Monday, January 24th, 2022
1:00 p.m. - 3:30 p.m.

Zoom Link:  [https://us02web.zoom.us/j/82227753659](https://us02web.zoom.us/j/82227753659)
Meeting ID: 822 2775 3659
One tap mobile: +16699006833, 82227753659# US (San Jose)

Meetings are public. Homeless and formerly homeless Alameda County residents are especially encouraged to attend. Public Comment will be taken at the beginning of each meeting and is limited to 2 minutes per person. Click here to learn more about the public participation policy.

1. Welcome (C’Mone Falls, HUD CoC Chair) 1:00-1:05pm
2. HUD CoC Public Comment 1:05-1:15pm
3. Approval of Meeting Minutes, #10-11.16.21 and #11 – 12.07.21 1:15-1:20pm
   Action Item
4. Homeless System Updates (All) 1:20-1:25pm
   Update
5. Governance Update (Chelsea) 1:25-1:35pm
   Update
6. Point in Time Count Update 1:35-1:45pm
   Update
7. Management Entity MOU 1:45-2:00pm
   Action Item
8. NOFO Survey Results (Tirza) 2:00-2:20pm
   Update
9. CoC Consulting Contracts Overview (Natasha / Riley) 2:20-2:50pm
   Update
10. 2022 Work Plan Review and Approval 2:40-2:50pm
    Action Item
11. HMIS Oversight 2:50-3:15pm
    Update
    a. HMIS Oversight Committee 2022 Work Plan
       (a) HMIS Lead priorities and MOU
    b. Longitudinal System Analysis report
       (a) Status update
12. Emergency Housing Vouchers (Colleen) 3:15-3:20pm
   Update

13. YHDP Update/ Consulting Contracts Budget 3:20-3:30pm
   Action Item

14. HUD CoC Committee Upcoming Events
   a. Community Meeting – February 2nd 1:00pm-4:00pm
   b. Next meeting – February 28th 1:00pm- 3:30pm
Tuesday, November 16th, 2021
2:00 p.m. - 4:30 p.m.

**HUD CoC Members:** C'Mone Falls (City of Oakland), Paulette Franklin (Alameda County Behavioral Health), Marnelle Timson (Consumer Member), Paul Berry (Youth Action Board), Tunisia Owens (Family Violence Law Center), Riley Wilkerson (Alameda County Housing and Community Development)

**EveryOne Home Team:** Chelsea Andrews (Executive Director), Tirza White (Senior Director of Performance and Data Analytics), Katie Martin (Systems Planning Coordinator), Katie Haverly (Director of Research and Data Analytics)

**Members of the Public:** Hannah Moore (All In), Tony Pizano (Youth Action Board), Sahra Nawabi (Youth Action Board), Melvin Cohen (Building Opportunities for Self-Sufficiency),

**Absent:** Wendy Jackson (East Oakland Community Project), Lara Tanenbaum (City of Oakland)

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1. **Welcome (C'Mone Falls, HUD CoC Chair)**

2. **HUD CoC Public Comment**
   a. *None.*

3. **Approval of Meeting Minutes, #9- 10.19.21**
   a. Hannah Moore (All In) noted a correction in the spelling of Sahra Nawabi's name.
   b. C'Mone Falls (City of Oakland) moved to approve the minutes from 10/19/21 with the proposed revision.
   c. Paulette Franklin seconded.
      i. C'Mone Falls - Yes
      ii. Josh Jacobs - Abstain
      iii. Riley Wilkerson - Yes
      iv. Paulette Franklin - Yes
      v. Paul Berry – Yes
   d. Motion passed.

4. **Homeless System Updates (All)**
a. Josh Jacobs (City of Berkeley) announced that Margot Ernst is now the Housing & Community Services Manager for the City of Berkeley.

5. Youth Action Board and YHDP (Hannah/ Paul)
   a. Hannah Moore (All In) provided an update on the status of the Youth Homelessness Demonstration Program.
      i. There have been several meetings to determine how the planning grant will be spent.
      ii. A consultant with a background in youth-led programming and organizing will likely be brought into the process to assist with the planning stage. Members of the Youth Action Board (YAB) are taking meetings with candidates.
   b. The YHDP Kick-Off Community Meeting is happening on December 10th from 8:00 am – 12:00 pm.
      i. This is the first of several community events and focus groups that will occur in December and January.
      ii. To create the Coordinated Community Plan (CCP), input is needed from a broad range of stakeholders. The goal is to get a clear picture of the common challenges facing unhoused youth in this community, identify gaps in the system, and understand the challenges that exist for youth-oriented service providers.
   c. The Youth Action Board provided an overview of adultism.
      i. Paul Berry (Youth Action Board) explained that adultism is systemic. Young people are often mistreated due to their age, and their actions are controlled more than any other group in society, aside from institutionalized populations. Adultism can also take the form of age-related remarks such as “You’re so smart for your age.”
      ii. Sahra Nawabi (Youth Action Board) spoke on the philosophy of authentic youth collaboration, which requires adults to be intentional with their own decision-making power and recognize that to end youth homelessness, youth ideas and experiences must inform the process.
         • Hannah Moore (All In) acknowledged that this will be a huge shift, and it will be challenging but necessary for adults to think about these things throughout the process. She encouraged everyone to attend the Kick-Off Community Meeting, which will explain more about adultism and other barriers to authentic youth collaboration.

6. Governance Update (Chelsea)
   • Chelsea Andrews (Executive Director) provided updates on changes to the governance charter. Progress has been steady. The last Leadership Board meeting didn’t have a quorum, so that has created a slight delay.
• Beginning in January 2022, a Transition Working Group will convene. It will be comprised of about ten people, including committee chairs and members of the Leadership Board, and will focus on the implementation of the new governance structure and related discussions about the process for elections, staffing budget, etc.

• Once the Leadership Board approves the new governance charter, there will be a thirty-day waiting period for public input. It will then be presented to the membership body of EveryOne Home for a community vote. Membership is free and open to anyone.

• EveryOne Home was recently awarded a grant from the San Francisco Foundation and will be implementing a leadership training program to better facilitate onboarding approximately 35 individuals with lived expertise who will be joining the governance body next summer.

7. NOFO Overview (Chelsea)

• Chelsea Andrews (Executive Director) provided highlights about the final NOFO application, which was submitted to HUD ahead of the deadline. The results will likely be provided by HUD in March 2022.
  o All of the renewal projects are in Tier 1 and will be fully funded.
  o In Tier 2, $1.5 million is being recommended to support and expand HMIS. There are three additional projects in Tier 2, Rapid Rehousing for Transition Age Youth victims of violence, Rapid Rehousing for LGBTQ+ victims of violence, and a new Domestic Violence (DV) Coordinated Entry (CE) project.

  ▪ Hannah Moore (All In) requested additional information about the new DV CE project.

• Chelsea Andrews (Executive Director) explained that the proposal addresses a gap in the system that was brought to light by the challenges of coordinating referrals for Emergency Housing Vouchers.

• Tunisia Owens (Family Violence Law Center) explained that the project applicant is Building Futures, and Family Violence Law Center would be a sub-grantee. The goal of the project is collaboratively to create a form of Coordinated Entry for victims of gender-based violence.

• Fred Finch Youth Center's Turning Point Transfer Request
  o The Fred Finch Youth Center is requesting to transfer the $422,579 grant for their Turning Point Transitional Housing program to the Youth Employment Partnership (YEP).
They've identified challenges related to their operational funding, which is not sufficient to support the work they do on the program.

EveryOne Home has facilitated meetings with the Youth Employment Partnership, which is interested in utilizing the project as an expansion of the dormitories they're building now and expect to be completed around July.

The transfer is a formal process with HUD, and EveryOne Home is seeking approval to write a letter of support, to avoid losing those grant funds from this CoC.

- C'Mone Falls (City of Oakland) made a motion to approve the transfer of the Fred Finch CoC funds to YEP for their Youth Transitional Housing program.
- Paulette Franklin (Alameda County Behavioral Health) seconded.
  - C'Mone Falls - Yes
  - Josh Jacobs - Yes
  - Riley Wilkerson - Yes
  - Paulette Franklin - Yes
  - Paul Berry - Yes
  - Tunisia Owens - Abstain
  - Marnelle Timson – Yes
- Motion passed.

8. PIT Count (Katie H./Kathie Barkow (Aspire)/Peter Connery (ASR))

- Kathie Barkow (Aspire Consulting) provided a brief overview of past methodology for the Point in Time (PIT) Count, and the changes introduced in 2022.
  - Since 2017, the county has used the services of Applied Survey Research, a firm that produces research for many other counties in the area.
  - The methodology used is a "street blitz," where teams conduct a visual count that covers all 360 census tracks in Alameda County. The enumeration will take place on January 25th, 2021, and that is augmented by a random sampling survey during the subsequent two weeks.
  - There are some modifications this year.
    - Electronic tools will be used. Maps will be available to the survey team electronically. The tally during the visual count will be recorded using a smartphone app. The online sign-up process for volunteers is more robust and allows them to select from available tracks they want to cover.
    - This and other changes will allow for an earlier release of data.
    - It has been a priority to embed a race and equity focus into the PIT Count this year, which is reflected in the structure, questions, and disaggregation of data.
• In light of COVID, the process of matching volunteers and guides has changed. Teams will be created and given site assignments in advance, rather than at a gathering point on the morning of the count.
• Outreach teams have a larger role and will be taking some of the highest density tracks where people are living in particularly difficult environments.
• The outreach teams have been asked to assist in recruiting people with lived experience, ideally those they have been able to establish a relationship with before the count.

• Peter Connery (ASR) presented the PIT Count methodology used in the past, and changes implemented this year.
  o Outreach teams will focus on high-density tracts, and teams of volunteers and program staff will focus on lower-density ones.
  o Of the 360 tracts in the county, the working goal is that 250 will be covered by outreach/guide teams. The remaining 100 would then be covered by volunteers and program staff teams.
  o Fewer guides will be involved this time; in 2019 there were 165. Outreach teams have been encouraged to integrate guides into the process due to the value they add to the process. Some already have individuals with lived experience embedded in the team.
  o A significant change is that volunteers this time will be asked to sign up as a group, such as families, co-workers, or neighbors. This is to ensure volunteers are safe and comfortable, as they will be sharing close quarters with their group in the confines of a vehicle.
  o The count will happen on January 20th around daybreak, roughly 5:00 am-6:00 am.
  o The planning team is currently looking to develop a regional coordinator position to help be a liaison between the outreach teams, program workers, and volunteer teams on how to effectively cover their areas.
  o The survey questions this year will address questions related to race and equity.
  o Outreach efforts targeting certain subpopulations will be part of the process.
    ▪ It’s known that youth are undercounted, and several strategies are being used to improve data collection, including conducting the count during the afternoon and evening; coordinating with youth advocate agencies; and having “Come and Be Counted” events at youth-based service sites.
    ▪ Individuals who live in encampments that are remote or difficult to access will be able to report a headcount of that encampment on the day of the PIT Count.
    ▪ Vehicle outreach is currently underway, as are efforts to improve enumeration of people living in vehicles. It’s evident that individuals residing
in vehicles have different ways of navigating the county, and successful outreach requires the recruitment of people who are currently experiencing this form of homelessness. Other strategies are dedicated vehicle routes and working directly with safe parking staff.

- Unsheltered families are difficult to enumerate for every CoC. HUD requires confirmation of where the family slept the night before for them to be counted. Efforts are being made to improve this aspect of the count. Family homeless advocates have been sought out to assist and provide insight.

- Hannah Moore (All In) asked for clarification about what it means to conduct a visual youth count, and how it can be done without relying on assumptions.
  - Kathie Barkow (Aspire Consulting) explained that youth volunteers and their team leads approach potentially homeless youth and use a scoring tool for this purpose. They ask questions and record the responses; there are protocols if the person refuses to answer. Information is also gathered that helps prevent duplication.
  - Peter Connery (ASR) added that youth recruitment is critical to the process because they know their area and many of the other unhoused youth there. They also can help account for the youth who make a point of avoiding the service centers entirely.

- Paul Berry (Youth Action Board) asked if the count is conducted even if the weather that day is bad.
  - Kathie Barkow (Aspire Consulting) confirmed that it does, and part of the training for volunteers includes preparing them for different weather scenarios. There will be regular communications with those involved, as well as a helpline they can call and reach someone who can assist them with any challenges that arise.

- Paul Berry (Youth Action Board) questioned whether the results of the count would be accurate if conducted in poor weather conditions because many people would likely not be sleeping where they normally would if it was raining.
  - Katie Barkow (Aspire Consulting) acknowledged that it does impact the count, and that’s true for all CoCs.
  - Peter Connery (ASR) added that the size and scope of the PIT Count make it virtually impossible to postpone. Weather conditions do sometimes result in a small dip in volunteers, but not enough to prevent the count from being conducted. He also noted that there’s an opportunity when submitting the data to HUD to explain any factors that may have caused the count to increase or decrease.

- C’Mone Falls (City of Oakland) requested clarification about the survey, the decision to solicit feedback from the community, and whether it would be coming to the HUD CoC Committee for approval.
Katie Haverly (Director of Research and Data Analytics) explained that feedback has been obtained, and revisions are being made to the survey based on that. It will then be posted online for a public comment period.

Chelsea Andrews (Executive Director) added that the HUD CoC Committee votes on the PIT Count methodology, but not the survey.

- Josh Jacobs (City of Berkeley) moved to approve the PIT Count methodology.
  - Marnelle Timson (Consumer Representative) seconded.
    - C'Mone Falls - Yes
    - Josh Jacobs - Yes
    - Riley Wilkerson - Yes
    - Paulette Franklin - Yes
    - Paul Berry - Yes
    - Tunisia Owens - Yes
    - Marnelle Timson – Yes
  - Motion passed.

- C'Mone Falls (City of Oakland) asked if a link could be provided for the site where volunteers can sign up, and asked if there is a separate link where individuals who have experience relevant to the youth count can sign up to assist with that.
  - Kathie Barkow (Aspire Consulting) responded that EveryOne Home has a page where anyone interested in updates on the process can sign up for those.
  - The official registration site will go live the week after Thanksgiving.
  - Anyone who is part of an outreach team is encouraged to contact her directly because outreach teams are currently being recruited.
  - The next Youth Count meeting is on December 13th from 2:00 pm - 4:00 pm. EveryOne Home will be sending out the invitation with the Zoom link, and anyone interested in the Youth Count should sign up for those updates on EveryOne Home’s site.

9. **HMIS Oversight Update** (Mike Keller & Nic Ming)
   a. The HMIS Oversight Committee has been reevaluating its work plan, and there's a strong desire to ensure that its priorities are in line with the HUD CoC Committee's wishes. The HMIS Oversight Committee chair requested an opportunity to present the question and provide updates.
     i. Nic Ming (Social Impact Wheel) presented an overview of the MOU between EveryOne Home on behalf of the CoC and the HMIS lead, and noted the priorities that were outlined when it was signed, and are now being reviewed for prioritization.
ii. Mike Keller (East Oakland Community Project) presented the working draft of the 2022 work plan. Goals that have been identified include:

1. Supporting the HMIS lead at HCD to improve data quality across the system. Proposed strategies are creating a new funder liaison role, which would help funders follow up with their grantees about data quality problems. Another is working with the HUD CoC Committee to jointly reach out to those organizations.

2. Monitoring the HMIS lead was originally on the 2021 work plan for this part of the year. The committee recommends taking additional time to build a tool and monitoring process that can be transitioned to the System Impact Committee under the new governance structure. The monitoring would then be conducted in late June 2022.

iii. Additional goals will be addressed in workgroups, such as how to better review targeted data to identify trends and areas where data quality is falling short, and how to include race equity measures.

iv. There’s also strong interest in connecting the HMIS Oversight Committee with the Results-Based Accountability (RBA) committee since the RBA’s work is based on HMIS data analysis. The two committees are looking at potentially merging under the new governance structure.

b. Melvin Cohen (Building Opportunities for Self-Sufficiency) asked about the stated goal of working racial equity into the data utilization process, and what that means – what would be measured, and how would it be possible to achieve a goal related to that?

i. Chelsea Andrews (Executive Director) responded that the new governance structure has been developed in a way that will facilitate monitoring equity. The first step will be a Racial Equity Work Group that will focus on creating and determining data points that need to be tracked by each committee. Both the RBA and HMIS Oversight committees have begun discussing this.

c. Mike Keller (East Oakland Community Project) concluded that any way the HMIS Oversight Committee can deepen its capacity is something they want to focus on. That committee exists to connect the HMIS lead with the CoC. While they regularly get feedback from the HMIS lead, they want to ensure they’re pursuing the priorities of both entities when making decisions.

d. Tirza White (Senior Director of Performance and Data Analytics) added that HCD had an opportunity to present its updated priorities, and the drafted work plan reflects those. The purpose of this agenda item was to give the HUD CoC Committee that information and let the committee know they will return in February with a final draft of the HMIS Oversight Committee’s work plan as an action item for approval.

10. Emergency Housing Vouchers (Colleen)
a. The total number of Emergency Housing Vouchers is 875, and 868 people have now been matched. 455 applications have been submitted to Public Housing Authorities (PHAs). 222 vouchers have been issued. There have been 17 lease-ups.

i. Regarding the 10% set aside for the gender-based violence community, 26 interest forms have been submitted, which is the first step in that process. The facilitation of matching individuals with Public Housing Authorities (PHAs) is separate and somewhat different because anonymity is necessary.

ii. Of the 9% set aside for Transitional Age Youth (TAY), there have been 152 notifications sent, 54 assignments to PHAs, and 21 applications submitted to PHAs.

1. Hannah Moore (All In) asked for elaboration on the discrepancy between the number of TAY assigned to a PHA and the number of applications submitted.

   a. Part of the TAY workflow is the submission of an interest form, to match them with the right PHA and avoid the process of porting the voucher to a different one. While 54 individuals submitted those and were assigned a PHA, many have not completed their application yet, which requires supporting documents and can be a lengthy process.

2. C'Mone Falls (City of Oakland) requested clarification about the low number of vouchers that are being used with a lease.

   a. Many of the individuals who haven’t leased up yet are currently housed through the Project Roomkey Housing Transitions program and will be using the voucher for the unit they currently occupy. Switching the subsidy is a slow process, and it includes scheduling a unit section by HUD, and other external factors.

   b. C'Mone Falls (City of Oakland) asked how long this low utilization number could be deemed reasonable, and when the CoC should be concerned by it.

      i. Colleen responded that this is comparable to the numbers other communities are seeing, and it's moving at a consistent pace. Currently, the program is still working with priority groups; if they can’t successfully use all the vouchers for those groups, the focus will shift and the remaining vouchers will be an opportunity accessible to others.

11. Annual C.E. Assessment (Colleen)
• Colleen Budenholzer (HCSA) provided an overview of HUD's Self-Assessment Tool and the key findings from the self-assessment conducted by the Coordinated Entry Management Entity.
  o The assessment was for 2020. As it's nearing the end of 2021, the findings mostly highlight what has been implemented this year, and what gaps need to be addressed. COVID response was a significant area of focus in 2020, so that dominates a lot of the findings.
  o Many aspects of Coordinated Entry 2.0 were in the planning stage in 2020. This includes things that have since been implemented, such as Housing Problem Solving, easily accessible training, the development of a crisis queue to match shelter and transitional housing resources, and the adoption of a standard grievance policy.
• C'Mone Falls (City of Oakland) noted that the action item doesn't directly relate to the Self-Assessment.
• Chelsea Andrews (Executive Director) explained that the HUD CoC Committee has received a recommendation to postpone the annual Coordinated Entry Evaluation until 2022 and use the findings of the Self-Assessment to satisfy the C.E. monitoring requirement.
  o The recommendation was initially voted on by the Results-Based Accountability committee in August. It was then sent to the System Coordination Committee, which also voted to approve the recommendation and send it to the HUD CoC Committee.
• Josh Jacobs (City of Berkeley) raised concerns about not having that data for the next NOFO, as it would be very helpful for applicants.
• Chelsea Andrews (Executive Director) noted that if the recommendation is adopted, a committee will form to plan out the monitoring process and its timeline.
• Katie Haverly (Director of Research and Data Analytics) clarified the difference between Coordinated Entry Evaluation and Coordinated Entry Self-Assessment.
  o The Coordinated Entry Evaluation was last conducted by the RBA Committee in 2019. It is a comprehensive report that includes multiple forms of data collection, including focus groups, and an in-depth analysis of that data. The RBA Committee voted to postpone it in August, and the recommendation doesn’t specify when in 2022 it should occur.
• Josh Jacobs (City of Berkeley) suggested adding language to the motion requesting that it happen as soon as possible, ideally before June 2022.
  o Katie Haverly (Director of Research and Data Analytics) confirmed this is a reasonable request, and aligns with the priorities of the RBA Committee.
C’Mone Falls (City of Oakland) made a motion to approve the RBA and SCC recommendation to postpone the Coordinated Entry Evaluation and to have a report back by the end of the first quarter, June 2022.
  o Josh Jacobs (City of Berkeley) seconded.
    ▪ C‘Mone Falls - Yes
    ▪ Josh Jacobs - Yes
    ▪ Riley Wilkerson - Yes
    ▪ Paulette Franklin - Yes
    ▪ Paul Berry - Yes
    ▪ Tunisia Owens - Yes
    ▪ Marnelle Timson – Yes
  o Motion passed.

12. 2022 Workplan (Executive Session)
   a. C’Mone Falls (City of Oakland) announced that a special executive session of the HUD CoC Committee will be scheduled in December or January, so the committee can work together on building out the 2022 work plan.

13. HUD CoC Committee Upcoming Events
   a. Next meeting – January 24th 2022, 1:00pm - 3:30pm
MOU between Alameda County Health Care Services Agency, Designated Management Entity for Alameda County’s Housing Crisis Response System’s Coordinated Entry process, and the Alameda County Continuum of Care (CoC)

This Memorandum of Understanding (MOU) is entered into between the Alameda County Health Care Services Agency Office of Homeless Care and Coordination, hereafter known as the “Management Entity,” and the Oakland-Berkeley-Alameda County Continuum of Care.

I. PURPOSE

The purpose of this MOU is to memorialize the understanding and working relationship between the Health Care Service Agency acting as the Coordinated Entry Management Entity and the CoC leadership in the development, implementation, oversight and evaluation of the Alameda County Coordinated Entry (CE) process.

The MOU reflects the following:
1. Clarity and understanding of roles and responsibilities among the Management Entity and CoC leadership under the MOU.
2. Clear and responsive processes for making time-sensitive policy decisions that ensure the appropriate and continued functioning of CE.
3. Process for reaching agreed upon and approved CE design and workflow and maintaining the associated Policy manual that is regularly reviewed, evaluated and modified as needed to meet shared goals.
4. Agreed upon roles and cooperation to ensure adequate resource availability to implement the CE design and workflow.
5. Agreed upon process to develop and implement data collection and reporting expectations of the Management Entity.
6. Additional expectations for roles related to other aspects of the CE system including training, grievance procedures and other anticipated areas of work.

