to Quarterly Fiscal Year.
 2. Number of Unduplicated Participants Served in Quarterly Fiscal Year.
 3. Annual Target Number of Unduplicated Participants to be Served per Year.
 4. Number of Unduplicated Participants Served Fiscal Year to Date.
 5. Brief Narrative to Highlight Accomplishments Specific to the Quarterly Fiscal Year.
 6. 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 City of San Leandro's 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. City of San Leandro 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 City of San Leandro 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
Q2 10/01/2022 - 12/31/2022	01/15/2023
Q3 01/01/2023 - 03/31/2023	04/15/2023
Q4 04/01/2023 - 06/30/2023	07/15/2023

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 2022 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 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 B
TERMS AND CONDITIONS FOR PAYMENT

Budget Summary

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

FY 22/23 HHAP Funded Expenses

Category	Amount
San Leandro Shelter	\$300,091
Sister Me Home Shelter	\$200,000
TOTAL	\$500,091

Funding Source Summary:
HHAP Round 1 funds: \$500,091

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.

Terms and Conditions of Payment:

- A. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$500,091**. 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, 2023**.
- 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 the Purchase Order (PO) number, invoice date, invoice number, service period, contract balance, actual expenditures (which may not exceed the budget in Exhibit B), invoice total amount and all required reports, and any other back up documentation, information, or reports as requested, and shall be emailed to:
 - CC: LaWanda Green – LAWANDA.GREEN@ACGOV.ORG
 - CC: CONTRACTSOHCC@ACGOV.ORG
- B. 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.
- C. 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:

- 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 B1

MANUAL REPORTING FORM

ALL PROJECTS (EXCEPT COORDINATED ENTRY): All Projects Served



This reporting form aligns with the HUD HMIS APR Programming Specifications:
<https://files.hudexchange.info/resources/documents/HMIS-Programming-Specifications.pdf>

Please refer to the Annual Report Instructions for additional guidance on completing this form. Reminder, do NOT include Coordinated Entry projects.

If possible, use an APR that includes all HHAP-1 funded projects to help you complete this form.

Please report information in the space provided. Do not fill in boxes that have been blacked out.

Q5a. Report Validations Table	
Total number of persons served	
Number of adults (age 18 or over)	
Number of children (under age 18)	
Number of persons with unknown age	
Number of leavers	
Number of adult leavers	
Number of adult and head of household leavers	
Number of stayers	
Number of adult stayers	
Number of veterans	
Number of chronically homeless persons	
Number of youth under age 25	
Number of parenting youth under age 25 with children	
Number of adult heads of household	
Number of child and unknown-age heads of household	
Heads of households and adult stayers in the project 365	

APR Question 5a. Report on persons served on all HHAP-1 funded projects

- Add persons served in every HHAP-1 funded project. This should be persons served by the entire project regardless of how much of the project was funded by HHAP-1.

Q7a. Number of Persons Served					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults					
Children					
Client Doesn't Know/ Client Refused					
Data Not Collected					
Total					
For PSH & RRH - the total persons served who moved into housing					

APR Question 7a. Report on persons served on all HHAP-1 funded projects

- Add persons served in every HHAP-1 funded project. This should be persons served by the entire project regardless of how much of the project was funded by HHAP-1.

Q8a. Households Served					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households					
For PSH & RRH - the total persons served who moved into housing					

APR Question 8a. Report on households (HHs) served on all HHAP-1 funded projects

- Add HHs served in every HHAP-1 funded project. This should be HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Q9a. Number of Persons Contacted (ES Night By Night and Street Outreach Only)				
	All Persons Contacted	First contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on the Streets, ES, or SH	First contact - Worker unable to determine
Once				
2-5 Times				
6-9 Times				
10+ Times				
Total Persons Contacted				

APR Question 9a. Report on persons/households (HHs) served on all HHAP-1 funded projects

- Add persons/HHs served in every HHAP-1 funded project. This should be persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Q9b. Number of Persons Engaged (ES Night By Night and Street Outreach Only)				
	All Persons Contacted	First contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on the Streets, ES, or SH	First contact - Worker unable to determine
Once				
2-5 Contacts				
6-9 Contacts				
10+ Contacts				
Total Persons Engaged				
Rate of Engagement				

APR Question 9b. Report on persons/households (HHs) served on all HHAP-1 funded projects

- Add persons/HHs served in every HHAP-1 funded project. This should be persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Q10a. Gender of Adults				
	Total	Without Children	With Children and Adults	Unknown Household Type
Male				
Female				
Trans Female (MTF or Male to Female)				
Trans Male (FTM or Female to Male)				
Gender Non-Conforming (i.e. not exclusively male or female)				
Client Doesn't Know/Client Refused				
Data Not Collected				
Subtotal				

APR Question 10a. Report on persons served on all HHAP-1 funded projects

- Add persons served in every HHAP-1 funded project. This should be persons served by the entire project regardless of how much of the project was funded by HHAP-1.

