

FIRST AMENDMENT TO AGREEMENT

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

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

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

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

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

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

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B and Exhibit B1-1 hereto, provided that the maximum amount payable to Contractor for their Mid-County Shelters - Operating Subsidies shall not exceed

Master Contract No. 902012
Procurement Contract No. 24823

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

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

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

COUNTY OF ALAMEDA

CITY OF SAN LEANDRO

By: _____
Signature

By: _____
Signature

Name: Colleen Chawla
(Printed)

Name: Fran Robustelli
(Printed)

Title: Director, Health Care Services Agency

Title: City Manager

Date: _____

Date: _____

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

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

By: _____
K. Joon Oh
Deputy County Counsel

By: _____
Richard D. Pio Roda
City Attorney

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

EXHIBIT A1
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: City of San Leandro

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

Original Term: 10/01/2022 – 6/30/2023
Original Amount: \$500,091

First Amendment Term: 07/01/2023 – 6/30/2024 (extension of 12 months)
First Amendment Amount: \$1,024,091 (increase of \$524,000 amount)

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

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

Funding Overview:

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

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

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

Program Names and Locations:

San Leandro Shelter- (Interim Housing)

Saint Leanders Parish
501 Davis St.
San Leandro, CA 94577

Sister Me Home –(Interim Housing)

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

San Leandro Cooling Center- (Cooling and Warming Center)

Church of Christ
601 MacArthur Blvd.
San Leandro, CA 94577

San Leandro Warming Center- (Cooling and Warming Center))

First United Methodist Church
1600 Bancroft Ave.
San Leandro, CA 94577

Contracted Services:

- A. **Interim Housing** will support the operations at two homeless shelters in San Leandro that provide one-on-one case management, including assistance to rapidly secure and obtain permanent housing. The City of San Leandro will subcontract with Building Futures to operate the sites.
- B. **Cooling and Warming Centers** will provide one winter warming and one summer cooling site for individuals experiencing homelessness, with indoor shelter on scheduled days in which inclement weather is anticipated (cold, heat and bad air quality). The City of San Leandro will subcontract with the Housing Consortium of the East Bay to operate the two sites.

The Summer Cooling Center provides individuals experiencing homelessness with indoor shelter on high heat or poor air quality days (forecast of 90 degrees Fahrenheit or higher, or 201 Air Quality Index or higher) during the months in which high temperatures are anticipated. In addition, the Summer Cooling Center provides two meals per day, shower service, and access to support including referrals to resources, and housing navigation. The Cooling Center will serve a minimum of 35 unduplicated homeless individuals per week when open more than one day/week. The Cooling Center capacity is 25 guests per day.

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

Project Goals:

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

Target Population:

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

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

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

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

Program Outcomes:

The contractor agrees to the following program success measures:

Process Objectives and Performance Measures

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

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

San Leandro Shelter

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

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

Sister Me Home Shelter

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

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

San Leandro Cooling Center

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

San Leandro Warming Center

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

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

Reporting & Evaluation Requirements:

For every participant served, Contractor will:

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

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

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

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

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

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

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

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

Quarterly Reporting Deadlines:

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

Program Monitoring:

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

Fiscal Compliance and Contract Monitoring:

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

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

Additional Requirements:

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

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

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

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

Certification/Licensure/ Confidentiality

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

EXHIBIT B1-1
TERMS AND CONDITIONS FOR PAYMENT

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

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

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

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

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

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

Terms and Conditions of Payment:

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

- iii. A cash advance may be granted only once a year at the beginning of the contract period for expenses associated only with Alameda County contracts and is not to exceed the equivalent of the value of the contract divided by the number of months in the contract.
 - iv. The cash advance must be repaid in cash and include a recoupment plan.
 - v. Any cash advance request must be in the form of a letter from the organization's Executive Director submitted to the supervising department, with a Cash Advance Request Form completed. Departments will review each request within three weeks and forward the request to the Auditor for processing. The reason for any denial will be stated in writing to the Contractor.
- B. Contractor shall invoice the County not more than monthly for actual expenses incurred.
 - C. The final invoice shall be for an amount not to exceed the remaining balance of the contract. The final invoice and accompanying reports must be received no later than **August 1, 2024**.
 - D. Budgets amounts may vary between line items only with HCSA written consent. Funds shall be used solely in support of the project's program budget.
 - E. All invoices must be accompanied by reports described in Exhibit A1 upon contract execution.
 - F. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of complete and accurate invoice, reports, and any other back up documentation, information, or reports as requested.

Invoicing Procedures:

A. Invoices must include:

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

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

Phonethip Hill: Phill@acgov.org

CC: CONTRACTSOHCC@ACGOV.ORG

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

- C. The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of consumer service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations. If payment of claims is to be delayed, the following procedures will be followed:
- a. Contractor shall be notified by telephone within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
 - b. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.
 - c. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections, or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

Sub-Contractor Requirements:

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

Financial Controls, Records, and Audit:

- A. Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- B. Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- A. The continuation of this Agreement and payments hereunder shall be subject to the availability of funds to the County of Alameda. Alameda County agrees to notify the Contractor in writing of any modifications related to changes in available funding.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

**EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 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 Boards of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.

Attentions : Kerry Abbott
1404 Franklin Street, Suite 300
Oakland, CA 94612

This certifies that the coverage

Described herein has been issued to: City of San Leandro

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

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

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

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

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

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

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

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

10-23-2023

Date


Authorized Signature

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

Certificate Number: FORM141764

Form C

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

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

CERTIFICATE OF COVERAGE

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

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

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

October 23, 2023

DATE



AUTHORIZED SIGNATURE

Leticia Naranjo, Risk Management Analyst

NAME AND TITLE

EXHIBIT D1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

Check if continued on attached page.

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

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

CONTRACTOR: City of San Leandro

PRINCIPAL: Fran Robustelli TITLE: City Manager

SIGNATURE: _____ DATE: _____

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

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

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

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

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

CONTRACTOR: City of San Leandro

PRINCIPAL: Fran Robustelli TITLE: City Manager

SIGNATURE: _____ DATE: _____