II. DEFINITIONS

- **Continuum of Care (CoC):** a geographically based group of representatives that carries out the planning responsibilities of the Continuum of Care program pursuant to HUD regulations. These representatives come from organizations that provide services to the homeless, or represent the interests of the homeless or formerly homeless.
- **Alameda County Continuum of Care leadership:** the CoC Board for the County of Alameda as reflected in its governance charter.
- **Coordinated Entry Process:** A centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- **HUD:** United States Department of Housing and Urban Development
- **Management Entity:** Entity designated by the CoC Board to implement day-to-day workflow of the Coordinated Entry process. Management Entity responsibilities include establishing day-to-day management structures, a clear and accessible communication plan, promoting standardized screening and assessment processes, developing and delivering training and conducting monitoring.
• **Policy Oversight Entity**: The CoC Board or a designated Committee of the CoC which reviews policy and establishes participation expectations, and data collection, quality and sharing protocols.

• **Evaluation Entity**: Entity designated by the CoC Board to plan annual CE evaluation, collect data, evaluate CE implementation process for effectiveness and efficiency and identify policy and
process improvements. The Evaluation Entity may be the CoC Board, the Policy Oversight Entity or another committee of the CoC, but may not be the Management Entity.

- **Access:** The method by which people experiencing a housing crisis learn that coordinated entry exists, access crisis response services, and are connected to the process to determine through assessment which intervention might be most appropriate to rapidly connect those people to housing.

- **Assessment:** The use of one or more standardized assessment tool(s) to determine a household’s current housing situation, housing and service needs, risk of harm, risk of future or continued homelessness, and other adverse outcomes.

- **Prioritization:** The coordinated entry-specific process by which all persons in need of assistance who use coordinated entry are ranked in order of priority.

- **Referral:** The process by which persons who are prioritized for available resources within the Coordinated Entry process are connected to the resource(s) for which they are prioritized and eligible. Referral process includes eligibility screening, monitoring project availability, enrollment coordination, managing referral rejections, and tracking the status of the referral throughout the referral process.

### III. BACKGROUND ON COORDINATED ENTRY IN ALAMEDA COUNTY

- The U.S. Department of Housing and Urban Development (HUD) requires via law and regulation and annual NOFA process that every community that receives HUD CoC and ESG funding design, adopt, operate and evaluate a Coordinated Entry process consisting of defined components for ensuring access, assessment prioritization and referral to a community’s resources.

- The State of California has adopted requirements similar to those of HUD for certain State resources; and jurisdictions within Alameda County including the County and cities have also adopted certain requirements for programs to participate in the Coordinated Entry process.

- In 2016, the community developed an initial Coordinated Entry design which was adopted and/or incorporated into contract expectations by the CoC Committee, EveryOne Home Leadership Board the County of Alameda and many of the cities. In 2017, the CoC through EveryOne Home developed a system manual to document policies and procedures related to the operation of county-wide Coordinated Entry. The guiding principles in the Continuum of Care Governance Charter and the System Manual are the current documents reflecting the agreed upon Coordinated Entry design and process, as amended and modified since implementation.

- Funding for the Coordinated Entry process was initially secured and provided through partnership between the CoC, the County Health Care Services and Housing and Community Development agencies with significant support and resources contributed and committed by local cities and providers to develop and operationalize coordinated entry across the region.

- The Alameda County Homeless Management Information System (HMIS) is the primary data system to be used for Coordinated Entry.

- HUD requires that CoCs designate a Management Entity to oversee the day-to-day operations of the Coordinated Entry process. The CoC Committee designated the System Coordination Committee (SCC) to lead the process for selection of a Management Entity and in 2020 the SCC and CoC Committees issued a Request for Interest for parties interested and able to serve as the Management Entity.

- The Alameda County Health Care Services Agency Office of Homeless Care and Coordination (HCSA-OHCC) applied and was selected by the HUD CoC Committee in June 2020 to serve as the Coordinated Entry Management Entity.
IV. TERM

1. This MOU is executed for an initial three-year term, beginning_________________ and expiring ___________ unless extended in writing.

2. The Management Entity and the CoC leadership will hold at least an annual review of the MOU including the scope of expectations, proposed CE budget and staffing, and other considerations listed below, and update it as needed during this period.

3. At the end of the three-year period the Management Entity and CoC leadership may determine to extend this MOU or to enter into a new or different arrangement.

4. Either Management Entity or the CoC leadership may terminate the MOU with 90 days’ notice to the other.

5. Good faith efforts to resolve differences including updating or reopening the MOU or other arrangement will be made before moving to terminate.

V. ROLES AND RESPONSIBILITIES

A. Designation of the System Coordination Committee as the Policy Oversight Entity

1. The Continuum of Care leadership currently designates the System Coordination Committee to serve as the Policy Oversight Entity and delegates to it the responsibilities of the Policy Oversight Entity included in this MOU. This designation may be reconsidered or changed and would be reflected in modifications to the Governance Charter and revisions to this MOU.

2. The CoC leadership shall exercise appropriate oversight of the Policy Oversight Entity to ensure that the Coordinated Entry process is developed, implemented and evaluated consistent and compliant with the requirements of the U.S. Department of Housing and Urban Development. The attached organizational chart reflects current reporting relationships.

   a. The SCC, the currently designated Policy Oversight Entity, and CoC Board will put in place mechanisms to ensure that the CoC leadership is apprised and consulted on any significant changes or issues that would potentially generate compliance concerns, could threaten or potentially impact any funding for Coordinated Entry or threaten or impact Alameda County’s standing with HUD in general.

   b. CoC Board will designate what items, in addition to an annual review of the policies, must come for ratification or oversight and communicate those to the Policy Oversight Entity. Such designation shall be made with consideration for the timeliness of decisions and to avoid multiple approval or oversight steps whenever possible.

   c. CoC Leadership will be consulted and will determine what actions to take if any program or entity required to participate in coordinated entry based on Federal requirements is not participating in good faith as required, and will determine what actions (whether through the annual NOFA application process or some other manner) to compel or impact for non-participation.
B. Staffing Support to the Policy Oversight Entity

The Management Entity and staff supporting the CoC, currently Everyone Home (EOH), a project of the Tides Center will share the responsibilities of staffing the Policy Oversight Entity for all work related to the oversight and decision making for Coordinated Entry.

1. The Management Entity will:
   a. Work with the co-chair(s) and staff supporting the CoC leadership to set the agendas.
   b. Inform, present and facilitate discussions on items related to Coordinated Entry policy and decisions.
   c. Prepare materials in advance for distribution to the Policy Oversight Entity members.
   d. Document decisions made and ensure that decisions are reflected appropriately in the Housing Crisis Response System and Coordinated Entry Policy and Procedure Manual (see E. below).
   e. Work with the nominating committee and/or the CoC Leadership to develop and update the Policy Oversight Entity membership criteria, roles, and responsibilities to ensure diverse representation and knowledge and experience with Coordinated Entry.

2. Staff supporting the the Policy Oversight Entity (Currently EOH) will:
   a. Convene and host the meetings.
   b. Work with the co-chairs and the Management Entity to set the agendas.
   c. Support the co-chairs to facilitate the meeting.
   d. Finalize and send out the agenda, materials, and other notices.
   e. Maintain a distribution list of members and others to keep informed.
   f. Take and post notes.
   g. Ensure that public participation policy and other rules of meeting procedure are followed.
   h. Following the Governance Charter, work with Management Entity to determine whether the Policy Oversight Entity has an appropriate and diverse range of experience and perspective to advise on and provide oversight to the Coordinated Entry process, and refine membership criteria, roles, and recruiting efforts as needed.

C. Design and Participation in the Coordinated Entry Process

The overarching design and form of coordinated entry process must cover four required areas: Access, Assessment, Prioritization and Referral to a range of programs models and type that constitute the Housing Crisis Response System. Certain programs are required to participate in the CE process including those designated by Federal and State funding requirements. Other programs are considered desirable or would be welcome partners in the CE process and will be invited and encouraged to participate.

1. Management Entity will:
a. Develop, with input, and bring to the Policy Oversight Entity for review and approval any significant changes to the overall design of the Coordinated Entry process, including approaches for Access, Assessment, Prioritization and Referral.

b. Bring for approval any proposed significant changes in the design or delivery of CE funded services that change Access.

c. Make recommendations for the desired scope or preferred inclusion of resources/program types in CE beyond those required by law or regulation to participate and suggest methods to encourage participation.

d. After consultation with stakeholders and funders, make recommendations for how, and which resources/program types are prioritized.

e. Work to outreach and engage new partners including through working with other public and private funders, and with other programs to encourage participation or collaboration.

f. Identify and report to the Policy Oversight Entity whether those programs and entities required to participate and those designated as desirable to participate are doing so.

g. Ensure that the approved design, participation requirements, and any modifications are clearly described and reflected in the Policies and Procedures (See E. below), along with, supporting forms and guidance, and in any other documents such as marketing materials or public communications.

2. Policy Oversight Entity will:

a. Work with Management Entity to define and clarify the overall design of Coordinated Entry, its intent and guiding principles.

b. Consider and approve any significant proposed changes in any of the four components of Coordinated Entry: Access, Assessment, Prioritization or Referral, or other areas of Coordinated Entry design.

c. Consider Management Entity recommendations and make recommendations for the desired scope or preferred inclusion of resources/program types in CE beyond those required to participate (note that for some programs types and resources these will be recommendations only as funders retain final determination of whether to require participation.)

d. Consider Management Entity recommendations and make recommendations for how, and which, resources/program types are prioritized (note that for some programs types and resources these will be recommendations only as funders retain final determination of prioritization for resources.)

e. Consider and adopt significant changes to other required policies listed separately below such as training, evaluation and the appeals process.

D. Operations of Coordinated Entry Process:
The Management Entity shall have primary responsibility and authority to make and implement all operational decisions to manage the day-to-day work of the CE process and to ensure participation in CE.

1. **Management Entity will** have all required responsibilities listed in the “Core Operational Functions for Coordinated Entry Management Entities” including but not limited to:

   a. Facilitate CE-related working groups, committees, and forums to coordinate and standardize referrals and monitor and review the CE process.
   
   b. Establish a clear, accessible communication plan with specific coordination methods for each part of the CE process.
   
   c. Develop and deploy a marketing strategy that clearly and transparently shows how and where people can access the CE system.
   
   d. Manage all PR requests.
   
   e. Support implementation of system-wide problem solving/diversion strategy.
   
   f. Manage transition/transfer protocols for different subpopulations within Access points.
   
   g. Standardize screening and assessment processes.
   
   h. Manage an updated inventory of CE resources.
   
   i. Manage the centralized priority list for housing resources for all populations.
   
   j. Manage the referral, matching and placement process including any case conferencing or other input process.
   
   k. Coordinate CE data collection, management and reporting with HMIS lead and HMIS software provider.
   
   l. Establish and operationalize a continuous quality improvement (CQI) process.
   
   m. All other functions or requirements that are necessary to ensure that the Coordinated Entry process is conducted in an accessible, standard, fair, and consistent manner and connects households to the appropriate service or resource in a timely manner according to requirements outlined by HUD.

2. Except as specified in this MOU, the Management Entity shall have sole authority to identify and act upon all operational issues.

3. The Management Entity will report periodically, as described in VI.A.3 below, to the Policy Oversight Entity on the progress of operations, achievements, challenges or concerns, and future plans.

E. **Develop, Maintain and Disseminate Coordinated Entry Policies and Procedures**

HUD requires CoCs to develop and maintain policies and procedures covering a wide variety of CE practices including, but not limited to, geographic coverage and access including for specific

populations; the assessment, prioritization and referral process and criteria/factors; privacy protections, appeals, marketing, outreach, prevention and evaluation.

1. **Management Entity will:**
   a. Have responsibility to draft, update and maintain all Coordinated Entry policies and procedures and record and share them in an agreed format.
      i. **Policies** included in the official record of policies shall be those presented to and adopted by the Policy Oversight Entity or otherwise required to be adopted or incorporated by HUD, the State or another regulatory or funding entity.
      ii. **Procedures** designating steps and activities necessary to operationalize policies are not subject to approval but will be presented for information and reviewed not less than annually. Members of the Policy Oversight Entity and other interested parties may be asked to participate in the development or review of procedures.

2. **Policy Oversight Entity will:**
   a. Consider, with Management Entity input and recommendations, and adopt a format for the recording and dissemination of adopted policies that apply to Coordinated Entry.
   b. Not less than annually the Management Entity and Policy Oversight Entity will jointly review for any needed updates to the Policies and Procedures and any changes not previously reviewed and provide feedback.

F. **Training**
Regular and high-quality training is a recognized need and current gap in the existing Coordinated Entry system. HUD requires at least annual training opportunities to organizations or staff persons at organizations that serve as access points or administer assessments. HUD recommends additional training in culturally and linguistically competent assessment practices, trauma informed techniques and safety planning.

1. **Management Entity will:**
   a. Consult with Policy Oversight Entity on needed and desired training, subject to available resources.
   b. Prepare annual training plan and training protocols.
   c. Provide system-wide training to CE staff and/or host learning communities or other practices to ensure training is provided on standard practices necessary to implement CE, as reflected in agreed to plan.
   d. Provide an annual report on training delivered, including content, attendance and results, and a plan for the coming year.

2. **Policy Oversight Entity will:**
   a. Review annual plan and also review any recommended trainings from HUD and make recommendations for additions, changes or approaches.
   b. Give feedback from annual report and help set new plan for coming year.
VI. REPORTING, TROUBLE SHOOTING AND EVALUATION OF CE PROCESS

A. Management Reports

1. Management Entity is responsible for providing Policy Oversight Entity with periodic and regular CE Management reports that reflect on the operations and outcomes of the CE system, including an equity review.

2. Management Entity and CoC leadership will work together to review the content and frequency of proposed quantitative/data reports building on those previously described in the RFI and determine:
   a. How they need to be modified to align with the system modeling and to center racial equity;
   b. How the reports and measures fit in with the Results Based Accountability and work already occurring;
   c. What else may be needed to determine how the CE process is functioning and outcomes of the process;
   d. Which reports are most feasible to begin with; and,
   e. Set priorities for reports and establish a calendar for reporting.

3. In addition to the data reports, Management Entity will provide regular update reports on operations to the Policy Oversight Entity covering work undertaken in the period, achievements, challenges facing and what is planned for the next period.

4. Frequency of reporting
   a. Data-based Management Reports will be presented in accordance with an agreed to calendar, not less than quarterly once they are able to be generated.
   b. For the first year, Update Reports will be presented quarterly; as the Management Entity work is more standardized and significant changes are more infrequent these reports may become semi-annual.

5. Twice a year, the Management Entity and Policy Oversight Entity will jointly report to and apprise the CoC leadership of progress, major policy changes and outcomes for Coordinated Entry.

B. Grievance/Appeals Process

HUD requires that a CoC’s written policies and procedures include a process by which individuals and families may appeal Coordinated Entry decisions.

1. Management Entity will:
   a. Develop a proposed grievance and appeal policy and process.
   b. Operationalize the grievance and appeal process, including dedicating staff time to this purpose.
   d. Reports will include volume of complaints and appeals, demographics, and type of grievances and examples of resolutions.
2. **Policy Oversight Entity will:**
   
a. Review, provide feedback and approve the policy.

b. Review the functioning of the process in aggregate but will not review information regarding individual cases or respond to individual grievances.

c. Include information generated from the process in its annual evaluation and in informing areas for further refinement or improvement.

### C. Annual Evaluation

HUD requires that CoCs solicit feedback at least annually from participating projects and from households that participated in Coordinated Entry during that time period. Solicitations must address the quality and effectiveness of the entire Coordinated Entry experience for both participating projects and households. This activity may be undertaken by the CoC Board, the Policy Oversight Entity or another entity designated by the CoC Board, but must not be undertaken by the Management Entity.

1. **Management Entity will:**
   
a. Work with the Policy Oversight Entity to develop the scope for any outside evaluation work.

b. Will not retain a vote in the selection process for an Evaluation Entity if one is to be selected through a competitive process, but is able to participate in review and discussion.

c. Will provide access to a selected Evaluation Entity as needed to conduct its work, including to Management Entity staff and materials.

2. **The Policy Oversight Entity will**
   
a. Lead the annual evaluation process including:
      
i. Work with Management Entity to develop a scope of work for the evaluation and to determine whether a third-party Evaluation Entity will be engaged.

ii. Develop and run the process for selecting an outside Evaluation Entity if one is to be used.

iii. Make a recommendation to the CoC Committee on the selection of the Evaluation Entity if one is selected.

iv. Review and forward to the CoC Committee all drafts and final reports/deliverables from any outside Evaluation Entity.

### VII. RESOURCES NEEDED TO CARRY OUT CE FUNCTIONS

#### A. Coordinated Entry Funding

Resources are needed to carry out the Coordinated Entry functions, both for the operational and monitoring functions of the Management Entity itself and for the community organizations contracted to deliver CE and related services such as housing program solving, assessment, matching and navigation services.

1. **Management Entity will:**
a. Provide an annual budget to the Policy Oversight Entity and the CoC Leadership and communicate at least annually, and more frequently if needed, about the scope of activity supported by the current funding and unmet funding needs.

i. Response to RFI contains an initial budget and identified gap. Final budget to be produced by the end of October 2020 and then each year by June 30 for the following fiscal year.

b. Receive or coordinate and manage funding that comes into Alameda County from Federal, State, local or other sources specifically dedicated for the CE process.

c. Consider and be brought into any discussions with CoC Leadership and the Collaborative Applicant about current and future funding that could be used for CE purposes, and where it is best applied.

d. Pursue other funding that may become available for the CE process as the lead entity or grantee unless another entity is specifically required as applicant or grantee.

e. Issue contracts and fund operators/providers of services that are part of the CE process including determining who to contract with, developing contracts and managing the selection process and monitoring such contracts.

2. The Policy Oversight Entity and the HUD Continuum of Care Committee will:

a. Take actions as needed to support the continuing receipt of resources for Coordinated Entry from Federal, State and local entities.

b. Participate as needed with the Management Entity in efforts to generate new resources for this process to fill funding gaps and ensure that the approved design, staffing, etc. is able to be supported.

c. Not ask or require Management Entity to take on activities for which there is no funding.

B. Management Entity Staff and Structure

Management Entity is required to provide appropriate staffing levels to fulfill the tasks designated to it under this MOU and other arrangement or requirements as may be adopted, dependent on the availability of funding.

1. Management Entity will:

a. Determine staff needs, hiring, supervising and in generally ensuring appropriate staffing.

i. The Response provided by HCSA to the RFI includes an initial expectation of approximately 12 staff (see RFI response). This number may change depending on needs and resources.

b. Management Entity will present an annual proposed staffing plan along with the budget for review by Policy Oversight Entity.

2. Policy Oversight Entity will:

a. Undertake an annual review of current and proposed staffing including:
i. Review an organizational chart and designated positions.

ii. Provide feedback or expressing concerns or considerations.

b. Policy Oversight Entity may make recommendations but will not make final decisions about specific staffing roles or budget items and will not participate in any decisions about hiring or supervision.
Approved this ___ day of ________, 2021 by

COUNTY OF ALAMEDA

By:_____________________________________
    Colleen Chawla, Director
    Alameda County
    Health Care Services Agency

ALAMEDA COUNTY COC BOARD

By: C’Mone Falls

 _____________________________
Chair, CoC Committee
AND
Moe Wright

 _____________________________
Chair, Leadership Board
Coordinated Entry Management Entity
DRAFT MOU

Presented: August 5, 2020
Background

• 2018-19: National TA team helped community identify need for Management Entity (ME)
• June 2019 – March 2020: CoC and SCC set process for selecting ME
• March 2020 RFI issued;
• May 1: RFI deadline, review proposals and HCSA selected
• June/July: Pre meetings, outline drafted and two joint meetings of HCSA and CoC/EOH
• August: Draft document
Timing: MOU and other CE Work

Today: Meeting of SCC/CoC Ad-hoc group to review Draft MOU

August 6-12 – negotiators convene to address comments/feedback from ad-hoc group
  • August 12 - SCC consider recommendations from CE Working Group

August 18 - meeting of CoC Committee to approve MOU

August 19 – Sept 8 – Internal County process to have County Counsel review, HCSA prepare Board letter etc.
  • September - training on new CE work flow, HPS and CE set up in HMIS

September 22 - MOU to Board of Supervisors
  • October 1 – Launch new CE set-up
I. Purpose of MOU

1. Clarify roles and responsibilities among the parties to the MOU;
2. Establish processes for making time-sensitive policy decisions;
3. Establish process for reaching approved CE design and workflow;
4. Agree to roles and cooperation to ensure adequate resource availability to implement the CE design and workflow;
5. Establish process to agree upon and implement reporting;
6. Outline additional expectations for roles related to other aspects of the CE system including training, grievance procedures and other anticipated areas of work.
Introductory Sections (II. – IV.)

II. Definitions of terms used in MOU

III. Background
• Coordinated Entry as a federal and State requirement;
• Current process captured in adopted principles and manual;
• Recognition of need for a Management Entity (ME); CoC/SCC issued RFI and selected HCSA.

IV. Term
• Start as three years; renewable
• At least annual Review
• 90 day termination clause; commitment to negotiate before termination
V. Roles and Responsibilities

A. CoC Designates SCC as Policy Oversight Entity (POE)
   1. Designates to SCC things in the MOU for POE
   2. CoC retains general oversight and annual approval of policies; will work to designate what needs to review

B. HCSA and EOH (on behalf of SCC) jointly staff for CE work
   1. ME helps set agenda, prepares materials; presents and documents decisions in P & P manual
   2. EOH supports chairs, notices and convenes, takes and post notes, ensures rules of committee work followed,
   3. SCC/CoC work with ME on membership
V. Roles and Responsibilities

C. Design and Participation in the Coordinated Entry Process
   1. ME and POE work together to define design and required and desired participation
   2. ME maintain Policy and Procedures to reflect design and participation decisions
   3. POE approve design changes; recommend participation goals

D. Operations of Coordinated Entry Process:
The Management Entity has primary responsibility and authority to make and implement operational decisions to manage the day-to-day work of the CE process and to ensure participation in CE.
V. Roles and Responsibilities (cont.)

C. Design and Participation in the Coordinated Entry Process
   1. ME and POE work together to define/refine the design and required and desired participation
   2. ME maintains Policy and Procedures to reflect design and participation decisions
   3. POE approve design changes; recommend participation goals and prioritization (funders retain decisions when not mandated.)

D. Operations of Coordinated Entry Process:

The Management Entity shall have primary responsibility and authority to make and implement all operational decisions to manage the day-to-day work of the CE process and to ensure participation in CE.
V. Roles and Responsibilities (cont.)