Q10b. Gender of Children				
	Total	With Children and Adults	With Only Children	Unknown Household Type
Male				
Female				
Trans Female (MTF or Male to Female)				
Trans Male (FTM or Female to Male)				
Gender Non-Conforming (i.e. not exclusively male or female)				
Client Doesn't Know/Client Refused				
Data Not Collected				
Subtotal				

APR Question 10b. Report on persons served on all HHAP-1 funded projects

- Add persons served in every HHAP-1 funded project. This should be persons served by the entire project regardless of how much of the project was funded by HHAP-1.

Q10c. Gender of Persons Missing Age Information					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Male					
Female					
Trans Female (MTF or Male to Female)					
Trans Male (FTM or Female to Male)					
Gender Non-Conforming (i.e. not exclusively male or female)					
Client Doesn't Know/Client Refused					
Data Not Collected					
Subtotal					

APR Question 10c. Report on persons served on all HHAP-1 funded projects

- Add persons served in every HHAP-1 funded project. This should be persons served by the entire project regardless of how much of the project was funded by HHAP-1.

Q12a. Race					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
White					
Black or African American					
Asian					
American Indian or Alaska Native					
Native Hawaiian or Other Pacific Islander					
Multiple Races					
Client Doesn't Know/Client Refused					
Data Not Collected					
Total					

APR Question 12a. Report on persons served on all HHAP-1 funded projects

- Add persons served in every HHAP-1 funded project. This should be persons served by the entire project regardless of how much of the project was funded by HHAP-1.

Q12b. Ethnicity					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Non-Hispanic/Non-Latino					
Hispanic/Latino					
Client Doesn't Know/Client Refused					
Data Not Collected					
Total					

APR Question 12b. Report on persons/households (HHs) served on all HHAP-1 funded projects

- Add persons/HHs served in every HHAP-1 funded project. This should be persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Q27a. Age of Youth					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
12-17					
18-24					
Client Doesn't Know/Client Refused					
Data Not Collected					
Total					

APR Question 27a. Report on persons/households (HHs) served on all HHAP-1 funded projects

- Add persons/HHs served in every HHAP-1 funded project. This should be persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

MANUAL REPORTING FORM

ALL PROJECTS (EXCEPT COORDINATED ENTRY): All Projects Outcomes



This reporting form aligns with the HUD HMIS APR Programming Specifications:
<https://files.hudexchange.info/resources/documents/HMIS-Programming-Specifications.pdf>

Please refer to the Annual Report Instructions for additional guidance on completing this form. Reminder, **do NOT include Coordinated Entry projects.**

If possible, use an APR that includes all HHAP-1 funded projects to help you complete this form.

Please report information in the space provided.

Q23c. Exit Destination - All persons					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Permanent Destinations					
Moved from one HOPWA funded project to HOPWA PH					
Owned by client, no ongoing housing subsidy					
Owned by client, with ongoing housing subsidy					
Rental by client, no ongoing housing subsidy					
Rental by client, with VASH housing subsidy					
Rental by client, with GPD TIP housing subsidy					
Rental by client, with other ongoing housing subsidy					
Permanent housing (other than RRH) for formerly homeless persons					
Staying or living with family, permanent tenure					
Staying or living with friends, permanent tenure					
Rental by client, with RRH or equivalent subsidy					
Rental by client, with HCV voucher (tenant or project based)					
Rental by client in a public housing unit					
Subtotal					

APR Question 23c. Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Temporary Destinations					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter					
Moved from one HOPWA funded project to HOPWA TH					
Transitional housing for homeless persons (including homeless youth)					
Staying or living with family, temporary tenure (e.g. room, apartment or house)					
Staying or living with friends, temporary tenure (e.g. room, apartment or house)					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)					
Safe Haven					
Hotel or motel paid for without emergency shelter voucher					
Host Home (non-crisis)					
Subtotal					
Institutional Settings					
Foster care home or group foster care home					
Psychiatric hospital or other psychiatric facility					
Substance abuse treatment facility or detox center					
Hospital or other residential non-psychiatric medical facility					
Jail, prison, or juvenile detention facility					
Long-term care facility or nursing home					
Subtotal					
Other Destinations					
Residential project or halfway house with no homeless criteria					
Deceased					
Other					
Client Doesn't Know/Client Refused					
Data Not Collected (no exit interview completed)					
Subtotal					
Total					
Total persons exiting to positive housing destinations					
Total persons whose destinations excluded them from the calculation					
Percentage					

Q25i. Exit Destination - Veterans					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Permanent Destinations					
Moved from one HOPWA funded project to HOPWA PH					
Owned by client, no ongoing housing subsidy					
Owned by client, with ongoing housing subsidy					
Rental by client, no ongoing housing subsidy					
Rental by client, with VASH housing subsidy					
Rental by client, with GPD TIP housing subsidy					
Rental by client, with other ongoing housing subsidy					
Permanent housing (other than RRH) for formerly homeless persons					
Staying or living with family, permanent tenure					
Staying or living with friends, permanent tenure					
Rental by client, with RRH or equivalent subsidy					
Rental by client, with HCV voucher (tenant or project based)					
Rental by client in a public housing unit					
Subtotal					
Temporary Destinations					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter					
Moved from one HOPWA funded project to HOPWA TH					
Transitional housing for homeless persons (including homeless youth)					
Staying or living with family, temporary tenure (e.g. room, apartment or house)					
Staying or living with friends, temporary tenure (e.g. room, apartment or house)					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)					
Safe Haven					
Hotel or motel paid for without emergency shelter voucher					
Host Home (non-crisis)					
Subtotal					

APR Question 25i. Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Institutional Settings					
Foster care home or group foster care home					
Psychiatric hospital or other psychiatric facility					
Substance abuse treatment facility or detox center					
Hospital or other residential non-psychiatric medical facility					
Jail, prison, or juvenile detention facility					
Long-term care facility or nursing home					
Subtotal					
Other Destinations					
Residential project or halfway house with no homeless criteria					
Deceased					
Other					
Client Doesn't Know/Client Refused					
Data Not Collected (no exit interview completed)					
Subtotal					
Total					
Total persons exiting to positive housing destinations					
Total persons whose destinations excluded them from the calculation					
Percentage					

Q27f. Exit Destination - Youth					
	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Permanent Destinations					
Moved from one HOPWA funded project to HOPWA PH					
Owned by client, no ongoing housing subsidy					
Owned by client, with ongoing housing subsidy					
Rental by client, no ongoing housing subsidy					
Rental by client, with VASH housing subsidy					
Rental by client, with GPD TIP housing subsidy					
Rental by client, with other ongoing housing subsidy					
Permanent housing (other than RRH) for formerly homeless persons					
Staying or living with family, permanent tenure					
Staying or living with friends, permanent tenure					
Rental by client, with RRH or equivalent subsidy					
Rental by client, with HCV voucher (tenant or project based)					
Rental by client in a public housing unit					
Subtotal					

APR Question 25i. Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Temporary Destinations					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter					
Moved from one HOPWA funded project to HOPWA TH					
Transitional housing for homeless persons (including homeless youth)					
Staying or living with family, temporary tenure (e.g. room, apartment or house)					
Staying or living with friends, temporary tenure (e.g. room, apartment or house)					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)					
Safe Haven					
Hotel or motel paid for without emergency shelter voucher					
Host Home (non-crisis)					
Subtotal					
Institutional Settings					
Foster care home or group foster care home					
Psychiatric hospital or other psychiatric facility					
Substance abuse treatment facility or detox center					
Hospital or other residential non-psychiatric medical facility					
Jail, prison, or juvenile detention facility					
Long-term care facility or nursing home					
Subtotal					
Other Destinations					
Residential project or halfway house with no homeless criteria					
Deceased					
Other					
Client Doesn't Know/Client Refused					
Data Not Collected (no exit interview completed)					
Subtotal					
Total					
Total persons exiting to positive housing destinations					
Total persons whose destinations excluded them from the calculation					
Percentage					



MANUAL REPORTING FORM

ALL PROJECTS (EXCEPT COORDINATED ENTRY): All Projects Supplemental Outcomes

Supplemental Outcomes can likely be generated from your HMIS System.

Please refer to the Annual Report Instructions for additional guidance on completing this form. Reminder, do NOT include Coordinated Entry projects.

If possible, use an APR that includes all HHAP-1 funded projects to help you complete this form.

Please report information in the space provided.