E. Develop and Maintain Coordinated Entry Policies and Procedures in the manual

1. ME maintain and update polices, subject to approval of POE and at least annual CoC review
2. Develop and update procedures to implement policy; may take feedback but not need approval

F. Training

1. ME develop annual training plan and deliver needed training; report back on training
2. POE review plan and make recommendations; review annual report and help set plan
VI. Reporting, Trouble Shooting and Evaluation

A. Management Reports
   1. Both parties work to review current list of suggested reports; additions, viability and priority
   2. ME present quantitative reports not less than quarterly
   3. ME present update reports on work undertaken; start with quarterly and move to semi-annual

B. Grievance/Appeal Process
   1. ME propose process with POE and other input
   2. ME handle and respond to appeals; manage and report on process and results
   3. POE receive aggregate report; use info in evaluation
VI. Reporting, Trouble Shooting and Evaluation

C. Annual Evaluation

1. ME work to help design; participate in discussion but not selection of an outside Evaluation Entity (if one being used); facilitate access to information needed

2. POE lead process, select Evaluation Entity, receive report and share with CoC
VII. Resources and Staff

A. Coordinated Entry Funding
   1. ME develop annual budget; manage and/or coordinate a range of CE-dedicated resources; issue contracts for CE work
   2. POE and CoC support resource development needed to fully fund CE; cannot require work that is not funded

B. Management Entity Staff and Structure
   1. ME determine staff needs, hiring, supervising and in generally ensuring appropriate staffing. Present staffing plan
   2. POE undertake annual review and provide feedback on overall staffing plan; not involved in hiring/supervision decisions
Next Steps

• Today: Take feedback from this group:
  • What’s most important? What’s missing? What needs more clarification?
• August 6-12 – negotiators convene to address comments/feedback from ad-hoc group
• August 18 - Tuesday- meeting of CoC Committee to approve MOU; Also endorse HCSA moving forward with implementation steps to move on CE changes
• September 22, Tuesday- MOU to Board of Supervisors
Q & A and Discussion
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MEMORANDUM

To: HMIS Oversight Committee  
From: EveryOne Home  
Re: 2019 ICF Report Summary: Key Findings on Alameda County’s HMIS  
Date: October 13, 2021

Introduction:

• On February 25-29, 2019, ICF conducted an onsite assessment of Alameda County’s Governance Structure in addition to providing direct TA in the topic areas of HMIS Privacy, Data Quality and Monitoring, and HMIS Staffing Structures.

• Preceding the onsite visit, ICF coordinated with HCD and EveryOne Home to understand the challenges facing Alameda County.

• With this information, ICF designed a comprehensive assessment strategy to guide their onsite visit to clearly identify areas that, if strengthened, could result in a fully functioning and strongly governed HMIS.

• ICF observed notable gaps in the HMIS implementation where the HUD COC Committee and HCD should be focusing their efforts to bring the implementation in closer alignment to HUD Regulations, local priorities, and best practice standards.

• In comparison to best practices and common protocols for administering HMIS among national implementations, ICF identified several additional areas where both HCD and the HMIS Oversight Committee would benefit from added capacity and a more defined governance structure to improve its administration of HMIS across the Continuum.

Key Findings

General Governance

• ICF found that there were overarching gaps in the oversight and monitoring structure of HMIS to ensure systems, processes and providers were operating with fidelity to the system as it was designed.

• There were also challenges in the designation and commitment to roles and responsibilities pertaining to data quality and training, and overall system monitoring.
  o significant factor adding to these challenges across the CoC is the current configuration of the HMIS software, specifically to support Coordinated Entry (CE). The HMIS
Oversight Committee, HCD, and HMIS participating organizations have all agreed the software is a point of frustration due to the inability to meet basic CE needs or pull reports requested by the System Coordination Committee.

- Interviews from HCD staff suggest the HUD CoC Committee, via the HMIS Oversight Committee, provides inconsistent requests and unclear guidance regarding the CoC’s HMIS short- and long-term priorities. This affects HCD’s ability to complete tasks in the manner the HMIS Oversight Committee had originally intended, and therefore, leads to extensive frustration and inefficient back and forth communication. There is a need for the HMIS Oversight Committee to implement a process to clearly establish and communicate requests and priorities from the community stakeholders, including the HUD CoC Committee, to HCD and formalize this request approach in a manner approved by the HUD CoC Board, HMIS Oversight Committee, and HCD leadership.
  - For example, while onsite, ICF heard HMIS staff state that it was difficult to determine which priorities coming from various CoC committees and stakeholders were most critical to begin working on and that timelines provided were often unrealistic and conflicted with other CoC committee directives.

**HMIS Oversight Committee**
- The current Everyone Home Governance Charter states that the HMIS Oversight Committee is responsible for tasks such as
  - reviewing data quality reports;
  - recommending a quality improvement program to the HUD COC Committee;
  - taking appropriate action to ensure accountability and improved performance;
  - ensuring compliance with federal requirements;
  - supporting and protecting the rights and privacy of service users;
  - collaborating with HCD on all policies the HMIS Lead is required to develop including Privacy, Security, and Data Quality;
  - conducting an annual review of HMIS performance and functionality; and
  - using the HMIS work plan to measure progress

- During ICF’s site visit and through discussions with the HMIS Oversight Committee it is clear that the committee is not operationalizing the documented roles and expectations. In particular, ICF noted:
  - a lack of clear vision for how the Oversight Committee could best utilize its committee members strengths to develop a strong, unified, governing body to effectively support the HMIS implementation;
  - the CoC and HMIS Lead need to continue to build a strong HMIS system and to clarify expectations need across implementation, including developing a community driven vision for HMIS, clear expectations on the role of the Oversight Committee, and the long-term goals for HMIS;
  - the need to identify a common vision and priorities to move the above vision forward to form a foundation from which the CoC and HCD can work collaboratively to meet their shared goals.
Alameda County Housing and Community Development
Homeless Management Information System Assessment

HUD HMIS Technical Assistance

June 2019

Submitted to:
Alameda County Housing and Community Development
EveryOne Home
HMIS Oversight Committee

Submitted by:
ICF
1. Introduction and Background

After receiving the TA assignment from HUD in January 2019, ICF held a series of meetings with Alameda County’s HMIS Lead Agency, Housing and Community Development (HCD), EveryOne Home, and the HMIS vendor Clarity Bitfocus to better understand the current configuration of Alameda County’s HMIS system as well as the overall implementation of the system across the Continuum of Care. ICF was originally tasked to conduct an HMIS assessment as a result of the lack of Coordinated Entry data available during the launch of HUD’s Unsheltered TA Initiative. Through these conversations, ICF identified areas that warranted further understanding. Topics that surfaced during these conversations were related to the inability to leverage HMIS to support coordinated entry, the need to run parallel CE processes outside if HMIS, and the inability to report or evaluate the effectiveness of the CE system. As more meetings were conducted, ICF identified the absence of updated HMIS Policies and Procedures, lack of formal monitoring processes and inadequate training opportunities. ICF also identified the lack of a Data Quality Standard and Data Quality Monitoring process. Additional topics related to decision making, priority setting, and roles and responsibilities were also highlighted throughout ICF’s initial discussions- warranting a deeper dive into the overall HMIS Governance Structure of the Alameda Continuum of Care.

Based on these discussions, ICF conducted an onsite assessment (February 25th-29th 2019) of Alameda County's HMIS as well as the HCD’s administration of the software, decision making and use of the system. ICF focused on the overall transition to and effectiveness of Clarity Bitfocus from both HCD’s perspective and the overall community perspective. While onsite, ICF also assessed Alameda County's current use of HMIS for Coordinated Entry and the CoC’s HMIS Governance Structure in addition to providing direct TA in the topic areas of HMIS Privacy, Data Quality and Monitoring, and HMIS Staffing Structures. ICF also interviewed key stakeholders (outlined in Table 1.0 attached) from the City of Oakland, the City of Berkley, the HUD CoC Board, Alameda County Care Connect, providers and HMIS system end-users.

2. Assessment Findings and Observations

Overview

Preceding the onsite visit at the end of February, ICF coordinated with HCD and EveryOne Home to gain a significant amount of knowledge and understanding of the challenges facing Alameda County. With this information, ICF designed a comprehensive assessment strategy to guide our onsite visit to clearly identify areas that, if strengthened, could result in a fully functioning and strongly governed HMIS. ICF observed notable gaps in the HMIS implementation where the HUD COC Committee and HCD should be focusing their efforts to bring the implementation in closer alignment to HUD Regulations, local priorities and best practice standards. Furthermore, in comparison to best practices and common protocols for administering HMIS among national implementations, ICF identified several additional areas where both HCD and the HMIS Oversight Committee would benefit from added capacity and a
more defined governance structure to improve its administration of HMIS across the Continuum.

During the assessment, ICF found that there were overarching gaps in the oversight and monitoring structure of HMIS to ensure systems, processes and providers were operating with fidelity to the system as it was designed. There were also challenges in the designation and commitment to roles and responsibilities pertaining to data quality and training, and overall system monitoring. A significant factor adding to these challenges across the CoC is the current configuration of the HMIS software, specifically to support Coordinated Entry (CE). Based on interviews with staff across the CoC, HCD, and HMIS end users, ICF observed deficiencies regarding the system’s ability to comply with HUD’s technical requirements (e.g., producing the Coordinated Entry Supportive Services Only Annual Performance Report, also known as CE SSO APR) as a result of the current software configuration. In addition, the current HMIS configuration prohibits the System Coordination Committee from managing, tracking or reporting on the current CE system – instead CE regional prioritized lists and referrals are managed outside of HMIS, giving the community very little ability to report on or evaluate the effectiveness of the system. The HMIS Oversight Committee, HCD, and HMIS participating organizations have all agreed the software is a point of frustration due to the inability to meet basic CE needs or pull reports requested by the System Coordination Committee. The following challenges and observations were collected by means of in-person and remote interviews, group discussions, and document reviews of applicable HMIS policy and procedure documents.

Governance Structure Challenges

1. **Unclear Roles and Responsibilities**

   **A) Housing and Community Development- HMIS Lead**

   Interviews from HCD staff suggest the HUD CoC Committee, via the HMIS Oversight Committee, provides inconsistent requests and unclear guidance regarding the CoC’s HMIS short- and long-term priorities. This affects HCD’s ability to complete tasks in the manner the HMIS Oversight Committee had originally intended, and therefore, leads to extensive frustration and inefficient back and forth communication. There is a need for the HMIS Oversight Committee to implement a process to clearly establish and communicate requests and priorities from the community stakeholders, including the HUD CoC Committee, to HCD and formalize this request approach in a manner approved by the HUD CoC Board, HMIS Oversight Committee, and HCD leadership. For example, while onsite, ICF heard HMIS staff state that it was difficult to determine which priorities coming from various CoC committees and stakeholders were most critical to begin working on and that timelines provided were often unrealistic and conflicted with other CoC committee directives.
B) Everyone Home- Collective Impact Initiative

Interviews with Everyone Home staff suggest a lack of commitment from HCD to honor and follow through with requests set forth by the HMIS Oversight Committee. This in turn affects the HUD CoC Committee’s ability to set tangible benchmarks and targets for overall system improvement. The HMIS Oversight Committee is uncertain how priorities can be elevated and accounted for when competing demands exist for HMIS data, use and reports from community stakeholders and decision-makers outside of the HMIS Oversight Committee’s designated requests. As per the CoC Interim Rule, the CoC must ensure the HMIS is administered in compliance with HUD requirements, and it must ensure consistent participation in HMIS of all recipients and subrecipients. The CoC is broadly responsible for the HMIS implementation, which encompasses the plans, policies and procedures governing the HMIS, the HMIS Lead, and the Covered Homeless Organizations (CHOs).

C) HMIS Oversight Committee

The current Everyone Home Governance Charter states that the HMIS Oversight Committee is responsible for tasks such as reviewing data quality reports and recommending a quality improvement program to the HUD COC Committee, taking appropriate action to ensure accountability and improved performance, ensuring compliance with federal requirements, supporting and protecting the rights and privacy of service users, collaborating with HCD on all policies the HMIS Lead is required to develop including Privacy, Security, and Data Quality and conducting an annual review of HMIS performance and functionality, using the HMIS work plan to measure progress. During ICF’s site visit to Alameda and through discussions with the HMIS Oversight Committee it is clear that the committee is not operationalizing the documented roles and expectations.

ICF also noted a lack of clear vision for how the Oversight Committee could best utilize its committee members strengths to develop a strong, unified, governing body to effectively support the HMIS implementation. For the CoC and HMIS Lead to continue to build a strong HMIS system, expectations need to be clarified across the implementation, including developing a community driven vision for HMIS, clear expectations on the role of the Oversight Committee, and the long-term goals for HMIS. Identifying a common vision, and priorities to move that vision forward, will form a foundation from which the CoC and HCD can work collaboratively to meet their shared goals. Building a common vision and communicating that vision to the larger community allows for a deeper understanding of HMIS’s capabilities and limitations, while also creating space for clear and reasonable community expectations.
2. Lack of HMIS Lead Monitoring and System Oversight
In accordance with HUD regulations CoC Program Interim Rule 578.7(a) (6), the CoC is required to monitor all recipient and subrecipient’s performance, evaluate outcomes, and take action against poor performers; and that all expectations outlined in the contract and formal MOU are complied with. Responses from individual meetings with HCD staff and CoC leadership clearly identify the lack of a consistent process for the CoC to monitor HCD. The lack of monitoring makes it difficult for the CoC to determine whether HCD is meeting the needs of the community. This is further amplified by the lack of clear and documented roles and responsibilities for HCD (beyond basic requirements for operating HMIS) and have not yet been clearly defined to ensure that essential CoC functions are being fulfilled (e.g., HCD’s role supporting coordinated entry processes).

3. Lack of Data Quality Plan and Management
Since the HMIS vendor transition in May 2018 from WellSky (formerly Mediware) ServicePoint to Clarity Bitfocus, HCD has not defined or implemented a Data Quality Management Plan. To date, there does not appear to be an operationalized process for monitoring data quality across the CoC. This in turn, results in little to no oversite or accountability of data completeness and timeliness rates, nor does it account for the importance of monitoring for data accuracy or consistency. Through the end-user focus group, ICF gathered that many HMIS end-users are monitoring data quality at an agency level, establishing internal processes to ensure data integrity, however these processes are not consistent or regularly monitored by the HCD. Other CoCs have typically adopted a process in the data quality plan that incorporates expectations for maintaining accuracy with an established process for the HMIS Lead to monitor projects through regular spot checks and audits against case files.

HMIS Challenges

HMIS Configuration: Current Environment Unable to Meet Coordinated Entry Requirements
The current HMIS configuration cannot pull data (beyond basic assessment data), develop reports or be leveraged to evaluate the current Coordinated Entry system. The HMIS system cannot produce HUD required SSO APR or fully capture and respond to the current Coordinated Entry System as it currently exists in Alameda County. As a result, HMIS is unable to support or report on Alameda’s coordinated entry system. On several occasions, interviewees highlighted the disconnect between client assessments in Coordinated Entry and client program enrollment in HMIS – signifying the HMIS is unable to report on the steps in between assessment, referral and placement. Additionally, Alameda County’s Coordinated Entry’s ByName list is unable to sort clients based on geographic region, causing the majority of the Coordinated Entry referral process to take place outside of the HMIS system.
Several interviewees stated they had very low confidence in HMIS to produce accurate reports and their organizations were continuing to document performance indicators outside of HMIS to track funder-required data as a result of this.

Given ICF’s comprehensive understanding of the functionality of Clarity Bitfocus, ICF identified that Alameda County’s HMIS vendor can provide a system configuration, based on the needs of the community. This configuration includes establishing CE as a project within HMIS in the following way:

One Coordinated Entry Project can be set up within HMIS with several customized fields that clearly identify which region each homeless individual and family is accessing services. These customized fields can be filtered within HMIS, allowing the system to produce regional byname lists.

Depending on the expectations established by the CoC, this configuration will give the CoC the basic HMIS structure to accomplish the following:

1. Effectively track and report on the overall effectiveness of the CE system including initial assessments, referrals and program entries/ exits. This will provide the basis for streamlining the coordination of client care, the ability to report on the outcomes of the CE system and evaluate the overall CE system.
2. Better understand the role of Coordinated Entry in overall system performance. By effectively monitoring and evaluating a clearly defined and implemented Coordinated Entry System, communities are better able to set realistic project and system level benchmarks and targets as a method for continuous quality improvement.

Given this reconfiguration option, the possibility exists for Alameda County to reconfigure its current HMIS system to align with the demands of the current coordinated entry system.

3. Recommendations and Next Steps

**Recommendations**

ICF has identified three key recommendation areas which are designed to assist the HUD CoC Committee, the HMIS Oversight Committee, and HCD in continuing to build capacity for the purpose of strengthening the homeless response system to prevent and end homelessness across Alameda County’s Continuum of Care.
1. Strengthen Existing Governance

ICF recommends a formal monitoring process be established for both the HUD CoC Committee to monitor HCD and for HCD to monitor end-users. The establishment of a formal monitoring process between the HUD CoC Committee (via the HMIS Oversight Committee) and HCD will ensure the HMIS Lead is monitored under HUD’s requirements for operating and using HMIS. In addition, a formal monitoring process between HCD and all CHOs will ensure all agencies and users are operating within compliance of the HMIS Policies and Procedures. In Alameda County, the lack of HMIS Lead monitoring and evaluation has resulted in unclear expectations regarding the extent to which HCD is fulfilling the duties as HMIS Lead. Currently, there is ambiguity surrounding HCD’s staffing capacity and scope of work as it relates to the needs of the greater CoC. In addition, the lack of clarity surrounding identified priorities and level of effort needed from HCD for certain data requests has resulted in inefficiencies among both HCD and the HMIS Oversight Committee. For example, HCD receives priority related requests from the HMIS Oversight Committee that are in turn superseded by requests made outside of the Committee and its priorities.

ICF recommends the following:

The HUD CoC Committee works in coordination with HCD to strengthen the current HMIS Oversight Committee, working towards establishing that entity as the primary HMIS advising entity to provide recommendations to HCD and the HUD CoC decision making body. Given the wide range of roles and responsibilities the HMIS Oversight Committee is committed to, and direct membership from stakeholders of the city, county, and provider representation on the Committee, it does not have the buy-in or engagement from other informed policy makers and planners across the community that could help inform the use and strategic vision of HMIS in coordination with both the HUD CoC Committee and HCD. To better meet the needs of Alameda County’s homeless population, it is imperative for the HUD CoC Committee to align the goals and prioritizes of regional decision-makers that represent the City of Oakland, the City of Berkley, Alameda County Care Connect, HUD Continuum of Care, Alameda County Healthcare Services, Adobe Services, and Alameda County Housing and Community Development. ICF recommends the membership structure is reviewed and revised to include decision makers from the stakeholder groups.

Ultimately, the CoC Board (in this case, the HUD CoC Committee) serves as the entity primarily responsible for making decisions regarding designating the HMIS Lead and software, reviewing and approving policies and procedures, and informing decisions based on the performance of the HMIS software and HMIS Lead as stated in the CoC Program Interim Rule. However,
strengthening the current HMIS Oversight Committee (serving as the CoC Board and HMIS Lead liaison) can play a crucial role in the monitoring and evaluation of HMIS, including monitoring and providing oversight for the following recommendations for Alameda County CoC’s HMIS implementation:

**1A. Define roles and responsibilities.** The HUD CoC Committee and HCD would benefit from establishing a community driven and specifically documented set of roles and responsibilities of Everyone Home, the HUD CoC Committee (CoC Board), the HMIS Oversight Committee, and HCD as the HMIS Lead. ICF recommends the HUD CoC Committee and HMIS Lead update the MOU to clearly define the Roles and Responsibilities of each entity within the existing governance charter. ICF recommends these commitments are reviewed, approved, and signed off on by the HMIS Oversight Committee and HUD CoC Committee (CoC Board). Establishing these clear and strong parameters and expectations can provide each entity with organizational direction and the opportunity to take full ownership of their duties as assigned. The establishment of clear roles and responsibilities can also lay a foundation for strong accountability amongst entities as well as the opportunity to build out a well-developed monitoring process. Clearly defined roles and responsibilities also provides the community with a comprehensive view and understanding of each entities function and responsibility to the greater CoC.

**1B. Establish processes to begin monitoring the HMIS Lead activity and performance.** ICF recommends annual or consistent monitoring of HCD based on clearly communicated expectations, supported by the requirements outlined in the MOU. ICF recommends the HMIS Oversight Committee serve as the venue in which the development and implementation of a monitoring tool and defined process be agreed upon and carried out.

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**2. Evaluate HMIS Software Configuration**

**Project Plan that outlines process for Bitfocus HMIS configuration strategy:** ICF recommends HCD transparently outlines the goals and outcomes of the reconfiguration plan. ICF recommends HCD clearly states in the plan their defined process for working with the HMIS vendor and the HUD CoC Committee to restructure the system configuration to meet the community’s needs and expectations for coordinated entry. The plan should include a timeline for contact made with vendor, system design and implementation options available, effects on the Coordinated Entry System, and the pros and cons of each implementation possibility unique to the greater CoC’s needs. Close communication should be established between those implementing Coordinated Entry and the HMIS staff to ensure a consistent and agreed upon understanding of the system redesign. The HMIS Configuration Project Plan should be reviewed and approved by the HMIS Oversight Committee. The HMIS Oversight Committee and HMIS Lead will need to reach a clear understanding of the Level of Effort needed and required for configuration and system change.
3. HMIS System Administration

Based on interviews with HCD staff, HMIS directives from the HUD CoC Committee come through various methods of communication and priorities are unclear regarding the short and long-term tasks the HMIS team should be prioritizing. ICF also noted the importance for HCD to evaluate its current staffing structure and identify if staffing capacity should be added to support immediate day-to-day priorities of HCD, but also clearly defining the roles and responsibilities of current staff capacity that can lead to sustainable, more efficient practices long-term.

ICF recommends the following:

3A. Strengthen HMIS Lead Capacity. Given ICF’s first recommendation regarding the need for the HUD CoC Committee and HCD to clarify roles and responsibilities, ICF recommends HCD begin working towards reevaluating their staffing structure as a parallel initiative to the recommitment of HMIS roles and responsibilities and as the MOU is finalized. These roles and responsibilities should directly inform the HMIS Lead’s projections regarding how HCD’s HMIS staffing structure can be updated to meet the needs of the CoC and HMIS implementation.

3B. Increase HCD Capacity to align with current system demands. It is important to note the positive feedback HMIS end users shared with ICF regarding the responsiveness of TA support from the HMIS team and HMIS help desk. End-users also spoke positively to the new user trainings, offered by HCD while also emphasizing the infrequency these trainings are made available. This infrequency results in the inability for agencies to have new staff trained in an efficient or timely manner.

- ICF recommends that HCD continue to build from its current practices and consider increasing capacity of the HMIS team (specifically staff responsible for training, user support, reporting and technical capabilities), whether through adding staff, changing roles, increasing training and professional development opportunities for staff so the HMIS team continues to build expertise of the CoC Program and the understanding of specific training needs to benefit the CoC, HMIS end users and participating organizations.
- ICF also recommends HCD consider implementing a “Train the Trainer” model, where an HMIS staff member, or an HMIS subject-matter expert, trains provider staff while simultaneously teaching them how to train others in the use of the HMIS system. During ICF’s focus group session with HMIS end-users, multiple providers mentioned internal training processes already in place, potentially setting the stage for a seamless Train the Trainer approach.
- In addition to a more efficient training approach, ICF recommends HCD build out a Training Program that consists of differing levels of end-user training, both for the HMIS novice as well as the advanced system user. These trainings could be offered in
conjunction with supplemental training guides, recorded HMIS training videos, manuals, handouts, or Q&A One Pagers. These additional resources could further increase community wide knowledge and understanding of the HMIS system’s functionalities as well as the overall importance of high-quality data management.

- Lastly, ICF recommends HCD develop a communication plan that raises community awareness around HCD’s training opportunities, availability, and resources via an updated and interactive training calendar. The communication plan may include points of contact, online resources, or internal staff specific to their organization that can serve as a liaison between HCD trainings and the end-user.

**3C. Develop Monitoring Plans.**

**Used by HCD to monitor all HMIS participating organizations.** HCD should work with the HUD CoC Committee and HMIS Oversight Committee to develop a plan to monitor HMIS participating entities, particularly ensuring compliance with HUD regulations/Local HMIS Policies and Procedures and other applicable statutes and requirements. The monitoring framework should include both quantitative data quality components and qualitative privacy, security, and program operation components. The HUD CoC Committee and HMIS Oversight Committee should take into consideration the type of staffing structure necessary at HCD to institute the monitoring process, given its current staff capacity and existing roles that exist for report generation, audit trails, and the availability of training and technical assistance.

**Used by HCD to monitor HMIS Software Vendor.** In addition to the previous monitoring recommendations between HUD CoC Committee, HCD and end-users, ICF also recommends HCD establish a clear process for monitoring Clarity Bitfocus against their current contract. A transparent monitoring process will ensure that the vendor is meeting contractual obligations, informed of any necessary updates, and continuing to meet the needs of the HMIS Lead agency.

**3D. Develop and enforce a Data Quality management program.** ICF recommends HCD, in conjunction with the HMIS Oversight Committee, establish a data quality program and plan for implementation. Generally, the establishment of a plan, alone, does not ensure that the CoC will have more accurate and reliable data. An effective data quality management program helps facilitate actionable processes that will increase data quality across the community. While having a good data quality plan is important, monitoring and enforcement of the data quality plan should be a prioritized and a shared responsibility across the CoC, HMIS Lead, and HMIS end users. The HMIS Oversight Committee can play a critical role in clarifying roles and responsibilities and ensuring appropriate evaluation processes are in place at every level of HMIS collection and oversight to ensure progress towards CoC wide data quality goals and expectations can be tracked through a transparent process.

**3E. Outline agreed-upon expectations for meeting deadlines and communication.** The HUD CoC Committee (via the HMIS Oversight Committee) should develop a plan that outlines expectations, appropriate priorities and timelines for report requests and HMIS enhancements
once they are assigned from the HMIS Oversight Committee to the HMIS Lead. This plan should also clarify the different methods of communication that HCD should expect to receive requests and how the HUD CoC Committee should get confirmation from the HMIS team that tasks are being worked on accordingly. ICF recommends that the HMIS Oversight Committee obtains feedback from HCD regarding which method of communication would be preferred and both the HUD CoC Committee and HCD come to a documented agreement upon the terms of the communication plan and realistic timelines to complete tasks.

3F. Develop, Document, and Enforce Formal Processes in order to:

Request and prioritize reports. The HMIS Team at HCD, with input and coordination from the HUD CoC Committee (via the HMIS Oversight Committee), should develop protocols for ensuring that requests to develop reports and any changes in HMIS reporting, work flow, and functionality are reviewed by the HMIS team to determine if the request falls within the scope of work and assess feasibility, level of effort, and cost. Most importantly, there needs to be a formal process in place between HCD and the HMIS Oversight Committee to prioritize requests and the tasking of assignments in a way that is tracked and can be clearly communicated to interested stakeholders for the duration of that task.

Update HMIS Policies and Procedures. In coordination with the HMIS Oversight Committee, ICF recommends HCD update current HMIS Policies and Procedures that outline the standards that govern HMIS operations. Areas to cover may include Requirements for Participation, Privacy and Security, and current Data Requirements.

4. Conclusion and Next Steps

During ICF’s assessment it was made evident that HCD, under the current CE configuration, is unable to meet the needs of the CoC as it relates to the current Coordinated Entry System. In addition, the HMIS Lead is required to develop, maintain and update written policies and procedures for all CHOs CoC (24 CFR Part 580.9) The HMIS policies and procedures must be approved by the CoC’s approving body (in this case, the HUD CoC Committee). With the absence of clear roles and responsibilities enforced through consistent monitoring, and oversight by the HUD CoC Committee, HCD is currently deficient in the areas of HMIS end-user monitoring, data quality management, end-user training capacities, and the establishment of updated HMIS Policies and Procedures.

It is important to note that a lot of the challenges facing Alameda are deeply rooted in the lack of clarity in expected

“Because managing the HMIS is a shared responsibility between the CoC and the HMIS Lead, expectations around each entity’s role must be agreed to and clearly documented, along with any role envisioned for the CoC Board and CoC Lead agency in its relationship to the HMIS.”

– Memorandum of Understanding between Alameda County HUD Continuum of Care Committee (CoC Board) and Alameda County Department of Housing and Community Development (HMIS Lead)
roles and responsibilities and the undefined governance structure of the HMIS implementation. For example, ICF’s initial task was to better understand and help resolve issues surrounding Alameda’s HMIS vendor transition and implementation process. However, throughout ICF’s assessment it was made clear that even if the software reconfiguration was operating at its highest capacity and able to meet the needs of the Coordinated Entry system, the existing governance challenges would continue due to the lack of clarity in roles and responsibility and lack of oversight holding each party accountable to the roles established by CoC governing documents. Although ICF did identify some written governance documents and expectations such as the CoC-HMIS MOU and the EveryOne Home Governance Charter, it was clear these requirements are not being operationalized.

Having stated this, an identified short-term goal for HCD would be to develop a clear and transparent, HUD CoC Committee approved plan to begin working closely with the current HMIS vendor BitFocus to determine alternative configuration possibilities. This plan should be designed by a group of HMIS stakeholders that have both the knowledge and background of HMIS technical capabilities as well as an understanding of Coordinated Entry and program specifications. A strong and diverse group of decision-makers that represent Alameda County’s homelessness needs and prioritizes can ensure multiple perspectives are taken into consideration when making community wide system change efforts. This strategic decision-making process can also ensure the HMIS implementation has the appropriate level of buy-in and support from those invested in the success of HMIS and Coordinated Entry.

A longer-term goal for both HCD and the HUD COC Committee (via the HMIS Oversight Committee) is a recommitment of established roles and responsibilities that is built within a framework of accountability and transparent communication. Apart from redefining and committing to the role of the Continuum, there are additional governance challenges the CoC can improve and build upon to maximize the functionality of their system, enforce compliance and improve performance and data quality. In the absence of trying to focus on these issues that have not yet been defined between the HUD CoC Committee and HCD, the HMIS implementation’s challenges will only be exacerbated and increase frustrations for all parties involved.
## Table 1.0  Alameda County HMIS Stakeholder Meetings: February 25th–28th 2019

<table>
<thead>
<tr>
<th>Name</th>
<th>Alameda County CoC Affiliation</th>
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<tbody>
<tr>
<td>Patrick Crosby</td>
<td>HCD HMIS Lead</td>
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<tr>
<td>Riley Wilkerson</td>
<td>HCD HMIS Lead</td>
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<tr>
<td>Trevor Mells</td>
<td>HCD HMIS Lead</td>
</tr>
<tr>
<td>John Noe</td>
<td>HCD HMIS Lead</td>
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<tr>
<td>Elaine de Coligny</td>
<td>Everyone Home</td>
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<tr>
<td>Jessica Shimmin</td>
<td>Everyone Home</td>
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<tr>
<td>Julie Leadbetter</td>
<td>Everyone Home</td>
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<tr>
<td>Ruby Butler</td>
<td>Everyone Home</td>
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<tr>
<td>Teddie Pierce</td>
<td>Alameda County Care Connect Contractor</td>
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<tr>
<td>Andrew Wicker</td>
<td>City of Berkley-HUD CoC Board Chair</td>
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<tr>
<td>Robert Ratner</td>
<td>Alameda County Care Connect (AC3)-Alameda County</td>
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<tr>
<td>Lara Tannenbaum</td>
<td>City of Oakland-HUD CoC Committee Member</td>
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<tr>
<td>Nic Ming</td>
<td>City of Oakland-Oversight Committee Member</td>
</tr>
<tr>
<td>Katherine Naff</td>
<td>Berkley Food and Housing Project</td>
</tr>
<tr>
<td>Camille Mariateque</td>
<td>Berkley Food and Housing Project</td>
</tr>
<tr>
<td>Alameda County HMIS Oversight Committee</td>
<td>Governing body responsible for advising and overseeing the operation of the HMIS</td>
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<tr>
<td>HMIS End-User Focus Group</td>
<td>HMIS-participating agencies in Alameda County CoC</td>
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MEMORANDUM OF UNDERSTANDING
BETWEEN
ALAMEDA COUNTY HUD CONTINUUM OF CARE
COMMITTEE, (ACTING AS THE CONTINUUM OF CARE
BOARD) AND
ALAMEDA COUNTY DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, (ACTING AS THE
HOMELESS MANAGEMENT INFORMATION SYSTEM
(HMIS) LEAD

I. Introduction and Purpose
The Alameda County Continuum of Care (the “CoC”) is the governing body organized to carry out the
responsibilities required under HUD’s Homeless Emergency Assistance and Rapid Transition to
Housing Continuum of Care Program Interim Final Rule at 24 CFR Part 578.7(b) (the “Interim Rule”),
including designating a Homeless Management Information System (HMIS) lead to operate HMIS. In
addition, the CoC is responsible for making decisions about HMIS management and administration as
required under 24 CFR Part 580, a separate rule establishing regulations for HMIS issued by HUD as
part of the implementation of the HEARTH Act of 2009. The CoC is responsible for ensuring that the
HMIS is operated in accordance with the provisions of the new regulations and other applicable laws
(24 CFR Part 580.5).
The Alameda CoC is part of Everyone Home, a collective impact effort to end homelessness. It is
composed of representatives of organizations including nonprofit homeless providers, victim service
providers, faith-based organizations, governments, businesses, advocates, public housing agencies,
school districts, social service providers, mental health agencies, hospitals, universities, affordable
housing developers, law enforcement, organizations that serve homeless and formerly homeless
veterans, and homeless and formerly homeless persons. The HUD Continuum of Care Committee
(the “CoC Board”) functions as the Alameda County CoC Board, required by the Interim Rule to act on
behalf of the membership to ensure the CoC responsibilities are fulfilled.
The CoC relies upon data collected in the HMIS to understand the extent and nature of homelessness,
and how well the system is working to address it, and to report system and project performance to
HUD. If implemented well, the HMIS should also support the operation of the housing and service
system, including the CoC’s coordinated entry. Under HUD mandates, the CoC must designate a
single information system as the official HMIS software for the geographic area, and an HMIS Lead,
an entity designated to operate the HMIS (24 CFR Part 580.7). While the CoC must review, revise and
approve all policies and plans the HMIS Lead is required to develop, the HMIS Lead must develop
written policies and procedures for all Covered Homeless Organizations (CHOs), serve as the
applicant to HUD for any HMIS grants, and monitor compliance by all CHOs of the CoC (24 CFR Part
580.9).
Because managing the HMIS is a shared responsibility between the CoC and the HMIS Lead,
expectations around each entity’s role must be agreed to and clearly documented, along with any
role envisioned for the CoC Board and CoC Lead agency in its relationship to the HMIS.
This MOU describes in detail the roles, responsibilities, and accountability that guide the
collaboration for the Alameda County Homeless Management Information System (HMIS) among
the Parties described below, consistent with the Alameda County Continuum of Care/EveryOne Home Governance Charter approved in October of 2017 and 24 CFR Parts 578 and 580.

II. Parties to this Memorandum of Understanding:

1. **The Continuum of Care Board ("CoC Board"): HUD Continuum of Care Committee**
   
   The Alameda County CoC has designated the HUD Continuum of Care Committee (HUD CoC) to function as the CoC Board. The CoC Board is required by the Interim Rule, and acts on behalf of the membership to ensure the CoC responsibilities are fulfilled. The CoC is responsible for "ensuring that the HMIS for the Continuum of Care is operated in accordance with the provisions of the new regulations and other applicable laws. (24 CFR Part 580.5)."

   The CoC Committee, acting as the CoC Board, may designate an organization to act on its behalf and/or provide staff support. That entity, identified as the CoC Lead, may undertake the activities of the CoC specified in this MOU.

2. **The Homeless Management Information System Lead ("HMIS Lead"): Alameda County Department of Housing and Community Development (HCD)**

   The Alameda County CoC has designated the Alameda County Department of Housing and Community Development Department as the HMIS Lead to operate the HMIS as required under 24 CFR Part 580.7, for assuring the CoC is compliant with all applicable HUD rules and regulations. HCD administers the HMIS funds provided by the CoC funding as well as the local match.

III. Roles and Responsibilities of Parties

A. Roles and responsibilities of the HUD Continuum of Care Committee (CoC Board) with respect to HMIS:

   1. Act on behalf of the membership to ensure HMIS is administered in compliance with HUD CoC regulations.
   
   2. Designate a single Homeless Management Information System (HMIS) for the geographical area (24 CFR Part 578.7(b)(1) and 24 CFR Part 580.5)
   
   3. "Designate an eligible applicant to manage the Continuum's HMIS, which will be known as the HMIS Lead." (24 CFR Part 578.7(b)(2).
   
   4. "Review, revise and approve the policies and plans required by this part and by any notices issued from time to time (24 CFR Part 580.7)," including but not limited to a privacy plan, security plan, and data quality plan for the HMIS (24 CFR Part 578.7(b)(3).
   
   5. "Ensure consistent participation of recipients and subrecipients in the HMIS." (24 CFR Part 578.7(b)(4).
   
   6. Analyze and approve the annual review of the HMIS system's performance and functionality, using HMIS work-plan to measure progress.

B. Roles and Responsibilities of Alameda County Housing and Community Development as HMIS Lead Agency (HMIS Lead):

   1. As per 24 CFR 580.9(a), the HMIS lead must ensure the operation of and consistent participation by recipients of funds from the Emergency Solutions Grants Program and from the other programs authorized by Title IV of the McKinney-Vento Act. Duties include
establishing the HMIS; conducting oversight of the HMIS; and taking corrective action, if needed, to ensure that the HMIS is compliant with the requirements of this part.

2. Develop written HMIS policies and procedures in accordance with § 580.31 for all Covered Homeless Organizations (CHOs) (24 CFR Part 580.9).

3. Execute a written HMIS Participation Agreement with each CHO, which includes the obligations and authority of the HMIS Lead and CHO (24 CFR Part 580.9), the requirements of the security plan with which the CHO must abide (24 CFR Parts 580.31), the requirements of the privacy policy with which the CHO must abide, the sanctions for violating the HMIS Participation Agreement (e.g., imposing a financial penalty, requiring completion of standardized or specialized training, suspending or revoking user licenses, suspending or revoking system privileges, or pursuing criminal prosecution), and an agreement that the HMIS Lead and the CHO will process Protected Identifying Information consistent with the agreement. The HMIS Participation Agreement may address other activities to meet local needs. (24 CFR Part 580.9).

4. Serve as the applicant to HUD for grant funds to be used for HMIS activities for the Continuum of Care's geographic area (24 CFR Part 580.9), as directed by the Continuum, and, if selected for an award by HUD, enter into a grant agreement with HUD to carry out the HUD-approved activities.

5. Monitor and enforce compliance by all CHOs with the requirements of this part and report on compliance to the Continuum of Care and HUD.

6. The HMIS Lead must submit a security plan (see § 580.35), a data quality plan (see § 580.37), and a privacy policy (see § 580.31(g)) to the Continuum of Care for approval within [the date that is 6 months after the effective date of the final rule to be inserted at final rule stage] and within 6 months after the date that any change is made to the local HMIS. The HMIS Lead must review and update the plans and policy at least annually. During this process, the HMIS Lead must seek and incorporate feedback from the Continuum of Care and CHO. The HMIS Lead must implement the plans and policy within 6 months of the date of approval by the Continuum of Care.

7. Provide staffing for HMIS.

8. Provide standard and customized reports, and technical support, as applicable and requested by participating agencies in accordance with the mutually adopted customization policy.

9. Develop and implement HMIS-related training for end users, including regular Privacy and Security training and software training. Develop written procedures and job aides for users.

10. Review data quality monthly and take necessary actions per mutually adopted data quality assurance policy to maintain input of high-quality data from all HMIS-utilizing agencies. Report to the COC Committee on data quality and quality assurance activities on a quarterly basis.

11. Solicit HMIS user feedback through using a variety of mechanisms, such as on-line forums, surveys and user groups, such as the HMIS User Group. The User Group will work with the HMIS Lead to: 1) Provide recommendations on use of software and software enhancements; 2) Trouble-shoot frequent data quality errors; 3) Recommend modifications to HMIS staff created reports; and 4) improve coordinated entry workflow.

12. To the extent possible, ensure that CoC projects using an alternate data collection system (such as Domestic Violence providers) are compliant with maintaining a "comparable database" and collecting the necessary HMIS data elements.
13. Generate reports on HMIS data and additional data available to present results to HUD CoC Committee for gap analysis. Configure and maintain the HMIS to be an effective performance management system that is capable of measuring progress in meeting the system and project performance measures established through the EveryOne Home’s Results Based Accountability (RBA) Committee.

14. Develop an effective communication plan to reach all HMIS participants to communicate changes to policy and procedures.

15. Develop an annual work plan for the HMIS System for review and final approval by HUD CoC. The annual work plan will be presented along with the HMIS budget proposal to the Board of Supervisors, including costs and funding sources.

C. Joint Responsibilities of the HUD CoC Committee (CoC Board) and Alameda County Housing and Community Development (HMIS Lead)

1. Participate in the HUD Continuum of Care Committee, and its HMIS-related sub-committees, including the HMIS Oversight Subcommittee.

2. Support the implementation of, and compliance with local HMIS policies such as, data quality and security, participation, and customization.

3. Collaborate to design and modify the configuration of HMIS projects, such that it meets program reporting and system analysis needs.

4. Participate in the EveryOne Home Results Based Accountability (RBA) Committee in using the HMIS to develop system performance measures, data dashboards, and other analytical tools that follow HUD HMIS standards and meet community needs.

5. Analyze system and programmatic data for trends, costs, performance, compliance, and progress on the Alameda CoC Plan to End Homelessness.

6. Work collaboratively with other committees in analyzing annual reports from HMIS, including the Longitudinal Analysis report (formerly AHAR), System Performance Measures, PIT Count, and HIC chart.

7. Establish the HMIS Oversight Subcommittee, that will act as a liaison between the HUD CoC Committee and the HMIS Lead Agency, with the following responsibilities:
   a. Review data quality reports and recommend a quality improvement program to the HUD CoC.
   b. Ensure compliance with federal requirements.
   c. Support and protect the rights and privacy of service users.
   d. Recommend to the HUD CoC a policy and set of procedures that will guide decisions about customization including establishing: A) a process through which a Contributing HMIS Organization (CHO) may request that project configuration, custom data collection fields, and/or assessments be built into the HMIS; B) the criteria upon which those requests are evaluated; and C) guidance for CHOs to appropriately manage requests for custom data collection fields and assessments.
   e. Collaborate with the HMIS lead on all HMIS policies the HMIS Lead is required to develop, including Privacy, Security, and Data Quality Plans as required by federal
regulation.

8. Review data quality reports and take appropriate action to ensure accountability and improved performance of CHOs and system per approved policies.

9. Conduct an annual review of the HMIS system’s performance and functionality, using HMIS work-plan to measure progress. Criteria will be discussed with HMIS Lead.

10. Revisit license users’ policies and collaborate when additional funding is needed to expand programs and users.

IV. DURATION AND RENEWAL

1. Except as provided in the TERMINATION section, the duration of the MOU shall be for an initial five-year term from June 6, 2018, through June 6, 2023.

2. This agreement may be renewed by written agreement of both parties.

V. AMENDMENTS/NOTICES
The MOU may be amended in writing by the parties and is in effect upon signature of all parties. Notices shall be mailed, emailed or delivered to:

1. Chair of the HUD CoC Committee
2. Director of Alameda County Department of Housing and Community Development

VI. TERMINATION
Any party may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

In addition, if any of the Parties to this Memorandum of Understanding shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Parties shall violate any of the covenants, agreements, or stipulations of this agreement, any of the Parties shall thereupon have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof, which shall be at least 120 days before the effective date of such termination.

Signatures:

[Signature]
Chair, HUD CoC Committee, on behalf of the Alameda County Continuum of Care (CoC Board

[Signature]
Director, Alameda County of Housing and Community Development (HMIS Lead)
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: The Center For Common Concerns, Inc. DEPT #: 260600
TITLE/SERVICE: Technical support Alameda County CoC NOFA
DEPT. CONTACT: Riley Wilkerson PHONE: (510) 670 – 9797

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: ________________ 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? ( ) ( X )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( X )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( X )
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( X )

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

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 Agreement.

Contractor Signature

Alameda County Community Development Agency Director

Name: Nikka Rapkin
Date: 7/9/2021

Name: Chris Bazar
Date: 7/8/2021
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of July, 2021, by and between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and The Center For Common Concerns, Inc., a California nonprofit corporation; dba: Homebase, hereinafter referred to as "CONTRACTOR".

WITNESSETH

Whereas, COUNTY desires to contract with CONTRACTOR for strategic staffing and technical support for the Alameda County Continuum of Care (CoC) Program Notice of Funding Availability (NOFA) process, including facilitating the 2021 Local Rating and Ranking process to select projects and assisting with drafting the U.S. Department of Housing and Urban Development (HUD) CoC Program Funding Application, a description of which is presented in Exhibit A, attached hereto; and

Whereas, CONTRACTOR is professionally qualified to provide such services and is willing to provide same to COUNTY; and

Whereas, COUNTY approved on May 21, 2019 (Item No. 15) the use of the Housing Solutions for Health Vendor Pool to provide outreach, engagement, benefits enrollment, health and supportive services, and housing and property-related services, to Alameda County residents who are currently or formerly experiencing homelessness;

Now, therefore it is hereby mutually agreed to accept such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification

The term of this Agreement begins on July 1, 2021 and ends on December 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed $87,206.00 (Eighty-seven thousand, two hundred six dollars and no cents) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first mentioned above.

<table>
<thead>
<tr>
<th>COUNTY OF ALAMEDA</th>
<th>A.C. COMMUNITY DEVELOPMENT AGENCY</th>
<th>THE CENTER FOR COMMON CONCERNS, INC.</th>
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<tr>
<th>Name: Colleen Chawla</th>
<th>Name: Chris Bazar</th>
<th>Name: Nikka Rapkin</th>
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<td>Title: Health Care Services Agency Director</td>
<td>Title: Community Development Agency Director</td>
<td>Title: Executive Director</td>
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Approved as to Form:

Donna R. Ziegler,
County Counsel

[Signature]

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

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

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

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

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

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

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two weeks’ notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The COUNTY may participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to COUNTY, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The COUNTY and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of CONTRACTOR's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the COUNTY, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. CONTRACTOR's insurance policies, including excess and umbrella insurance policies, shall include an endorsement to 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 Agreement.

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. **DEBARTMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with Federal funds and contracts over $25,000).

   a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, CONTRACTOR/Grantee agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

   b. By signing this agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.

   (2) Shall not knowingly enter into any covered transaction with a person is proposed for department 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 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.

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  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attn: Colleen Chawla, Director

To CONTRACTOR: The Center For Common Concerns, Inc.  
870 Market Street, Suite 1228  
San Francisco, CA 94102  
Attn: Nikka Rapkin, Executive Director

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 the provision of providing strategic staffing and technical support for the Alameda County Continuum of Care (CoC) Program Notice of Funding Availability (NOFA) process, including facilitating the 2021 Local Rating and Ranking process to select projects and assisting with drafting the U.S. Department of Housing and Urban Development (HUD) CoC Program Funding Application. Services shall not exceed $87,206.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** CONTRACTOR has been approved by COUNTY to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the COUNTY's Small and Emerging Locally owned Business provision.