Population of Interest	
	Chronically Homeless
Permanent Destinations	
Moved from one HOPWA funded project to HOPWA PH	
Owned by client, no ongoing housing subsidy	
Owned by client, with ongoing housing subsidy	
Rental by client, no ongoing housing subsidy	
Rental by client, with VASH housing subsidy	
Rental by client, with GPD TIP housing subsidy	
Rental by client, with other ongoing housing subsidy	
Permanent housing (other than RRH) for formerly homeless persons	
Staying or living with family, permanent tenure	
Staying or living with friends, permanent tenure	
Rental by client, with RRH or equivalent subsidy	
Rental by client, with HCV voucher (tenant or project based)	
Rental by client in a public housing unit	
Subtotal	
Temporary Destinations	
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	
Moved from one HOPWA funded project to HOPWA TH	
Transitional housing for homeless persons (including homeless youth)	
Staying or living with family, temporary tenure (e.g. room, apartment or house)	
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)	
Safe Haven	
Hotel or motel paid for without emergency shelter voucher	
Host Home (non-crisis)	
Subtotal	

Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Institutional Settings	
Foster care home or group foster care home	
Psychiatric hospital or other psychiatric facility	
Substance abuse treatment facility or detox center	
Hospital or other residential non-psychiatric medical facility	
Jail, prison, or juvenile detention facility	
Long-term care facility or nursing home	
Subtotal	
Other Destinations	
Residential project or halfway house with no homeless criteria	
Deceased	
Other	
Client Doesn't Know/Client Refused	
Data Not Collected (no exit interview completed)	
Subtotal	
Total	
Total persons exiting to positive housing destinations	
Total persons whose destinations excluded them from the calculation	
Percentage	

Race	White	Black or African American	Asian	American Indian or Alaska Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Client Doesn't Know/Client Refused	Data Not Collected
Permanent Destinations								
Moved from one HOPWA funded project to HOPWA PH								
Owned by client, no ongoing housing subsidy								
Owned by client, with ongoing housing subsidy								
Rental by client, no ongoing housing subsidy								
Rental by client, with VASH housing subsidy								
Rental by client, with GPD TIP housing subsidy								
Rental by client, with other ongoing housing subsidy								
Permanent housing (other than RRH) for formerly homeless persons								
Staying or living with family, permanent tenure								
Staying or living with friends, permanent tenure								
Rental by client, with RRH or equivalent subsidy								
Rental by client, with HCV voucher (tenant or project based)								
Rental by client in a public housing unit								
Subtotal								

Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Temporary Destinations									
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter									
Moved from one HOPWA funded project to HOPWA TH									
Transitional housing for homeless persons (including homeless youth)									
Staying or living with family, temporary tenure (e.g. room, apartment or house)									
Staying or living with friends, temporary tenure (e.g. room, apartment or house)									
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)									
Safe Haven									
Hotel or motel paid for without emergency shelter voucher									
Host Home (non-crisis)									
Subtotal									
Institutional Settings									
Foster care home or group foster care home									
Psychiatric hospital or other psychiatric facility									
Substance abuse treatment facility or detox center									
Hospital or other residential non-psychiatric medical facility									
Jail, prison, or juvenile detention facility									
Long-term care facility or nursing home									
Subtotal									
Other Destinations									
Residential project or halfway house with no homeless criteria									
Deceased									
Other									
Client Doesn't Know/Client Refused									
Data Not Collected (no exit interview completed)									
Subtotal									
Total									
Total persons exiting to positive housing destinations									
Total persons whose destinations excluded them from the calculation									
Percentage									

Client Doesn't Know/Client Refused				
	Non-Hispanic/ Non-Latino	Hispanic/ Latino	Client Doesn't Know/ Client Refused	Data Not Collected
Permanent Destinations				
Moved from one HOPWA funded project to HOPWA PH				
Owned by client, no ongoing housing subsidy				
Owned by client, with ongoing housing subsidy				
Rental by client, no ongoing housing subsidy				
Rental by client, with VASH housing subsidy				
Rental by client, with GPD TIP housing subsidy				
Rental by client, with other ongoing housing subsidy				
Permanent housing (other than RRH) for formerly homeless persons				
Staying or liv ing with family, permanent tenure				
Staying or liv ing with friends, permanent tenure				
Rental by client, with RRH or equivalent subsidy				
Rental by client, with HCV voucher (tenant or project based)				
Rental by client in a public housing unit				
Subtotal				
Temporary Destinations				
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter				
Moved from one HOPWA funded project to HOPWA TH				
Transitional housing for homeless persons (including homeless youth)				
Staying or liv ing with family, temporary tenure (e.g. room, apartment or house)				
Staying or liv ing with friends, temporary tenure (e.g. room, apartment or house)				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)				
Safe Haven				
Hotel or motel paid for without emergency shelter voucher				
Host Home (non-crisis)				
Subtotal				
Institutional Settings				
Foster care home or group foster care home				
Psychiatric hospital or other psychiatric facility				
Substance abuse treatment facility or detox center				
Hospital or other residential non-psychiatric medical facility				
Jail, prison, or juvenile detention facility				
Long-term care facility or nursing home				
Subtotal				
Other Destinations				
Residential project or halfway house with no homeless criteria				
Deceased				
Other				
Client Doesn't Know/Client Refused				
Data Not Collected (no exit interview completed)				
Subtotal				
Total				
Total persons exiting to positive housing destinations				
Total persons whose destinations excluded them from the calculation				
Percentage				EXHIBIT B

Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

Gender							
	Male	Female	Trans Female (MTF or Male to Female)	Trans Male (FTM or Female to Male)	Gender Non-Conforming (i.e. not exclusively male or female)	Client Doesn't Know/Client Refused	Data Not Collected
Permanent Destinations							
Moved from one HOPWA funded project to HOPWA PH							
Owned by client, no ongoing housing subsidy							
Owned by client, with ongoing housing subsidy							
Rental by client, no ongoing housing subsidy							
Rental by client, with VASH housing subsidy							
Rental by client, with GPD TIP housing subsidy							
Rental by client, with other ongoing housing subsidy							
Permanent housing (other than RRH) for formerly homeless persons							
Staying or living with family, permanent tenure							
Staying or living with friends, permanent tenure							
Rental by client, with RRH or equivalent subsidy							
Rental by client, with HCV voucher (tenant or project based)							
Rental by client in a public housing unit							
Subtotal							
Temporary Destinations							
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter							
Moved from one HOPWA funded project to HOPWA TH							
Transitional housing for homeless persons (including homeless youth)							
Staying or living with family, temporary tenure (e.g. room, apartment or house)							
Staying or living with friends, temporary tenure (e.g. room, apartment or house)							
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus / train / subway station / airport or anywhere outside)							
Safe Haven							
Hotel or motel paid for without emergency shelter voucher							
Host Home (non-crisis)							
Subtotal							
Institutional Settings							
Foster care home or group foster care home							
Psychiatric hospital or other psychiatric facility							
Substance abuse treatment facility or detox center							
Hospital or other residential non-psychiatric medical facility							
Jail, prison, or juvenile detention facility							
Long-term care facility or nursing home							
Subtotal							
Other Destinations							
Residential project or halfway house with no homeless criteria							
Deceased							
Other							
Client Doesn't Know/Client Refused							
Data Not Collected (no exit interview completed)							
Subtotal							
Total							
Total persons exiting to positive housing destinations							
Total persons whose destinations excluded them from the calculation							
Percentage							

Report exits of persons/households(HHs) served on all HHAP-1 funded projects

- Add the exits of persons/HHs served in every HHAP-1 funded project. This should be exits of persons/HHs served by the entire project regardless of how much of the project was funded by HHAP-1.

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"> 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. 	



**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 Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.

Attn: 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: 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: 10-01-2022 to 06-30-2023

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	\$ 750,000 excess of \$ 250,000	July 01, 2023

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.

01-19-2023

Date

Authorized Signature

Certificate Number: FORM141580

Tony Giles, CPCU, ARM-P, General Manager

Name and Title (Print or type)

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: October 1, 2022 to June 30, 2023

LOCATION OF ACTIVITY: within City of San Leandro boundaries
San Leandro, CA 94577


DESCRIPTION OF ACTIVITY: 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, 2023

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).

January 20, 2023

DATE



Leticia Naranjo
2023.01.20 10:54:05 -08'00'

AUTHORIZED SIGNATURE

Leticia Naranjo, Risk Management Analyst

NAME AND TITLE

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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

CONTRACTOR: City of San Leandro

PRINCIPAL: Fran Robustelli TITLE: City Manager

SIGNATURE:  DATE: 2/2/2023

EXHIBIT E HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and City of San Leandro, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

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

Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

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

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

VII. TERMINATION

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

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

VIII. MISCELLANEOUS

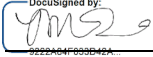
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession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

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

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

CONTRACTOR:

Name: City of San Leandro

By (Signature):  _____
DocuSigned by:
3222424F-6536-42A...

Print Name: Fran Robustelli