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

a. CONTRACTOR must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. CONTRACTOR shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

d. CONTRACTOR shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the COUNTY. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the COUNTY department contract representative identified under Item #13 above. CONTRACTOR will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

e. All SLEB participation, except for SLEB prime CONTRACTOR, must be tracked and monitored utilizing the Elation compliance System. COUNTY will be under no obligation to pay CONTRACTOR for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

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

22. FIRST SOURCE PROGRAM: For contracts over $100,000.00, CONTRACTOR shall provide COUNTY ten (10) working days to refer to CONTRACTOR, potential candidates to be considered by CONTRACTOR to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that CONTRACTOR has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY's prior written approval.

c. CONTRACTOR shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. CONTRACTOR shall verify subcontractor's compliance.

d. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit, or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

a. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 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 they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 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 Agreement. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the COUNTY and the CONTRACTOR.

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

[END OF GENERAL TERMS AND CONDITIONS]
EXHIBIT A
THE CENTER FOR COMMON CONCERNS, INC.
DEFINITION OF SERVICES
Scope of Work

Background

Given that HUD’s CoC NOFA is a major federal funding resource for homeless housing and services, COUNTY understands how important it is for communities to submit strong funding applications. Since HUD also uses the CoC NOFA to drive program and community-level change, COUNTY approached the CONTRACTOR for assistance in understanding federal priorities and aligning with best practice trends, both to maximize development of an effective NOFA application and to ensure that applicants make best use of cutting-edge information to guide the response to homelessness. The goal for each CoC NOFA application is to secure HUD funding at the maximum level available to the community, while also ensuring that project proposals that are submitted meet high priority needs, are feasible to implement, and are selected through a process that is fair and transparent.

General Description of Services

CONTRACTOR shall provide strategic staffing and technical support for the Alameda County Continuum of Care (CoC) Program Notice of Funding Availability (NOFA) process, including facilitating the 2021 Local Rating and Ranking process to select projects and assist with drafting the U.S. Department of Housing and Urban Development (HUD) CoC Program Funding Application.

CONTRACTOR shall validate that all work listed below was completed in full and that such services performed satisfied and complied with all program criteria, applicable laws and prerequisites as specified and set forth below. If such work should reasonably be considered deficient, or not acceptable or satisfactory to COUNTY, CONTRACTOR agrees to make such acceptable and satisfactory at CONTRACTOR’s own cost.

CONTRACTOR shall complete the following tasks and provide the following deliverables.

1. CoC Planning and Improvement

   In order to develop strong CoC NOFA applications and maximize their scores, communities must engage in pre-planning to integrate federal priorities and recognized best practices into their local operations.

   A. Community Input, FAQ and Technical Support Process

   CONTRACTOR shall provide strategic guidance to support COUNTY to best position itself for the upcoming NOFA process. Based on the ongoing monitoring of all HUD communications about federal policies and priorities as well as a review of Alameda County’s 2019 CoC NOFA application and its
scoring, CONTRACTOR shall provide suggestions on improving the CoC’s performance, including identifying outstanding training needs and areas where data analysis is needed. This shall include guidance on policies, practices and activities that HUD incentivizes or is expected to incentivize via the 2021 NOFA and provision of forms and models along with technical assistance or other support for implementation prior to NOFA application submission, and where possible, prior to NOFA release.

2. Project Selection Process Design

The local projects selection process shall build on previous year efforts and be responsive to any new requirements or priorities in the NOFA. CONTRACTOR shall assist Alameda County in designing a local project selection process that meets HUD requirements and goals and that aligns with local CoC priorities.

A. Review and Refine Policies, Processes, Materials and Tools

CONTRACTOR shall work with COUNTY to assess the local project application policies, processes, materials, and tools from 2019 and to improve them, where warranted, including those for renewal project scoring, new project selection, reallocation, ranking, and appeals. CONTRACTOR shall provide models and examples or revised language to consider guiding suggested changes.

B. Renewal and New Project Planning

Immediately, upon release of the NOFA, CONTRACTOR shall conduct an in-depth analysis of the announcement and develop materials that provide an overview of the NOFA requirements, highlighting changes from the previous year, and identify HUD policy priorities to guide strategic framing of the application and projects. CONTRACTOR shall hold a strategic meeting with COUNTY, EveryOne Home and the NOFA Committee to discuss the NOFA and develop a strategy to optimize funding for COUNTY, including how to tier projects and pursue any bonus in the NOFA.

C. Refine Renewal Project Scoring Criteria and Tool

CONTRACTOR shall work with COUNTY to develop a fair and neutral review processes. CONTRACTOR shall work with COUNTY to refine the 2019 project scoring criteria, tool, data collection process, and ranking process based on its performance in 2019 with consideration towards HUD 2021 NOFA guidelines and priorities.

D. Draft Local Application Tools

Based on 2021 HUD guidelines, CONTRACTOR shall develop the application questions that local project applicants shall respond to for the rating and ranking process. CONTRACTOR shall seek to streamline the requirements, including only questions necessary for scoring. CONTRACTOR shall also develop FAQs
to address common questions and project application checklist and tools to help applicants. CONTRACTOR shall work with COUNTY and EveryOne Home to develop a calendar that lays out clear deadlines for the project application process while providing space for ongoing CoC work and balancing the interests between application writers and application reviewers. The application questions, tools and calendar will be available for review by the community (direct service providers).

3. **Project Selection Process Implementation**

A. **Bidders Conference**

CONTRACTOR along with EveryOne Home staff shall present the 2021 application process at a Bidder’s Conference. This shall include an overview of the CoC NOFA and an explanation of the 2021 local application process, forms and calendar. Application materials and tools shall be distributed.

B. **Provide Technical Support to the Rating and Ranking Process**

CONTRACTOR shall support the Rating and Ranking panel’s works to evaluate and prioritize the project applications. CONTRACTOR shall help recruit the panel and provide training, written materials and on-call support during the scoring processes. CONTRACTOR shall facilitate a scoring process that is transparent and efficient, and which will analyze prior year grantee performance, calculate the funds available, generate a preliminary tiered ranking, and produce a final project list based on clear scoring.

CONTRACTOR shall use their Project Evaluation and Scoring Tool (PRESTO) to help panelists reviewing and prioritizing project applications take into account project performance, including client outcomes and grant compliance. PRESTO provides a web-based platform to analyze project performance and compare it across the CoC using Homeless Management Information System (HMIS) data, budget figures and other relevant information. Using PRESTO, CONTRACTOR shall design project reports that provide key information on each project and emphasize CoC areas of focus and concern. PRESTO provides a visualization of performance data using charts and graphs that allow reviewers to quickly understand the project’s strengths and challenges, compare different projects across the CoC, and make decisions about how to prioritize projects.

PRESTO also provides a repository for all review and rank materials, allow panelists to review all application materials, performance materials, and other information in the same database that they score and rank projects. Panelists have reported that using PRESTO has dramatically reduced the time needed to review and score applications, allowing ranking panels to focus their conversations on key policy areas.
C. **Provide Technical Support to New (CoC Bonus) Project Applicants**

Projects deemed eligible for HUD “CoC Bonus” funding may use up to 5 percent of their Final Pro Rata Need (FPRN), or 25 percent of the CoC’s Preliminary Pro Rata Need (PPRN) minus its Annual Renewal Demand (ARD), whichever is greater to create additional project applications for Permanent Housing (PH) – Permanent Supportive Housing (PSH), PH-Rapid Re-housing (RRH), Joint Transitional Housing (TH) and PH-RRH component, Homeless Management Information System (HMIS), or Supportive Services Only (SSO) – Coordinated Entry (CE) projects.

CONTRACTOR shall provide Technical Assistance to new (CoC Bonus) project applicants, helping them to understand overall CoC NOFA requirements and the local application process. CONTRACTOR staff shall be available to respond to questions throughout the application-writing stage. Once projects are selected by the Rating and Ranking Panel, CONTRACTOR shall provide in-depth review and editing for project applications, ensuring that proposals are technically correct before submission to HUD and that each project design needs HUD requirements and community needs.

All items for review shall be provided electronically to CONTRACTOR and shall be reviewed and returned with detailed comments within a maximum of 72 hours.

D. **Refine Appeal Form for New and Renewal Projects**

As part of the review of and refining of policies and processes in Activity IIA above, CONTRACTOR shall assist in refining the 2019 appeals form and process. If any appeals occur, CONTRACTOR shall assist EveryOne Home in recruiting and training an Appeals Panel and in facilitating an appeals process.

4. **CoC Application Development**

A. **Assist with Drafting NOFA Application**

CONTRACTOR shall work closely with EveryOne Home and the NOFA Committee to develop and submit a strong and persuasive CoC application that meets all HUD technical requirements, maximizes points, and weaves a compelling story of innovation and success in moving toward an end to homelessness. CONTRACTOR shall attend and summarize any relevant HUD webinars or materials, complete the CoC Priority Listing in e-snaps, review priority rankings and budget amounts, support efforts to gather and compile qualitative and quantitative information about the CoC, draft selected narrative sections, charts, and data tables and attachments, and help finalize the submission. e-snaps is the electronic CoC Program Application and Grants Management System that HUD’s Office of Special Needs Assistance Programs (SNAPS) uses to support the CoC Program funding application and grant awards process for the CoC Program.
Based on the NOFA and application form, CONTRACTOR shall create a workplan with CoC staff allocating responsibility for the required elements of the application. CONTRACTOR shall meet weekly to discuss information collected and roadblocks, review drafts, and support staff capacity. CONTRACTOR shall prepare a draft of assigned narratives, charts, table sections, or attachments and support CoC staff with components.

CONTRACTOR shall use their internal quality control process to review the whole application and ensure full alignment with HUD guidance and requirements, that the CoC is presented in the strongest possible terms with successes clearly highlighted, and that the narrative is clear and well written. CONTRACTOR shall present the final draft to EveryOne Home and the NOFA Committee for review and comment, then revise the final application with CoC staff in time for submission before the HUD deadline. CONTRACTOR shall work with EveryOne Home to finalize the submission, including CoC application, project proposals and all required forms and certifications.

5. **Outcomes Reporting**

CONTRACTOR shall submit quarterly progress report by completing Vendor Pool Form 4 provided by COUNTY end of each quarter.

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EXHIBIT B

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR up to $87,206.00 for work beginning July 1, 2021 and ending December 31, 2021 for services in accordance with the scope of work in Exhibit A and the Program Budget, in accordance with the conditions set forth below. This budget includes a not-to-exceed amount of $87,206. Invoices shall request reimbursement based on hours worked, operating and administrative expenses, up to the budgeted amounts below.

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Exhibit B
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### 3A. Bidders Conference

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### 3B. Provide Technical Support to the Rating and Ranking Process

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### 3C. Provide Technical Support to New (bonus) Project Applicants

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</tr>
<tr>
<td>Project Assistant A</td>
<td>20</td>
<td>$94</td>
<td>$ 1,880</td>
</tr>
<tr>
<td>Project Assistant B</td>
<td>20</td>
<td>$78</td>
<td>$ 1,560</td>
</tr>
<tr>
<td><strong>Subtotal Salaries and Benefits for 3C</strong></td>
<td></td>
<td></td>
<td><strong>$ 4,672</strong></td>
</tr>
</tbody>
</table>

### 3D. Refine Appeal Form for New and Renewal Projects

<table>
<thead>
<tr>
<th>Line Items &amp; Descriptions</th>
<th># of Hours</th>
<th>Rate per hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>10</td>
<td>$154</td>
<td>$ 1,540</td>
</tr>
<tr>
<td>Project Assistant A</td>
<td>15</td>
<td>$94</td>
<td>$ 1,410</td>
</tr>
<tr>
<td>Project Assistant B</td>
<td>15</td>
<td>$78</td>
<td>$ 1,170</td>
</tr>
<tr>
<td><strong>Subtotal Salaries and Benefits for 3D</strong></td>
<td></td>
<td></td>
<td><strong>$ 4,120</strong></td>
</tr>
</tbody>
</table>

### 4A. Assist with Drafting NOFA Application

<table>
<thead>
<tr>
<th>Line Items &amp; Descriptions</th>
<th># of Hours</th>
<th>Rate per hour</th>
<th>Total</th>
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<tbody>
<tr>
<td>Project Director</td>
<td>40</td>
<td>$154</td>
<td>$ 6,160</td>
</tr>
<tr>
<td>Project Assistant A</td>
<td>70</td>
<td>$94</td>
<td>$ 6,580</td>
</tr>
<tr>
<td>Project Assistant B</td>
<td>70</td>
<td>$78</td>
<td>$ 5,460</td>
</tr>
<tr>
<td><strong>Subtotal Salaries and Benefits for 4A</strong></td>
<td></td>
<td></td>
<td><strong>$ 18,200</strong></td>
</tr>
</tbody>
</table>
TOTALBUDGET for Salaries and Benefits $ 82,303

Operating Expenses
Supplies; Video conferencing/communications/telecom; Local travel $ 2,723
TOTAL Operating Expenses $ 2,723

Administrative Expenses
Indirect Costs (eligible costs pursuant to HUD regulations) $ 2,180
TOTAL Administrative Expenses $ 2,180

CONTRACT BUDGET TOTAL $ 87,206

2. CONTRACTOR shall submit invoices no more than monthly including supporting documentation for costs invoiced. Invoices shall be reviewed by the liaison assigned to monitor this Agreement and shall be approved by the Director of Alameda County Housing and Community Development Department (HCD) or the Director's designee.

3. Total payment under the terms of this agreement shall not exceed $87,206.00. These funds must cover all costs to the CONTRACTOR of providing or contracting for services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work described in Exhibit A.

4. All requests for reimbursement will be in a format approved by the COUNTY and shall be submitted to the COUNTY on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

5. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations, should be brought to the attention of the COUNTY staff reconciliation.

6. Monthly invoices should include, by line item, documentation of the expenditure including copies of invoices. Invoices must be approved by the Director of Alameda County HCD Agency or the Director’s designee.

7. Once the line item budget has been approved through the execution of the Contract, there can be no more than two (2) requests of adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year unless approved by the Director of Alameda County HCD or the Director’s designee.

[END OF EXHIBIT B]

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EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td></td>
</tr>
<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities</td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits EL: No less than $87,206 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>As required by State of California</td>
<td></td>
</tr>
<tr>
<td><strong>D</strong> Endorsements and Conditions:</td>
<td></td>
</tr>
<tr>
<td>1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and at all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.</td>
<td></td>
</tr>
<tr>
<td>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase ‘extended reporting’ coverage for a minimum of five (5) year after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers’ Compensation Written Declaration of Compliance.</td>
<td></td>
</tr>
<tr>
<td>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.</td>
<td></td>
</tr>
<tr>
<td>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 acceptable Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:</td>
<td></td>
</tr>
<tr>
<td>- 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.</td>
<td></td>
</tr>
<tr>
<td>- Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.</td>
<td></td>
</tr>
<tr>
<td>7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</td>
<td></td>
</tr>
<tr>
<td>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</td>
<td></td>
</tr>
</tbody>
</table>
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
License # 0827761
CalNonprofits Insurance Services
PO Box 640
Capitola, CA 95010

**CONTACT**
Sandra Johnson
PHONE (A/C, No, Ext): (213) 401-1014
FAX (A/C, No):
E-MAIL ADDRESS: sandra@cal-insurance.org

**INSURER(S) AFFORDING COVERAGE**
INSD WVD PRODUCER
NAME:

**POLICY NUMBER**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
<th>INSURER F</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC #</td>
<td>NAIC #</td>
<td>NAIC #</td>
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<td>10328</td>
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</table>

**COVERAGE**

**POLICY EFFECT**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>MED EXP (Any one person)</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>$ 4,000,000</td>
</tr>
<tr>
<td>PRODUCTS - COMP/OP AGG</td>
<td>$ 4,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE NUMBER:**

**EVIDENCE OF LIABILITY, WORKERS COMPENSATION & EMPLOYERS LIABILITY**

**CERTIFICATE HOLDER**
County of Alameda
Housing and Community Development Dept.
224 W. Winton Ave. Room 108
Hayward, CA 94544

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

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

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

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

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

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

CONTRACTOR: The Center For Common Concerns, Inc.

PRINCIPAL: Nikka Rapkin

TITLE: Executive Director

SIGNATURE: Nikka Rapkin

DATE: 7/6/2021
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of June, 2021, by and between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and Applied Survey Research, Inc., a California nonprofit public benefit corporation; hereinafter referred to as "CONTRACTOR".

WITNESSETH

Whereas, COUNTY desires to contract with CONTRACTOR for the provision of pre-planning for 2022 Point-In-Time (PIT) Count that includes project management, crafting field work methodology, objectives and plan, updating survey and census data collection tool, creating a geographic coverage plan for adult street count, developing street and site-based youth count plan, developing brief youth survey to be implemented during the street count, guiding recruitment and special outreach, securing socks and other respondent thank you gifts, and geographic placements and pre-deployment planning, a description of which is presented in Exhibit A, attached hereto; and

Whereas, CONTRACTOR is professionally qualified to provide such services and is willing to provide same to COUNTY; and

Whereas, COUNTY approved on May 21, 2019 (Item No. 15) the use of the Housing Solutions for Health Vendor Pool to provide outreach, engagement, benefits enrollment, health and supportive services, and housing and property-related services, to Alameda County residents who are currently or formerly experiencing homeless;

Now, therefore it is hereby mutually agreed to accept such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement begins on June 1, 2021 and ends on June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed one hundred thousand dollars and no cents ($100,000.00) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first mentioned above.

<table>
<thead>
<tr>
<th>COUNTY OF ALAMEDA</th>
<th>A.C. COMMUNITY DEVELOPMENT AGENCY</th>
<th>APPLIED SURVEY RESEARCH, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Colleen Chawla</td>
<td>By: Chris Bazar</td>
<td>By: Susan Brutschy</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name: Colleen Chawla</td>
<td>Name: Chris Bazar</td>
<td>Name: Susan Brutschy</td>
</tr>
<tr>
<td>Title: Health Care Services Agency Director</td>
<td>Title: Community Development Agency Director</td>
<td>Title: President</td>
</tr>
<tr>
<td>6/8/2021</td>
<td>6/8/2021</td>
<td>6/7/2021</td>
</tr>
</tbody>
</table>

Approved as to Form:

Donna R. Ziegler, County Counsel

Heather Littlejohn Goodman, Deputy County Counsel

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

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

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

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

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

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

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two weeks’ notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The COUNTY may participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to COUNTY, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The COUNTY and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of CONTRACTOR's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the COUNTY, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. CONTRACTOR's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to COUNTY. CONTRACTOR's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the COUNTY before COUNTY's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., CONTRACTOR shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement.

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 and Federal department or agency;

      (2) Shall not knowingly enter into any covered transaction with a person is proposed for department 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 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  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attn: Colleen Chawla, Director

To CONTRACTOR:  
Applied Survey Research, Inc.  
55 Penny Lane, Suite 101  
Watsonville, CA 95075  
Attn: Susan Brutschy, President

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.
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 the provision of pre-planning for 2022 Point-In-Time (PIT) Count that includes project management, crafting field work methodology, objectives and plan, updating survey and census data collection tool, and create a geographic coverage plan for adult street count. Services shall not exceed $100,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: CONTRACTOR has been approved by COUNTY to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the COUNTY’s Small and Emerging Locally owned Business provision.

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 Locally owned Business provisions, including but not limited to:

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

c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. CONTRACTOR shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

d. CONTRACTOR shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the COUNTY. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the COUNTY department contract representative identified under Item #13 above. CONTRACTOR will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

e. All SLEB participation, except for SLEB prime CONTRACTOR, must be tracked and monitored utilizing the Elation compliance System.

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

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

22. FIRST SOURCE PROGRAM: For contracts over $100,000.00, CONTRACTOR shall provide COUNTY ten (10) working days to refer to CONTRACTOR, potential candidates to be considered by CONTRACTOR to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that CONTRACTOR has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless
it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY’s prior written approval.

c. CONTRACTOR shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. CONTRACTOR shall verify subcontractor’s compliance.

d. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit, or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY’s prior written consent, to
any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

a. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 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 they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 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 Agreement. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the COUNTY and the CONTRACTOR.

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

[END OF GENERAL TERMS AND CONDITIONS]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
ADDITIONAL PROVISIONS

The following provision is added to the Agreement:

37. CONTRACTOR will be responsible for intake and coordination of all volunteers, peer guides, and other similar team members. CONTRACTOR will be solely responsible for ensuring that all volunteers offer their services for civic or charitable purposes, freely, and without pressure or coercion. CONTRACTOR will be solely responsible for compliance with all applicable labor and employment requirements. CONTRACTOR will be solely responsible for ensuring that all volunteers, peer guides, and other similar team members receive appropriate instruction in safety, including traffic safety, if necessary.

Deputy County Counsel Signature: ________________________________

Heather Littlejohn
Background

The Point-In-Time (PIT) Count is a count of sheltered and unsheltered people experiencing homelessness on a single night in January. The U.S. Department of Housing and Urban Development (HUD) requires that Continuums of Care (CoC) must conduct a count of unsheltered people experiencing homelessness who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night every other year. The PIT Count is mandated in order to receive federal homeless assistance funds. Groups of volunteers patrol the streets on a single night, tally the number of homeless people they see and reporting data that are used not only to secure the federal funding, but to inform countless policy and resourcing decisions on the local and state levels as well.

Alameda County requested an exception to not participate in the unsheltered count for 2021 due to coronavirus safety concerns. The 2021 PIT Count has been postponed to 2022 due to COVID-19.

General Description of Services

CONTRACTOR shall provide the provision of pre-planning for 2022 Point-In-Time (PIT) Count that includes project management, crafting field work methodology, objectives and plan, updating survey and census data collection tool, creating a geographic coverage plan for adult street count, developing street and site-based youth count plan, developing brief youth survey to be implemented during the street count, guiding recruitment and special outreach, securing socks and other respondent thank you gifts, and geographic placements and pre-deployment planning.

CONTRACTOR shall validate that all work listed below was completed in full and that such services performed satisfied and complied with all program criteria, applicable laws and prerequisites as specified and set forth below. If such work should reasonably be considered deficient, or not acceptable or satisfactory to COUNTY, CONTRACTOR agrees to make such acceptable and satisfactory at CONTRACTOR’s own cost.

Contractor shall complete the following tasks and provide the following deliverables.

I. Project Management

   A. Collaborate with County to establish a more detailed scope for Contractor’s work including a development partnership plan which will include the following tasks:

      1. Review project timeline and methodology, review 2019 process improvement ideas, and finalize 2022 reporting requirements.
2. Coordinate and attend two (2) meetings between Contractor staff and County representatives or their designees.

B. Contractor shall complete the following deliverables:

1. Regular telephone meetings with County representatives or designees to ensure project goals are being met (at least 26 meetings)

2. Determine if Environmental System Research Institute (ESRI) Survey 123 smartphone application is feasible for use for PIT Count.

3. Complete pre-deployment system development for ESRI including quality control review of software.

4. Develop database for tracking volunteer sign-ups and other pre-deployment planning

5. Review PIT Count 2021 pre-planning sufficient to obtain familiarity with prior work.

II. Craft Field Work Methodology, Objectives, and Plan

Develop census maps and routes.
- Create Geographic Information System (GIS) maps of all census tracts for PIT Count team assignments and project planning.

III. Update Survey and Census Data Collection Tool

Customize and deploy data collection instruments including the new Survey 123 mobile application.
- Coordinate and attend two meetings with 2 staff members to meet with steering committee members (as identified by County) and finalize local interest areas [note to self: components of survey], survey questions and finalize survey instrument

IV. Create Geographic Coverage Plan – Adult Street Count

A. Determine deployment site locations (grouped by census tract)
- Determine geographic areas (by census tract) to be covered by each staffing center, the number of needed guides, volunteers and oversight staff. This includes significant development of a pre-deployment planning with ASR developed tools.

B. Determine Special outreach strategies (non-youth)
- Develop recruitment plan and outreach to veterans, families, encampment residents, LGBTQ population, vehicularly housed

C. Finalize street count plan for subpopulations and hard to reach populations (excluding youth)
• Develop sub-population outreach and geographically specific outreach targets

V. Develop Street and Site Based Youth Count Plan

A. Develop youth steering committee to guide development of youth count plan

B. Coordinate and facilitate three youth planning meetings

C. Coordinate hot spot focus groups and develop dedicated youth routes and teams in cities and regional areas

VI. Develop brief youth survey to be implemented during the street count

A. Facilitate site-based survey

B. Procure and provide food as a youth count planning and deployment incentive
   • Facilitate street-based survey and count

C. Provide additional Youth Survey incentives (based on 300 survey estimate)

D. Provide additional Youth Survey analysis (based on 300 survey estimate)

VII. Guide Recruitment and Special Outreach

• Develop recruitment plan for hard to reach locations with outreach and teams traveling in vehicle.

• Develop special outreach via follow up phone calls and route planning

VIII. Secure Socks and Other Respondent Thank You Gifts

Procure and manage all thank you gifts for peer guides (people with lived experience with homelessness assisting with the PIT Count) and other volunteers

• Provide survey incentives to peer guides and/or survey participants (based on 1000 survey estimate)

• Peer guide payments ($20/hour)

IX. Geographic Placements and Pre-deployment Planning

Manage and deploy all thank you gifts, ensuring gifts are distributed as needed

X. Outcomes Reporting

CONTRACTOR shall submit quarterly progress report by completing Vendor Pool Form provide by COUNTY end of each quarter.
EXHIBIT B

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR up to $100,000.00 for work beginning June 1, 2021 and ending June 30, 2022 for services in accordance with the scope of work in Exhibit A and the Program Budget, in accordance with the conditions set forth below. This budget includes not-to-exceed amounts. Invoices shall request reimbursement based on $100 per hour worked only, up to the budgeted amounts below.

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Staffing Hours</th>
<th>Travel</th>
<th>Supplies</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management</td>
<td></td>
<td></td>
<td></td>
<td>$22,612.00</td>
</tr>
<tr>
<td>Develop partnership plan and scope of work agreements</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$600.00</td>
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<tr>
<td>• Review project timeline and methodology, review 2019 process improvement ideas, and finalize 2022 reporting requirements</td>
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<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>• Two meetings with 2 ASR staff members</td>
<td>8</td>
<td>$112.00</td>
<td>$0.00</td>
<td>$912.00</td>
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<tr>
<td>• Regular telephone meetings to ensure project goals are being met (26)</td>
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<td>$0.00</td>
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<td>$5,200.00</td>
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<tr>
<td>ESRI Survey 123 smartphone application development</td>
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<td>ESRI deployment QC software</td>
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<td>$1,500.00</td>
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<tr>
<td>Pre-deployment system development</td>
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<td>$2,500.00</td>
<td></td>
<td>$2,500.00</td>
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<tr>
<td>Volunteer sign-up form and pre-deployment planning database</td>
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<td>$2,500.00</td>
<td></td>
<td>$2,500.00</td>
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<td>PIT Count 2021 pre-planning a count review</td>
<td>50</td>
<td>$5,000.00</td>
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<td>$5,000.00</td>
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<tr>
<td>2. Craft Field Work Methodology, Objectives, &amp; Plan</td>
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<td>$4,800.00</td>
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<td>Develop census maps and routes.</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>• GIS maps of all census tracts for team assignments and project planning</td>
<td>40</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4,000.00</td>
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<tr>
<td>3. Update Survey and Census Data Collection Tool</td>
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<td>$5,312.00</td>
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<tr>
<td>Customize and deploy data collection instruments including the new Survey 123 mobile app</td>
<td>36</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$3,600.00</td>
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<td>• Two meetings with 2 staff members to meet with steering committee members and finalize local interest areas, survey questions and finalize survey instrument</td>
<td>16</td>
<td>$112.00</td>
<td>$0.00</td>
<td>$1,712.00</td>
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<tr>
<td>4. Create Geographic Coverage Plan - Adult Street Count</td>
<td>$8,400.00</td>
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<td>--------------------------------------------------------</td>
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<tr>
<td>Determine census deployment site locations</td>
<td>8</td>
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<tr>
<td>• Determine geographic areas to be covered by each staffing center, the number of needed guides, volunteers and oversight staff. This includes significant development of a pre-deployment planning with ASR developed tools.</td>
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<tr>
<td>Determine Special outreach strategies (non-youth)</td>
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<tr>
<td>• Develop recruitment plan and outreach to veterans, families, encampment residents, LGBTQ population, vehicularly housed</td>
<td>16</td>
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<tr>
<td>Finalize street count plan for subpopulations and hard to reach populations (excluding youth)</td>
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<td></td>
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<tr>
<td>• Develop sub-population outreach and geographically specific outreach targets</td>
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<tr>
<td>5. Develop Street and Site-based Youth Count Plan</td>
<td>$18,760.00</td>
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<tr>
<td>• Develop youth steering committee</td>
<td>4</td>
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<tr>
<td>• Integration/de-duplication of youth data collected during the general unsheltered street count including of youth &amp; general</td>
<td>24</td>
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<tr>
<td>• Three youth planning meetings</td>
<td>20</td>
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<tr>
<td>• Hot spot focus groups, development of dedicated youth routes and teams in cities and regional areas</td>
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<tr>
<td>6. Develop brief youth survey to be implemented during the street count</td>
<td>$1,600.00</td>
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<tr>
<td>Facilitate site-based survey</td>
<td>20</td>
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<tr>
<td>youth count planning and deployment food</td>
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<td></td>
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<tr>
<td>• Facilitate street-based survey and count</td>
<td>20</td>
<td></td>
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<tr>
<td>Additional Youth Survey incentives (based on 300 survey estimate)</td>
<td>2</td>
<td></td>
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</tr>
<tr>
<td>Additional Youth Survey analysis (based on 300 survey estimate)</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Guide Recruitment and Special Outreach</td>
<td>$3,600.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Develop recruitment plan for hard to reach locations with outreach and vehicle teams</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Follow up phone calls and route planning</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Secure Socks and Other Respondent Thank You Gifts</td>
<td>$10,200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manage and obtain all thank you gift</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Survey Incentives (1000 surveys)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 10. Geographic Placements and Pre-deployment Planning

- Peer guide payments ($20/hour)  
  0  |  $0.00  |  $12,000.00  |  Dev  
- Follow up phone calls and placement emails  
  36  |  $0.00  |  $0.00  |  $950.00

<table>
<thead>
<tr>
<th>County Subtotal</th>
<th></th>
<th></th>
<th>$74,634.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Overhead 15%  (Project operation overhead including office supplies, utilities, facility costs, insurances, IT, and HR costs)</td>
<td></td>
<td></td>
<td>$11,195.10</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>County Total</th>
<th></th>
<th></th>
<th>$85,829.10</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Jurisdictional Reports (per jurisdiction) Brief Option</th>
<th></th>
<th></th>
<th>$13,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey incentives (150 additional surveys and data analysis)</td>
<td>20</td>
<td>$0.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Additional Data Analysis</td>
<td>30</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Report Homeless Population Chart data</td>
<td>30</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Report Homeless Subpopulation Chart data</td>
<td>30</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Executive Summary - Infographic</td>
<td>10</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Subtotal |  |  | $99,329.10 |
| Reserves |  |  | $670.90 |

**CONTRACT TOTAL**  
$100,000.00

---

2. **CONTRACTOR** shall submit invoices no more than monthly including supporting documentation for costs invoiced. Invoices shall be reviewed by the liaison assigned to monitor this Agreement and shall be approved by the Director of Alameda County Housing and Community Development Department (HCD) or the Director's designee.

3. Total payment under the terms of this agreement shall not exceed **$100,000.00**. These funds must cover all costs to the **CONTRACTOR** of providing or contracting for services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work described in Exhibit A.

4. All requests for reimbursement will be in a format approved by the **COUNTY** and shall be submitted to the **COUNTY** on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

5. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations, should be brought to the attention of the **COUNTY** staff reconciliation.

6. Monthly invoices should include, by line item, documentation of the expenditure including
copies of invoices. Invoices must be approved by the Director of Alameda County HCD Agency or the Director’s designee.

7. Once the line item budget has been approved through the execution of the Contract, there can be no more than two (2) requests of adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year unless approved by the Director of Alameda County HCD or the Director’s designee.

[END OF EXHIBIT B]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGES</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury andAdvertising Liability</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits</td>
</tr>
<tr>
<td>As required by State of California</td>
<td>EL: No less than $100,000 per accident for bodily injury or disease</td>
</tr>
</tbody>
</table>

**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and at all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers’ Compensation Written Declaration of Compliance.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at lease as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.

4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.

7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.

8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Jill Judd Agent
620 Bay Ave Ste 103
Capitola CA 95010

INSURED
APPLIED SURVEY RESEARCH INC
PO BOX 1927
WATSONVILLE CA 95077-1927

CONTACT
NAME: Jill Judd
PHONE: 831-462-1866
FAX: 831-462-8715
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: State Farm Fire and Casualty Company
INSURER B: State Farm Mutual Automobile Insurance Company
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGE:

COVERSAGES
CERTIFICATE NUMBER:

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

<table>
<thead>
<tr>
<th>INSURED LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>PRODUCER LIMIT</th>
<th>POLICY NUMBER</th>
<th>POLICY DDP</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>Y</td>
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<td>11/20/2020</td>
<td>11/20/2021</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Damage to Rented Premises</td>
<td>$500,000</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>Med Exp (any one person)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; ADV Injury</td>
<td>$2,000,000</td>
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<tr>
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<td></td>
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<td>General Aggregate</td>
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<td></td>
<td></td>
<td>Products - Comprop Agg</td>
<td>$4,000,000</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>Y</td>
<td>446 0758-C16-05</td>
<td>03/16/2021</td>
<td>09/18/2021</td>
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<td></td>
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<td>335 2611-B06-05O</td>
<td>02/06/2021</td>
<td>08/06/2021</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Combined Single Limit (Ea accident)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Per person)</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Per accident)</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>Property Damage (Per accident)</td>
<td>$500,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence</td>
<td>$500,000</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>Aggregate</td>
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WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY

<table>
<thead>
<tr>
<th>Y/N</th>
<th>Description of Operations Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
County of Alameda Community Development Agency
Housing and Community Development Dept
224 W Winton Avenue, Room 108
Hayward CA 94544

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

   a. **Ongoing Operations**
      
      (1) Your acts or omissions; or
      
      (2) The acts or omissions of those acting on your behalf;

   b. **Products – Completed Operations**

   “Your work” performed for that additional insured and included in the “products-completed operations hazard”.

However, Paragraph 1. above is subject to the following:

   a. The insurance afforded to the additional insured only applies to the extent permitted by law;

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

   c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

      (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

      (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or “suit” is tendered to us.
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a “suit” brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to SECTION II — LIMITS OF INSURANCE:

   If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits Of Insurance shown in the Declarations.

   This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION II — GENERAL CONDITIONS:

   The additional insured must:

   a. See to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the “occurrence” or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the “occurrence” or offense;

   b. Tender the defense and indemnity of any claim or “suit” to us and to all other insurers who may have insurance potentially available to the additional insured; and

   c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under SECTION II — LIABILITY.

5. With respect to the insurance afforded the additional insured, the following replaces SECTION II — LIABILITY of Paragraph 7. Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

   a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

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

   There will be no refund of premium in the event this endorsement is cancelled.

   All other policy provisions apply.
## CERTIFICATE OF LIABILITY INSURANCE

**Producer:**
Lockton Companies, LLC  
3657 Briarpark Dr., Suite 700  
Houston, TX 77042

**Contact:**
43575  
THEO C68787919  
10/1/2020  
10/1/2021

**Insured:**
APPLIED SURVEY RESEARCH, INC.  
55 PENNY LN STE 101  
WATSONVILLE, CA 95076-6017

**Coverages:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Policy Number</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>C68787919</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation and Employers’ Liability</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certificate Holder:**
COUNTY OF ALAMEDA COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT DEPT.  
224 W. WINTON AVENUE, ROOM 108  
HAYWARD, CA 94544

**Cancellation:**

**Authorizing Representative:**

Exhibit C

Page 5 of 5
EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

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

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

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

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

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


PRINCIPAL: Susan Brutschy
TITLE: President

SIGNATURE: ______________________________
DATE: 6/7/2021
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: Aspire Consulting LLC DEPT #: 260600
TITLE/SERVICE: PIT Count/EOH Governance
DEPT. CONTACT: Riley Wilkerson PHONE: (510) 670 – 9797

I. INFORMATION ABOUT THE CONTRACTOR

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: 

   _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

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? ( ) ( X )

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

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

4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( X )
### III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the contractor being hired for a period of time rather than for a specific project?</td>
<td>( )</td>
<td>( X )</td>
</tr>
<tr>
<td>2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?</td>
<td>( )</td>
<td>( X )</td>
</tr>
</tbody>
</table>

### IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Will the agreement be with an individual who does not have an outside practice?</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>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.</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>3. Will the County provide more than 20% of the contractor’s income?</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**CERTIFICATIONS:**

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

---

**Contractor Signature**

Date: 12/4/2020

**Alameda County Community Development Agency Director**

Name: Kathie E. Barkow

Date: 12/3/2020

Name: Chris Bazar

Date: 12/4/2020
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, made and entered into on the 15th day of October, 2020, by and between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and Aspire Consulting LLC, a California limited liability company, hereinafter referred to as "CONTRACTOR".

WITNESSETH

Whereas, COUNTY desires to contract with CONTRACTOR for the provision of pre-planning for 2021 EveryOne Counts! Point-In-Time Count and project management for EOH (EOH) governance and equity structure services, a description of which are presented in Exhibit A, attached hereto; and

Whereas, CONTRACTOR is professionally qualified to provide such services and is willing to provide same to COUNTY; and

Whereas, COUNTY approved on May 21, 2019 (Item No. 15) the use of the Housing Solutions for Health Vendor Pool to provide outreach, engagement, benefits enrollment, health and supportive services, and housing and property-related services, to Alameda County residents who are currently or formerly experiencing homeless;

Now, therefore it is hereby mutually agreed to accept such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements

The term of this Agreement begins on October 15, 2020 and ends on December 31, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed twenty thousand, three hundred fifty dollars and no cents ($20,350.00) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first mentioned above.

<table>
<thead>
<tr>
<th>COUNTY OF ALAMEDA</th>
<th>A.C. COMMUNITY DEVELOPMENT AGENCY</th>
<th>ASPIRE CONSULTING LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Colleen Chawla</td>
<td>By: Chris Bazar</td>
<td>By: Kathie E. Barkow</td>
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<td>Signature</td>
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<tr>
<td>Name: Colleen Chawla</td>
<td>Name: Chris Bazar</td>
<td>Name: Kathie E. Barkow</td>
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<tr>
<td>Title: Health Care Services Agency Director</td>
<td>Title: Community Development Agency Director</td>
<td>Title: President</td>
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<td>12/10/2020</td>
<td>12/4/2020</td>
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</tbody>
</table>

Approved as to Form:

Donna R. Ziegler, County Counsel

By: Heather Littlejohn, Deputy County Counsel

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

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

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

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

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

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

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

2. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and
expenses, including but not limited to attorneys' fees, arising out of or resulting from the
performance of services under this Agreement, provided that any such claim, loss, damage,
liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or
destruction of property, including the loss therefrom, or to any violation of federal, state or
municipal law or regulation, which arises out of or is any way connected with the
performance of this agreement (collectively "Liabilities") except where such Liabilities are
caused solely by the negligence or willful misconduct of any indemnitee. The COUNTY
may participate in the defense of any such claim without relieving CONTRACTOR of any
obligation hereunder. The obligations of this indemnity shall be for the full amount of all
damage to COUNTY, including defense costs, and shall not be limited by any insurance
limits.

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

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the
Agreement with the COUNTY maintain in force, at minimum, those insurance policies and
bonds as designated in the attached Exhibit C, and will comply with all those requirements
as stated therein. The COUNTY and all parties as set forth on Exhibit C shall be
considered an additional insured or loss payee if applicable. All of CONTRACTOR's
available insurance coverage and proceeds in excess of the specified minimum limits shall
be available to satisfy any and all claims of the COUNTY, including defense costs and
damages. Any insurance limitations are independent of and shall not limit the
indemnification terms of this Agreement. CONTRACTOR's insurance policies, including
excess and umbrella insurance policies, shall include an endorsement and be primary and
non-contributory and will not seek contribution from any other insurance (or self-
insurance) available to COUNTY. CONTRACTOR's excess and umbrella insurance shall
also apply on a primary and non-contributory basis for the benefit of the COUNTY before
COUNTY's own insurance policy or self-insurance shall be called upon to protect it as a
named insured.

4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., CONTRACTOR
shall pay to persons performing labor in and about Work provided for in Contract not less
than the general prevailing rate of per diem wages for work of a similar character in the
locality in which the Work is performed, and not less than the general prevailing rate of per
diem wages for legal holiday and overtime work in said locality, which per diem wages shall
not be less than the stipulated rates contained in a schedule thereof which has been
ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify the Alameda County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-CONTRACTOR, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

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

   a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, CONTRACTOR/Grantee agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations

b. By signing this agreement, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person 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, specifications, 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
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Colleen Chawla, Director

To CONTRACTOR: Aspire Consulting LLC
32944 Regents Blvd.
Union City, CA 94587
Attn: Kathie E. Barkow, President

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 do so 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 pre-planning for 2021 EveryOne Counts! Point-In-Time Count and project management for EOH, EOH governance and equity structure services. Services shall not exceed $20,350.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: CONTRACTOR has been approved by COUNTY to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the COUNTY's Small and Emerging Locally owned Business provision.

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

a. CONTRACTOR must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. CONTRACTOR shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

d. CONTRACTOR shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the COUNTY. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the COUNTY department contract representative identified under Item #13 above. CONTRACTOR will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
e. All SLEB participation, except for SLEB prime CONTRACTOR, must be tracked and monitored utilizing the Elation compliance System.

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

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

22. FIRST SOURCE PROGRAM: For contracts over $100,000, CONTRACTOR shall provide COUNTY ten (10) working days to refer to CONTRACTOR, potential candidates to be considered by CONTRACTOR to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that CONTRACTOR has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY,
its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY's prior written approval.

c. CONTRACTOR shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. CONTRACTOR shall verify subcontractor's compliance.

b. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or
expiration.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit, or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

a. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 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 they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the
opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

34. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the COUNTY and the CONTRACTOR.

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

[END OF GENERAL TERMS AND CONDITIONS]
ADDITIONAL PROVISIONS

1. Delete #7, General Terms and Conditions – DEBARMENT AND SUSPENSION CERTIFICATION - does not apply as Contractor is a local nonprofit community-based organization.

Deputy County Counsel Signature: [Signature]

DocuSigned by: [Signature]
EXHIBIT A
DEFINITION OF SERVICES
Scope of Work

I. Background
The Continuum of Care (CoC) Program of the U.S. Department of Housing and Urban Development (HUD) requires that representatives from relevant organizations within a geographic area establish a CoC for the geographic area to carry out the duties of CoC Program. HUD requires CoCs to conduct a Point-in-Time (PIT) count, a count of sheltered and unsheltered people experiencing homelessness on a single night in January.

EveryOne Home (EOH) is a collective impact initiative founded in 2007 to facilitate the implementation of the COUNTY'S plan to end homelessness. EOH currently conducts Alameda County CoC’s PIT count. EOH operates via a CoC Committee and its Leadership Board. The EOH’s Governance Charter detailing its purpose and procedures for operating, requires updating to reflect equity requirements contained within recently revised federal requirements.

II. General Description of Services
CONTRACTOR shall assist with updating the charter and will manage the recruitment, vetting, and selection of a qualified equity consultant for EOH. CONTRACTOR shall provide COUNTY with pre-planning for 2021 EveryOne Counts! Point-In-Time (PIT) Count and project management for EOH governance and equity structure services.

III. Project Management for EOH/Continuum of Care (CoC) Equity and Governance Charter

A. CONTRACTOR shall support the ad hoc sub-committee of EOH who will select a consultant to assist EOH with updating its governance charter to include the HUD-mandated equity components. CONTRACTOR shall provide up to FOUR (4) hours per week totaling 24 hours of project management services including: recruiting, vetting, and supporting the hiring of a lead equity consultant.

B. CONTRACTOR shall meet with the sub-committee of EOH weekly or as needed to report on the status of selecting a lead consultant.

C. CONTRACTOR shall ensure members of the sub-committee complete tasks for which they are accountable.

D. CONTRACTOR shall prepare and provide to the sub-committee a written summary of each candidate’s fit for the needed equity consultant and other materials that support selection of a candidate.

E. CONTRACTOR shall facilitate a meeting for the sub-committee’s selection of an equity
consultant.

F. CONTRACTOR shall support EOH to manage logistics of the weekly meetings with the ad hoc sub-committee including scheduling meetings, issuing meeting reminders, tracking actions items and note taking.

IV. Pre-planning for the 2021 Homeless PIT Count and Survey –

Every other year, Alameda County is required by the U.S. Department of Housing and Urban Development (HUD) to conduct an enumeration of its residents who are unsheltered and sheltered and to also report on specific demographic characteristics. This mandated PIT Count must comply with specific methodological and quality requirements from HUD to assure the efficacy and reliability of the data which informs local planning and is submitted to HUD to inform national evaluation and planning. The PIT Count is required to take place in the last 10 days of January 2021. Significant planning and technical support are necessary to comply with the myriad facets of the PIT Count mandate. Alameda County and its cities designate EOH as the entity to plan for, contract a research team, and lead the fieldwork and data submission.

CONTRACTOR shall provide initial planning and technical support to EOH, EOH’s PIT Count project lead, and the CoC’s Community Planning Committee (CPC), whose members determined and seated by EOH, in 6-8 virtual meetings to advance work on key planning areas noted below until HUD guidance for the 2021 PIT count is issued and full-scale planning and implementation can begin.

A. HUD Guidance

CONTRACTOR shall monitor and review HUD printed and webinar guidance as it becomes available.

CONTRACTOR shall review content and implications with EOH PIT Count project lead.

B. Contingency Planning and Selecting Methodology
CONTRACTOR shall coordinate, prepare for and facilitate two meetings with the CPC to identify COVID-safe options for the PIT Count and survey in the absence of guidance from HUD to allow fast mobilization once HUD guidance becomes available.

CONTRACTOR shall coordinate, prepare for and facilitate one meeting with the CPC to decide upon methodology and work plan once HUD guidance has been received and contingency planning is completed.

C. Orientation to Alameda County’s PIT Count and Survey of Unsheltered and Sheltered Homelessness

CONTRACTOR shall prepare for and facilitate one virtual meeting to orient members of the
CPC to EveryOne Counts PIT Count requirements for HUD methodology, resource needs, roles of volunteers, and other key features to equip them to participate more fully in the contingency planning processes and other planning work leading up to the field work, once HUD guidance has been received.

D. Survey Development

CONTRACTOR shall collaborate with EOH project lead to review 2019 PIT count survey constraints and problem areas to consider addressing and support drafting the survey for 2021. CONTRACTOR shall work with EOH project lead by providing facilitation of the associated two CPC meetings, bridging the connection to reporting and EOH/partners’ data needs.

CONTRACTOR shall take the lead in developing a recommendation for the survey for CPC to present to the CoC for approval. The recommendation shall discuss options for determining annual estimates without duplication, addressing questions with inconsistent results/skips/write-in answers in 2019, and improvements in determining household type and size for unsheltered households.

E. Methodologic Considerations for Youth Count and Unsheltered Pre-survey Work

CONTRACTOR shall prepare for and facilitate at least three meetings of the CPC to determine a methodology for the 2021 Youth Count (modifications are needed from the 2019 methodology) and capture household status and size as part of the pre-survey sampling of unsheltered households across all types of unsheltered living situations.

F. Other Work as Emerges for Pre-planning

CONTRACTOR shall respond to emergent or time-sensitive areas for developing the Count and Survey as directed by EOH project lead.

I. The approval of COUNTY to a requested change shall not release CONTRACTOR from its obligations under this Agreement.
EXHIBIT B

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR up to $20,350.00 for work beginning October 15, 2020 and ending December 31, 2020 for services in accordance with the scope of work in Exhibit A and the Program Budget, in accordance with the conditions set forth below. This budget includes not-to-exceed amounts. Invoices shall request reimbursement based on hours worked only, up to the budgeted amounts below.

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<thead>
<tr>
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3. CONTRACTOR shall submit invoices no more than monthly including supporting documentation for costs invoiced. Invoices shall be reviewed by the liaison assigned to monitor this Contract and shall be approved by the Housing Director of Alameda County Housing and Community Development Department (HCD) or the Director's designee.

3. Total payment under the terms of this agreement shall not exceed $20,350.00. These
funds must cover all costs to the CONTRACTOR of providing or contracting for services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work described in Exhibit A.

4. All requests for reimbursement will be in a format approved by the COUNTY and shall be submitted to the COUNTY on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

5. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations, should be brought to the attention of the COUNTY staff reconciliation.

6. Monthly invoices should include, by line item, documentation of the expenditure including copies of invoices. Invoices must be approved by the Director of Alameda County HCD Agency or the Director's designee.

7. Once the line item budget has been approved through the execution of the Contract, there can be no more than two (2) requests of adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year unless approved by the Director of HCD or the Director's designee.

[END OF EXHIBIT B]
EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

<table>
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<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
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<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
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<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td></td>
</tr>
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<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities</td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits EL: No less than $100,000 per accident for bodily injury or disease</td>
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<tr>
<td>As required by State of California</td>
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</table>

**D. Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and at all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 65 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy or with a Retroactive Date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers' Compensation Written Declaration of Compliance.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.

4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A-VII or equivalent, shall be admitted to the State of California unless otherwise acceptable Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions shall be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other party's policies. Coverage shall be at least as broad as in the ISO Forms named abode.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.

8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
Account Information:

Policy Holder Details: ASPIRE CONSULTING LLC

Contact Us
Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 242-1430
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
USAA INSURANCE AGENCY INC/PHS
65812846
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

INSURED
ASPIRE CONSULTING LLC
32944 REGENTS BLVD
UNION CITY CA 94587-5412

CONTACT NAME:
PHONE: (888) 242-1430
FAX: (888) 443-6112
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC
INSURER A: Sentinel Insurance Company Ltd. 11000
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

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

Those usual to the Insured's Operations. The County of Alameda, its board of supervisors, the individuals members thereof, and all county officers, agents, employees, volunteers, and representatives have an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER
The County of Alameda
The Healthcare Services Agency
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1675

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO   TX  78251

Policyholder, please call us at: (888) 242-1430
Agent, please call us at: (888) 242-1430
SERVICE.TX@THEHARTFORD.COM

INSURANCE ENDORSEMENT ATTACHED

*** PLEASE REVIEW THE CHANGE ***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (888) 242-1430
Agent, please call us at: (888) 242-1430 between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

USAA INSURANCE AGENCY INC/PHS
THE HARTFORD SELECT CUSTOMER INSURANCE CENTER
County of Alameda

Workers’ Compensation Written Declaration of Compliance

(To be completed by the Contractor)

Amount of Contract: $20,350  Term of Contract: 10/15/20 - 12/31/20

Name of Contractor: Aspire Consulting LLC

For Workers’ Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers’ Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers’ Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

[Signature]

Owner, Officer, Director, Partner or other Principal  Date

Kathie E. Barkow  Principal

Print/Type Name  Title

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor's proof of insurance.
Amendment No. 1
to
Standard Services Agreement
between
The County of Alameda
And
Aspire Consulting LLC

THIS AGREEMENT No. 1, made and entered into on the 15\textsuperscript{th} day of December, 2020, modifies the Standard Services Agreement ("Agreement") entered into on the 15\textsuperscript{th} day of October, 2020 between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and Aspire Consulting LLC, a California limited liability company, hereinafter referred to as "CONTRACTOR" for the provision of pre-planning for 2021 EveryOne Counts! Point-In-Time Count for EveryOne Home (EOH) governance and equity structure services.

WITNESSETH

Whereas, the COUNTY and the CONTRACTOR desire to amend the Agreement to extend the current contract term by two (2) months and increase the contract by $18,835; and

Whereas, extending the term of this Agreement will allow CONTRACTOR to continue providing services during the extended time; and

Whereas, the CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County Continuum of Care (CoC) (led by EOH) through a facilitated process to incorporate racial equity into the CoC’s governance structures and processes.

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRATOR agree as follows with respect to Contract No. 21297 (the "Agreement"):

1. Page 1, in the exhibit section is amended as follows:
   Immediately following the ending of "Exhibit C – Insurance Requirements", add Exhibit D – Debarment and Suspension Certification

2. Page 1, after the exhibit section the following paragraphs are amended as follows:

   b. Delete "The compensation payable to CONTRACTOR hereunder shall not exceed twenty thousand, three hundred fifty dollars and no cents ($20,350.00) for the term of this Agreement." and replaced it with "The compensation payable to CONTRACTOR hereunder shall not exceed thirty-nine thousand, one hundred eight-five dollars and no cents ($39,185.00) for the term of this Agreement."

3. Page 5, General Terms and Conditions is amended as follows:
a. Reinstate paragraph 7 in its entirety without change.

4. Page 10, Termination is amended as follows:
a. Delete "$20,350.00" and replace it with "$39,185.00".

5. Page 16, Additional Provisions is amended as follows:
a. Delete the additional provision #1 in its entirety.

6. Page 19, Exhibit A – Scope of Work is amended as follows:
a. Immediately following paragraph F of section IV, add section V as follows:

V. Equity Centered Governance Charter

CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County Continuum of Care (led by EveryOne Home) through a facilitated process to assist the CoC to incorporate racial equity into the CoC’s governance structures and processes as described below.

A. Discovery

a. CONTRACTOR shall participate in kickoff meeting with key leadership of the community, including leaders working in homeless programs, such as city, county representatives and representation from community-based organizations (to be identified by CONTRACTOR and subcontractor) to discuss the arc and breakdown of the four strategy sessions, one for each of the following four phases of work: Discovery, Strategy, Products and Reporting. CONTRACTOR shall solicit input from the key leadership, including individuals with lived experience of homelessness, at the strategy sessions.

b. CONTRACTOR shall review key documents including the Governance Charter, existing focus group data from people with lived experience of homelessness, and racial equity system modeling report developed by the CoC’s racial equity subgroup.

c. CONTRACTOR shall create survey for attendees in advance of first strategy session.

d. CONTRACTOR shall prepare summary of survey results.

B. Strategy

a. CONTRACTOR shall participate in virtual orientation for people with lived experience of homelessness.

b. CONTRACTOR shall plan agenda and facilitate four virtual Strategy Sessions up to 3-hour per session.

c. CONTRACTOR shall prepare Strategy Session agendas and summary notes for
each session.

d. CONTRACTOR shall plan agenda and facilitate a virtual meeting with the CPC following each strategy session to debrief the prior session and adjust the agenda for the upcoming session.

C. Products

a. CONTRACTOR shall author and provide a revised Governance Charter to Alameda County CoC.

b. CONTRACTOR shall author a revised MOU scope of work describing the proposed role of EveryOne Home, if needed.

c. CONTRACTOR shall author and provide a set of final recommendations regarding implementation of the revised Governance Charter.

VI. Outcomes Reporting

CONTRACTOR shall submit a final report at the conclusion of the scope of work

7. Page 19, Renumbe paragraph I, where “I” is change to “VII”.

8. Page 20, Exhibit B – Payment Terms is replaced with the attached Exhibit B-1 Payment Terms Revisions.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year first mentioned above.

<table>
<thead>
<tr>
<th>COUNTY OF ALAMEDA</th>
<th>A.C. COMMUNITY DEVELOPMENT AGENCY</th>
<th>ASPIRE CONSULTING LLC</th>
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<tbody>
<tr>
<td>Name: Colleen Chawla</td>
<td>Name: Chris Bazar</td>
<td>Name: Kathie E. Barkow</td>
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<tr>
<td>Title: Health Care Services Agency Director</td>
<td>Title: Community Development Agency Director</td>
<td>Title: President</td>
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<td>Date: 3/5/2021</td>
<td>Date: 1/5/2021</td>
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Approved as to Form:

Donna R. Ziegler, County Counsel

Heather Littlejohn, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Amendment No. 1 in his/her authorized capacity and that by his/her signature on this Amendment No. 1, he/she or the entity upon behalf of which he/she acted, executed this Amendment No. 1.
EXHIBIT B-1

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR up to $39,185.00 for work beginning October 15, 2020 and ending February 28, 2021 for services in accordance with the scope of work in Exhibit A and the Program Budget, in accordance with the conditions set forth below. This budget includes not-to-exceed amounts. Invoices shall request reimbursement based on hours worked only, up to the budgeted amounts below.

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<tr>
<td>A. Kickoff meeting with key leadership of CoC Committee and Leadership Board, summarize document review including current Governance Charter and EveryOne Home MOU with County and other equity documents, summarize the participant survey results and distribute materials to participants of the Strategy Sessions.</td>
</tr>
<tr>
<td>B. Provide four strategy sessions with strategy session agendas and summary notes.</td>
</tr>
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<td>C. Revise Governance Charter, MOU and provide final recommendations</td>
</tr>
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<td><strong>TOTAL</strong></td>
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2. CONTRACTOR shall submit invoices no more than monthly including supporting documentation for costs invoiced. Invoices shall be reviewed by the liaison assigned to monitor this Contract and shall be approved by the Housing Director of Alameda County Housing and Community Development Department (HCD) or the Director’s designee.

3. Total payment under the terms of this agreement shall not exceed $39,185.00. These funds must cover all costs to the CONTRACTOR of providing or contracting for services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work described in Exhibit A.

4. All requests for reimbursement will be in a format approved by the COUNTY and shall be submitted to the COUNTY on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

5. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations, should be brought to the attention of the COUNTY staff reconciliation.

6. Monthly invoices should include, by line item, documentation of the expenditure including copies of invoices. Invoices must be approved by the Director of Alameda County HCD Agency or the Director’s designee.

7. Once the line item budget has been approved through the execution of the Contract, there can be no more than two (2) requests of adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year unless approved by the Director of HCD or the Director’s designee.

[END OF EXHIBIT B]
EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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<tr>
<th>TYPE OF INSURANCE COVERAGE(S)</th>
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<tr>
<td>A Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
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<td>Premises Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Advertising Liability</td>
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<td>B Commercial or Business Automobile Liability</td>
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</tr>
<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>Any Auto or Hired and Non-Owned Autos</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>C Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits</td>
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<td></td>
</tr>
<tr>
<td>1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and at all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</td>
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<td>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers’ Compensation Written Declaration of Compliance.</td>
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<td>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO Form CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.</td>
<td></td>
</tr>
<tr>
<td>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 acceptable Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:</td>
<td></td>
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<td>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.</td>
<td></td>
</tr>
<tr>
<td>Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.</td>
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<td>7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</td>
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<tr>
<td>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</td>
<td></td>
</tr>
</tbody>
</table>
County of Alameda
Workers' Compensation Written Declaration of Compliance
(To be completed by the Contractor)

Amount of Contract: $39,185.00  Term of Contract: 10/15/20 through 2/28/2021
Name of Contractor: Aspire Consulting LLC

For Workers' Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers’ Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers’ Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

Signature ___________________________  12/17/20
Owner, Officer, Director, Partner or other Principal  Date

Kathie E. Barkow ____________________________________________
Principal  Principal
Print/Type Name

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor’s proof of insurance.

Revised 12-11-17
EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

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

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

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

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

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

CONTRACTOR: Aspire Consulting LLC

PRINCIPAL: Kathie F. Barkow

TITLE: President

SIGNATURE: Kathie Barkow

DATE: 3/3/2021

Page 7B of 7
Amendment No. 2
to
Standard Services Agreement
between
The County of Alameda
And
Aspire Consulting LLC

THIS AMENDMENT No. 2, made and entered into on the 15th day of February, 2021, modifies the Standard Services Agreement ("Agreement") entered into on the 15th day of October, 2020, previously amended on 15th day of December, 2020, between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and Aspire Consulting LLC, a California limited liability company, hereinafter referred to as "CONTRACTOR" for the provision of facilitated process to incorporate racial equity into the Continuum of Care (CoC) governance structures and processes.

WITNESSETH

Whereas, the COUNTY and the CONTRACTOR desire to amend the Agreement to extend the current contract term by three (3) months and increase the contract by $18,375; and

Whereas, extending the term of this Agreement will allow CONTRACTOR to continue providing services during the extended time; and

Whereas, the CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County CoC (led by EveryOne Home) through a facilitated process to incorporate racial equity into the CoC’s governance structures and processes.

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRATOR agree as follows with respect to Contract No. 21297 (the “Agreement”):

1. Page 1, after the exhibit section the following paragraphs are amended as follows:
   b. Delete “The compensation payable to CONTRACTOR hereunder shall not exceed thirty-nine thousand, one hundred eighty-five dollars and no cents ($39,185.00) for the term of this Agreement.” and replaced it with “The compensation payable to CONTRACTOR hereunder shall not exceed fifty-seven thousand, five hundred sixty dollars and no cents ($57,560.00) for the term of this Agreement.”

2. Page 10, Termination is amended as follows:
   a. Delete “$39,185.00” and replace it with “$57,560.00”.

Amendment No. 2
Page 1 of 3

4. Page 19, Exhibit A – Scope of Work is amended as follows:
   Immediately following paragraph C of section V, add section VI as follows:

   VI. Support for Equity Centered Governance Charter

   CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County Continuum of Care (led by EveryOne Home) through a facilitated process to assist the CoC to incorporate racial equity into the CoC’s governance structures and processes as described below.

   A. CONTRACTOR shall plan, coordinate, and facilitate a Work Group and Focus Group to solicit input to key sections of the Charter, including the areas regarding HUD requirements, build consensus, and revise the Charter draft as needed to incorporate the feedback.

   B. CONTRACTOR shall plan, coordinate, and present at one Leadership Board meeting to discuss updated sections of the revised Governance Charter and facilitate discussion to gather input.

   C. CONTRACTOR shall plan, coordinate, and present at one community meeting to unveil the fully revised Governance Charter and strategies to advance racial equity and facilitate large and small group discussions to answer questions, gather input and promote buy in.

5. Page 19, Renumber paragraph VI, where “VI” is change to “VII”.

6. Page 19, Exhibit A – Scope of Work is amended as follows:
   Immediately following paragraph C of section VII, add paragraph as follows:
   CONTRACTOR Shall submit Quarterly reporting outcomes by completing Vendor Pool Form 4 request by end of each Quarter.

7. Page 20, Exhibit B - 1 – Payment Terms is replaced with the attached Exhibit B-2 Payment Terms Revisions.

8. Exhibit D – The attached Debarment and Suspension Certification is incorporated herein by this reference.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year first mentioned above.

<table>
<thead>
<tr>
<th>COUNTY OF ALAMEDA</th>
<th>A.C. COMMUNITY DEVELOPMENT AGENCY</th>
<th>ASPIRE CONSULTING LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ___________________</td>
<td>By: ___________________</td>
<td>By: ___________________</td>
</tr>
<tr>
<td>Name: Colleen Chawla</td>
<td>Name: Chris Bazar</td>
<td>Name: Kathie E. Barkow</td>
</tr>
<tr>
<td>Title: Health Care Services Agency Director</td>
<td>Title: Community Development Agency Director</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date: 6/8/2021 ___________________</td>
<td>Date: 5/25/2021 ___________________</td>
<td>Date: 5/25/2021 ___________________</td>
</tr>
</tbody>
</table>

Approved as to Form:
Donna R. Ziegler,
County Counsel
Date: 5/25/2021

By: ___________________ | By: ___________________ | By: ___________________ |
| Name: Colleen Chawla | Name: Chris Bazar | Name: Kathie E. Barkow |
| Title: Health Care Services Agency Director | Title: Community Development Agency Director | Title: President |
| Date: 6/8/2021 ___________________ | Date: 5/25/2021 ___________________ | Date: 5/25/2021 ___________________ |

By signing above, signatory warrants and represents that he/she executed this Amendment No. 2 in his/her authorized capacity and that by his/her signature on this Amendment No. 2, he/she or the entity upon behalf of which he/she acted, executed this Amendment No. 2.
EXHIBIT B-2

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR up to $57,560.00 for work beginning October 15, 2020 and ending May 31, 2021 for services in accordance with the scope of work in Exhibit A and the Program Budget, in accordance with the conditions set forth below. This budget includes not-to-exceed amounts. Invoices shall request reimbursement based on hours worked only, up to the budgeted amounts below.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Governance Charter Project Management (10/15/20 - 11/30/20)</strong></td>
<td></td>
</tr>
<tr>
<td>1A. Provide project management services up to 24 hours at $185.00 per hour</td>
<td>$4,440.00</td>
</tr>
<tr>
<td><strong>2. Point-In-Time Count Pre-planning (10/15/200 - 12/31/20)</strong></td>
<td></td>
</tr>
<tr>
<td>2A. Monitor and review HUD printed and webinar guidance up to 6 hours at $185.00 per hour</td>
<td>$1,110.00</td>
</tr>
<tr>
<td>2B. Coordinate, prepare for and facilitate two meetings with the Community Planning Committee (CPC) to identify COVID-safe options for the PIT County and survey in the absence guidance from HUD up to 28 hours at $185.00 per hour</td>
<td>$5,180.00</td>
</tr>
<tr>
<td>2C. Prepare for and facilitate one virtual meeting to orient member of the CPC to EveryOne Counts PIT Count requirements for HUD up to 6 hours at $185.00 per hour</td>
<td>$1,110.00</td>
</tr>
<tr>
<td>2D. Collaborate with EOH staff to review 2019 PIT Count survey, constraints and problem areas to consider addressing and supporting drafting the survey for 2021 up to 10 hours at $185.00 per hour</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>2E. Prepare for and facilitate at least three meetings of the CPC to determine a methodology for the 2021 Youth Count up to 28 hours at $185.00 per hour</td>
<td>$5,180.00</td>
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<tr>
<td>2F. Respond to emergent or time-sensitive areas for the Count and Survey as directed by EOH project lead up to 8 hours at $185.00 per hour</td>
<td>$1,480.00</td>
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<tr>
<td>3A. Kickoff meeting with key leadership of CoC Committee and Leadership Board, summarize document review including current Governance Charter and EveryOne Home MOU with County and other equity documents, summarize the participant survey results and distribute materials to participants of the Strategy Sessions.</td>
<td>$4,925.00</td>
</tr>
<tr>
<td>3B. Provide four strategy sessions with strategy session agendas and summary notes.</td>
<td>$10,750.00</td>
</tr>
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<td>3C. Revise Governance Charter, MOU and provide final recommendations</td>
<td>$3,160.00</td>
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4. Support for Equity Centered Governance Charter (2/15/21 - 5/31/21)

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<tr>
<td>4A</td>
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**TOTAL** $57,560.00

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[END OF EXHIBIT B]
EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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The County of Alameda
The Healthcare Services Agency
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1675

Account Information:

| Policy Holder Details | ASPIRE CONSULTING LLC |

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 242-1430
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER.**

**THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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

**PRODUCER**
USAA INSURANCE AGENCY INC/PHS
65812846
The Harford Business Service Center
3900 Wiseman Blvd
San Antonio, TX 78251

**CONTACT NAME**

**PHONE** (888) 242-1430

**FAX** (888) 443-6112

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Sentinel Insurance Company Ltd</th>
<th>NAIC#</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B</td>
<td></td>
<td></td>
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**COVERAGES**

**CERTIFICATE NUMBER**

**REVISION NUMBER**

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

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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>AGGREGATE:</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. The County of Alameda, its board of supervisors, the individual members there of, and all county officers, agents, employees, volunteers, and representatives are an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**
The County of Alameda
The Healthcare Services Agency
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1675

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Exhibit C
Page 3 of 5
Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO   TX    78251
Policyholder, please call us at: (888) 242-1430
Agent, please call us at: (888) 242-1430
SERVICE.TX@THEHARTFORD.COM

INSURANCE ENDORSEMENT ATTACHED

*** PLEASE REVIEW THE CHANGE ***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:
Policyholder, please call us at: (888) 242-1430
Agent, please call us at: (888) 242-1430    between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

USAA INSURANCE AGENCY INC/PRS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER
County of Alameda

Workers’ Compensation Written Declaration of Compliance

(To be completed by the Contractor)

Amount of Contract: $57,560.00
Term of Contract: 10/15/2020 through 5/31/2021
Name of Contractor: Aspire Consulting LLC

For Workers’ Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers’ Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers’ Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers’ compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

Signature: ___________________________ 4/27/2021
Owner, Officer, Director, Partner or other Principal  Date

Kathie E. Barkow
Principal

Print/Type Name

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor’s proof of insurance.
EXHIBIT D

COUNTY OF ALAMEDA
DEBARTMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

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

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

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

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

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

CONTRACTOR: Aspire consulting LLC

PRINCIPAL: Kathie E. Barkow

SIGNATURE: ______________________________  DATE: ______________________

TITLE: President

5/25/2021
Amendment No. 3  
to  
Standard Services Agreement  
between  
The County of Alameda  
And  
Aspire Consulting LLC

THIS AMENDMENT No. 3, made and entered into on the 1st day of June, 2021, modifies the Standard Services Agreement (“Agreement”) entered into on the 15th day of October, 2020, as previously amended on 15th day of February, 2021 and 15th day of December, 2020, between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and Aspire Consulting LLC, a California limited liability company, hereinafter referred to as "CONTRACTOR" for the provision of project management and technical assistance to Homekey Program and 2022 Point-In-Time Count.

WITNESSETH

Whereas, COUNTY and local jurisdictions and housing providers can apply for funding from the State of California Department of Housing and Community Development (State HCD) under the Homekey Program (Homekey) as part of the state response to the COVID-19 pandemic. The purpose of Homekey is to add permanent housing stock for people experiencing homelessness and leaving COVID-19 specific temporary housing; and

Whereas, the COUNTY received funding from State HCD under Homekey; and

Whereas, the COUNTY desires to improve the Homelessness Response System (HRS) including through Homeless Management Information System (HMIS) and other federally-required efforts; and

Whereas, the COUNTY and the CONTRACTOR desire to amend the Agreement to extend the current contract term by thirteen (13) months and increase the contract by $74,575, and

Whereas, extending the term of this Agreement will allow CONTRACTOR to continue providing services during the extended time; and

Whereas, the CONTRACTOR shall provide strategy development support for Homekey, HMIS, and 2022 Point-In-Time Count support.

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR agree as follows with respect to Contract No. 21297 (the “Agreement”):

1. Page 1, after the exhibit section the following paragraphs are amended as follows:
   b. Delete “The compensation payable to CONTRACTOR hereunder shall not exceed
fifty-seven thousand, five hundred sixty dollars and no cents ($57,560.00) for the term of this Agreement.” and replaced it with “The compensation payable to CONTRACTOR hereunder shall not exceed $132,135.00 (one hundred thirty-two thousand, one hundred thirty-five dollars and no cents) for the term of this Agreement.”

2. Page 10, Number 20 - Termination is amended as follows:
   a. Delete “Services shall not exceed $57,560.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.” and replace it with “Services shall not exceed $132,135.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.”

3. Page 19, delete Exhibit A – Scope of Work entirely and replace it with Exhibit A – Scope of Work Revision A.

4. Page 20, Exhibit B - 2 – Payment Terms is replaced with the attached Exhibit B-3 Payment Terms Revisions.

5. Exhibit D – The attached Debarment and Suspension Certification is incorporated herein by this reference.

6. Except for the above changes, the original Agreement remains in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the day and year first mentioned above.

<table>
<thead>
<tr>
<th>COUNTY OF ALAMEDA</th>
<th>A.C. COMMUNITY DEVELOPMENT AGENCY</th>
<th>ASPIRE CONSULTING LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Colleen Chawla</td>
<td>By: Sandra Rivera</td>
<td>By: Kathie E. Barkow</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>Name: Colleen Chawla</td>
<td>Name: Chris Bazar</td>
<td>Name: Kathie E. Barkow</td>
</tr>
<tr>
<td>Title: Health Care Services Agency Director</td>
<td>Title: Community Development Agency Director</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date: 9/30/2021</td>
<td>Date: 9/15/2021</td>
<td>Date: 9/15/2021</td>
</tr>
</tbody>
</table>

Approved as to Form: Donna R. Ziegler, County Counsel
By: Heather Littlejohn Goodman
Deputy County Counsel
Date: 9/15/2021

By signing above, signatory warrants and represents that he/she executed this Amendment No. 3 in his/her authorized capacity and that by his/her signature on this Amendment No. 3, he/she or the entity upon behalf of which he/she acted, executed this Amendment No. 3.
EXHIBIT A
DEFINITION OF SERVICES
Scope of Work Revision A

I. Background

The Continuum of Care (CoC) Program of the U.S. Department of Housing and Urban Development (HUD) requires that representatives from relevant organizations within a geographic area establish a CoC for the geographic area to carry out the duties of CoC Program. HUD requires CoCs to conduct a Point-in-Time (PIT) count, a count of sheltered and unsheltered people experiencing homelessness on a single night in January. HUD also requires CoCs to utilize a HMIS which is a database that records demographic information about people experiencing or at risk of homelessness, data about program utilization, and tracks the outcomes people experiencing homelessness achieve as a result of being served by programs within Alameda County’s Homelessness Response System.

EveryOne Home (EOH) is a collective impact initiative founded in 2007 to facilitate the implementation of the COUNTY’S plan to end homelessness. EOH currently conducts Alameda County CoC’s PIT count. EOH operates via a CoC Committee and its Leadership Board. The EOH’s Governance Charter detailing its purpose and procedures for operating, requires updating to reflect equity requirements contained within recently revised federal requirements.

Homekey was established in 2020 as part of the state response to the COVID-19 pandemic as a means to move people into permanent housing from non-congregate shelter options created during the pandemic for people experiencing homelessness. Under the Homekey program, local jurisdictions or public entities (including in partnership with non-profit agencies) partner with the state to acquire and rehabilitate a variety of housing types, including but not limited to hotels, motels, vacant apartment buildings, and residential care facilities in order to serve people experiencing homelessness and or who are also at a risk of serious illness from COVID-19.

Alameda County and the City of Oakland submitted 8 applications and received funding for 5 housing projects in the 2020 Homekey funding cycle totaling approximately $75 million, the second highest amount in the state. Additional funding availability is anticipated in the Homekey program.

II. General Description of Services

CONTRACTOR shall assist with updating the charter and will manage the recruitment, vetting, and selection of a qualified equity consultant for EOH. CONTRACTOR shall provide COUNTY with pre-planning for 2021 EveryOne Counts! Point-In-Time (PIT) Count and project management for EOH governance and equity structure services. Contractor shall provide strategy development support for Homekey, HMIS and 2022 Point-In-Time Count support.
III. Project Management for EOH/Continuum of Care (CoC) Equity and Governance Charter

A. CONTRACTOR shall support the ad hoc sub-committee of EOH who will select a consultant to assist EOH with updating its governance charter to include the HUD-mandated equity components. CONTRACTOR shall provide up to FOUR (4) hours per week totaling 24 hours of project management services including: recruiting, vetting, and supporting the hiring of a lead equity consultant.

B. CONTRACTOR shall meet with the sub-committee of EOH weekly or as needed to report on the status of selecting a lead consultant.

C. CONTRACTOR shall ensure members of the sub-committee complete tasks for which they are accountable.

D. CONTRACTOR shall prepare and provide to the sub-committee a written summary of each candidate’s fit for the needed equity consultant and other materials that support selection of a candidate.

E. CONTRACTOR shall facilitate a meeting for the sub-committee’s selection of an equity consultant.

F. CONTRACTOR shall support EOH to manage logistics of the weekly meetings with the ad hoc sub-committee including scheduling meetings, issuing meeting reminders, tracking actions items and note taking.

IV. Pre-planning for the 2021 Homeless PIT Count and Survey –

Every other year, Alameda County is required by the U.S. Department of Housing and Urban Development (HUD) to conduct an enumeration of its residents who are unsheltered and sheltered and to also report on specific demographic characteristics. This mandated PIT Count must comply with specific methodological and quality requirements from HUD to assure the efficacy and reliability of the data which informs local planning and is submitted to HUD to inform national evaluation and planning. The PIT Count is required to take place in the last 10 days of January 2021. Significant planning and technical support are necessary to comply with the myriad facets of the PIT Count mandate. Alameda County and its cities designate EOH as the entity to plan for, contract a research team, and lead the fieldwork and data submission.

CONTRACTOR shall provide initial planning and technical support to EOH, EOH’s PIT Count project lead, and the CoC’s Community Planning Committee (CPC), whose members determined and seated by EOH, in 6-8 virtual meetings to advance work on key planning areas noted below until HUD guidance for the 2021 PIT count is issued and full-scale planning and implementation can begin.
A. HUD Guidance

CONTRACTOR shall monitor and review HUD printed and webinar guidance as it becomes available.

CONTRACTOR shall review content and implications with EOH PIT Count project lead.

B. Contingency Planning and Selecting Methodology

CONTRACTOR shall coordinate, prepare for and facilitate two meetings with the CPC to identify COVID-safe options for the PIT Count and survey in the absence of guidance from HUD to allow fast mobilization once HUD guidance becomes available.

CONTRACTOR shall coordinate, prepare for and facilitate one meeting with the CPC to decide upon methodology and work plan once HUD guidance has been received and contingency planning is completed.

C. Orientation to Alameda County’s PIT Count and Survey of Unsheltered and Sheltered Homelessness

CONTRACTOR shall prepare for and facilitate one virtual meeting to orient members of the CPC to EveryOne Counts PIT Count requirements for HUD methodology, resource needs, roles of volunteers, and other key features to equip them to participate more fully in the contingency planning processes and other planning work leading up to the field work, once HUD guidance has been received.

D. Survey Development

CONTRACTOR shall collaborate with EOH project lead to review 2019 PIT count survey constraints and problem areas to consider addressing and support drafting the survey for 2021. CONTRACTOR shall work with EOH project lead by providing facilitation of the associated two CPC meetings, bridging the connection to reporting and EOH/partners’ data needs.

CONTRACTOR shall take the lead in developing a recommendation for the survey for CPC to present to the CoC for approval. The recommendation shall discuss options for determining annual estimates without duplication, addressing questions with inconsistent results/skips/write-in answers in 2019, and improvements in determining household type and size for unsheltered households.

E. Methodologic Considerations for Youth Count and Unsheltered Pre-survey Work
CONTRACTOR shall prepare for and facilitate at least three meetings of the CPC to determine a methodology for the 2021 Youth Count (modifications are needed from the 2019 methodology) and capture household status and size as part of the pre-survey sampling of unsheltered households across all types of unsheltered living situations.

F. Other Work as Emerges for Pre-planning

CONTRACTOR shall respond to emergent or time-sensitive areas for developing the Count and Survey as directed by EOH project lead.

V. Equity Centered Governance Charter

CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County Continuum of Care (led by EveryOne Home) through a facilitated process that embeds racial equity in its governance structures and processes.

A. Discovery

1. CONTRACTOR shall participate in kickoff meeting with key leadership to discuss the arc and breakdown of the strategy sessions.

2. CONTRACTOR shall review key documents including the Governance Charter, focus group data from people with lived experience, and racial equity system modeling report.

3. CONTRACTOR shall create survey for attendees in advance of first strategy session.

4. CONTRACTOR shall prepare summary of survey results.

B. Strategy

1. CONTRACTOR shall participate in virtual orientation for people with lived experience.

2. CONTRACTOR shall plan agenda and facilitate four virtual Strategy Sessions up to 3-hour per sessions.

3. CONTRACTOR shall prepare Strategy Session agendas and summary notes for each session.

4. CONTRACTOR shall plan agenda and facilitate a virtual meeting with the planning committee following each strategy session to debrief the prior session and adjust the agenda for the upcoming session.

C. Products
1. CONTRACTOR shall author and provide a revised Governance Charter to Alameda County CoC.

2. CONTRACTOR shall author a revised MOU, if needed.

3. CONTRACTOR shall author and provide a set of final recommendations regarding implementation of the revised Governance Charter.

CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County Continuum of Care (led by EveryOne Home) through a facilitated process to assist the CoC to incorporate racial equity into the CoC’s governance structures and processes as described below.

D. CONTRACTOR shall plan, coordinate, and facilitate a Work Group and Focus Group to solicit input to key sections of the Charter, including the areas regarding HUD requirements, build consensus, and revise the Charter draft as needed to incorporate the feedback.

E. CONTRACTOR shall plan, coordinate, and present at one Leadership Board meeting to discuss updated sections of the revised Governance Charter and facilitate discussion to gather input.

F. CONTRACTOR shall plan, coordinate, and present at one community meeting to unveil the fully revised Governance Charter and strategies to advance racial equity and facilitate large and small group discussions to answer questions, gather input and promote buy in.

VI. Support for Equity Center Governance Charter

CONTRACTOR shall work with subcontractor, Racial Equity Partners, to lead the Alameda County Continuum of Care (led by EveryOne Home) through a facilitated process to assist the CoC to incorporate racial equity into the CoC’s governance structures and processes as described below.

A. CONTRACTOR shall plan, coordinate, and facilitate a Work Group and Focus Group to solicit input to key sections of the Charter, including the areas regarding HUD requirements, build consensus, and revise the Charter draft as needed to incorporate the feedback.

B. CONTRACTOR shall plan, coordinate, and present at one Leadership Board meeting to discuss updated sections of the revised Governance Charter and facilitate discussion to gather input.

C. CONTRACTOR shall plan, coordinate, and present at one community meeting to unveil the fully revised Governance Charter and strategies to advance racial equity and facilitate large and small group discussions to answer questions, gather input and promote buy in.

VII. Homekey and Homelessness Response System Strategy Development and Support
A. CONTRACTOR shall co-facilitate and co-host one community meeting for the Homekey program as well as plan the meeting agenda with the Director of COUNTY Housing and Community Development Department (COUNTY HCD), develop and edit meeting materials, and train select HCD staff about technical and engagement tools in Zoom and other software platform.

B. CONTRACTOR shall develop an orientation and training overview of the Countywide HMIS that shall address HUD requirements and COUNTY’s use of HMIS in the community, trouble spots that hinder HMIS utilization and how HMIS can add efficiency within the Homelessness Response System to better serve people experiencing housing instability. CONTRACTOR shall implement the training described in the training overview and provide orientation, coaching, and training support for HMIS staff.

C. CONTRACTOR shall provide technical assistance, training, facilitation, coaching and support needs to COUNTY HCD for strategy development and implementation for the Homelessness Response System as mutually agreed to by CONTRACTOR and Director of COUNTY HCD or designee.

VIII. 2022 Point-In-Time Count Project Management and Technical Assistance

A. CONTRACTOR shall provide project management and technical assistance to plan the 2022 Point In Time Count to meet HUD requirements, selecting and implementing a federally compliant and locally feasible methodology, determine local research priorities, supporting volunteer recruitment and training, coordinate with local jurisdictions about encampment “hot spots”, convene regular planning meetings with COUNTY, local cities, research contractor, and community stakeholders, and oversee public facing communications about the Point-In-Time Count.

B. CONTRACTOR shall oversee and project manage the fieldwork for the one-day visual unsheltered count, the unsheltered youth count, and the survey fieldwork taking place in January and February 2022 (excludes the sheltered Point-In-Time Count and data collection managed by HCD) in close collaboration with the project’s research contractor.

C. CONTRACTOR shall provide project management and technical assistance for data production phase and activities to ensure data reliability and timely submission of Alameda County CoC’s 2022 Point-In-Time Count data to HUD and Alameda Countywide PIT Count Report.

IX. Outcomes Reporting

CONTRACTOR shall submit a quarterly report by completing the Vendor Pool Form 4, which provide by the COUNTY at the end of each quarter.
X. The approval of COUNTY to a requested change shall not release CONTRACTOR from its obligations under this Agreement
EXHIBIT B-3

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR up to $132,135.00, based on an hourly rate of $185.00, for work beginning October 15, 2020 and ending June 30, 2022 for services in accordance with the scope of work in Exhibit A and the Program Budget, in accordance with the conditions set forth below. This budget includes not-to-exceed amounts. Invoices shall request reimbursement based on hours worked only, up to the budgeted amounts below.

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<td><strong>1. Governance Charter Project Management (10/15/20 - 11/30/20)</strong></td>
<td>$4,440.00</td>
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<td>1A. Provide project management services</td>
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<td><strong>2. Point-In-Time Count Pre-planning (10/15/200 - 12/31/20)</strong></td>
<td>$15,910.00</td>
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<td>Up to a total of 86 hours</td>
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<td>2A. Monitor and review HUD printed and webinar guidance.</td>
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<td>2B. Coordinate, prepare and facilitate two meetings with the Community Planning Committee (CPC) to identify COVID-safe options for the PIT County and survey in the absence guidance from HUD.</td>
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<td>2C. Prepare for and facilitate one virtual meeting to orient member of the CPC to EveryOne Counts PIT Count requirements for HUD.</td>
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<td>2D. Collaborate with EOH staff to review 2019 PIT Count survey, constraints and problem areas to consider addressing and supporting drafting the survey for 2021.</td>
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<td>2E. Prepare for and facilitate at least three meetings of the CPC to determine a methodology for the 2021 Youth Count.</td>
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<td>2F. Respond to emergent or time-sensitive areas for the Count and Survey as directed by EOH project lead.</td>
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<td><strong>3. Equity Centered Governance Charter (12/15/20 - 2/28/21)</strong></td>
<td>$18,835.00</td>
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<td>Up to a total of 102 hours</td>
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<td>3A. Kickoff meeting with key leadership of CoC Committee and Leadership Board, summarize document review including current Governance Charter and EveryOne Home MOU with County and other equity documents, summarize the participant survey results and distribute materials to participants of the Strategy Sessions.</td>
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<tr>
<td>3B. Provide four strategy sessions with strategy session agendas and summary notes.</td>
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<td>3C. Revise Governance Charter, MOU and provide final recommendations.</td>
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<tr>
<td><strong>4. Support for Equity Centered Governance Charter (2/15/21 - 12/31/21)</strong></td>
<td>$18,375.00</td>
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<td>Up to a total of 100 hours</td>
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<td>4A. Plan, coordinate, and facilitate a Work Group and Focus Group solicit input to key sections Charter.</td>
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</table>
4B. Plan, coordinate, and present at one Leadership Board meeting to discuss updated sections of the revised Governance Charter.

4C. Plan, coordinate, and present at one Community meeting to unveil the fully revised Governance Charter.

<table>
<thead>
<tr>
<th>5. Homekey and Homelessness Response System Strategy Development Support (6/1/21 – 6/30/22)</th>
<th>$20,000.00</th>
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<td>Up to a total of 108 hours</td>
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</table>

5A. Co-facilitate and co-host virtual community meeting for the Homekey program as well as plan the meeting agenda with the Director of COUNTY HCD, develop and edit meeting materials, and train select HCD staff about technical and engagement tools in Zoom.

5B. Develop an orientation and training overview of the Countywide HMIS that shall address HUD requirements and COUNTY’s use of HMIS in the community, trouble spots that hinder HMIS utilization and how HMIS can add efficiency within the Homelessness Response System to better serve people experiencing housing instability. CONTRACTOR shall implement the training described in the training overview and provide orientation, coaching, and training support for HMIS staff.

5C. Provide technical assistance, training, facilitation, coaching and support needs to COUNTY HCD for strategy development and implementation for the Homelessness Response System as mutually agreed to by CONTRACTOR and Director of COUNTY HCD or designee.

<table>
<thead>
<tr>
<th>6. 2022 Point-In-Time Count Support (6/1/21 – 6/30/22)</th>
<th>$54,575.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to a total of 295 hours</td>
<td></td>
</tr>
</tbody>
</table>

6A. Provide project management and technical assistance to plan the 2022 Point In Time Count to meet HUD requirements, selecting and implementing a federally compliant and locally feasible methodology, determine local research priorities, supporting volunteer recruitment and training, coordinate with local jurisdictions about encampment “hot spots”, convene regular planning meetings with COUNTY, local cities, research contractor, and community stakeholders, and oversee public facing communications about the Point-In-Time Count.

6B. Oversee and project manage the fieldwork for the one-day visual unsheltered count, the unsheltered youth count, and the survey fieldwork taking place in January and February 2022 (excludes the sheltered Point-In-Time Count and data collection managed by HCD) in close collaboration with the project’s research contractor.

6C. Provide project management and technical assistance for data production phase and activities to ensure data reliability and timely submission of Alameda County CoC’s 2022 Point-In-Time Count data to HUD and Alameda Countywide PIT Count Report.

| CONTRACT TOTAL | $132,135.00 |

2. CONTRACTOR shall submit invoices no more than monthly including supporting documentation for costs invoiced. Invoices shall be reviewed by the liaison assigned to monitor this Contract and shall be approved by the Director of COUNTY HCD or designee.

3. Total payment under the terms of this agreement shall not exceed $132,135.00. These funds must cover all costs to the CONTRACTOR of providing or contracting for services, as no additional funds will be made available to reimburse expenses.
incurred in completing the Scope of Work described in Exhibit A.

4. All requests for reimbursement will be in a format approved by the COUNTY and shall be submitted to the COUNTY on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

5. Any adjustments made by the fiscal auditors at the year-end audit, under the American Institute of Certified Public Accountants (AICPA) guidelines and other relevant federal regulations, should be brought to the attention of the COUNTY staff reconciliation.

6. Monthly invoices should include, by line item, documentation of the expenditure including copies of invoices. Invoices must be approved by the Director COUNTY HCD or designee.

7. Once the line item budget has been approved through the execution of the Contract, there can be no more than three (3) requests of adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year unless approved by the Director of HCD or her designee.

[END OF EXHIBIT B]
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>B Commercial or Business Automobile Liability</strong></td>
<td></td>
</tr>
<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>C Workers’ Compensation (WC) and Employers Liability (EL)</strong></td>
<td></td>
</tr>
<tr>
<td>As required by State of California</td>
<td>WC: Statutory Limits EL: No less than $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td><strong>D Endorsements and Conditions:</strong></td>
<td></td>
</tr>
<tr>
<td>1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and at all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</td>
<td></td>
</tr>
<tr>
<td>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase ‘extended reporting’ coverage for a minimum of five (5) years after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers’ Compensation Written Declaration of Compliance.</td>
<td></td>
</tr>
<tr>
<td>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at lease as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.</td>
<td></td>
</tr>
<tr>
<td>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 acceptable Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:</td>
<td></td>
</tr>
<tr>
<td>– Separate insurance policies issued for each individual entity, with each entity included as a &quot;Named Insured (covered party), or at minimum named as an &quot;Additional Insured&quot; on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named abode.</td>
<td></td>
</tr>
<tr>
<td>– Joint insurance program with the association, partnership or other joint business venture included as a &quot;Named Insured&quot;.</td>
<td></td>
</tr>
<tr>
<td>7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</td>
<td></td>
</tr>
<tr>
<td>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</td>
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</tbody>
</table>
The County of Alameda
The Healthcare Services Agency
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1675

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
USAA INSURANCE AGENCY INC/PHS
65812846
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

**INSURED**
ASPIRE CONSULTING LLC
32944 REGENTS BLVD
UNION CITY CA 94587-5412

**CERTIFICATE HOLDER**
San Antonio, TX 78251

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**COVERAGES**

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBINS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>65 SBM PY8518</td>
<td>10/13/2020</td>
<td>10/13/2021</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
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<td></td>
<td></td>
<td>DAMAGE TO RENTED PROPERTY $1,000,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
<td>PRODUCTS - COMPO/OP AGG $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>65 SBM PY8518</td>
<td>10/13/2020</td>
<td>10/13/2021</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<tr>
<td></td>
<td>ANY AUTO</td>
<td>X</td>
<td></td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>OCCUR CLAIMS-MADE</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
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<td>AGGREGATE</td>
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<td>EXCESS LIAB</td>
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<tr>
<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
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<td></td>
<td>ANY</td>
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<tr>
<td></td>
<td>PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>N/A</td>
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<td>(Mandatory in NH)</td>
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<tr>
<td></td>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Those usual to the Insured's Operations. The County of Alameda, its board of supervisors, the individual members there of, and all county officers, agents, employees, volunteers, and representatives are an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**
The County of Alameda
The Healthcare Services Agency
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1675

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Exhibit C Page 3 of 5
Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO    TX 78251

Policyholder, please call us at: (888) 242-1430
Agent, please call us at: (888) 242-1430
SERVICE.TX@THEHARTFORD.COM

INSURANCE ENDORSEMENT ATTACHED

*** PLEASE REVIEW THE CHANGE ***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:
Policyholder, please call us at: (888) 242-1430
Agent, please call us at: (888) 242-1430  between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

USAA INSURANCE AGENCY INC/PHS
THE HARTFORD SELECT CUSTOMER INSURANCE CENTER
County of Alameda
Workers’ Compensation Written Declaration of Compliance
(To be completed by the Contractor)

Amount of Contract: $132,135.00 Term of Contract: 10/15/2020 - 6/30/2022

Name of Contractor: Aspire Consulting LLC

For Workers’ Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers’ Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers’ Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers’ compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

Signature _______________________________ 9/10/2021
Owner, Officer, Director, Partner or other Principal Date

Kathie E. Barkow
President
Print/Type Name Title

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor’s proof of insurance.
EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

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

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

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

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

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

CONTRACTOR: Aspire consulting LLC

PRINCIPAL: Kathie E. Barkow

TITLE: President

SIGNATURE: ______________________________  DATE: ______________________

9/15/2021