



OFFICE OF THE AGENCY DIRECTOR

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November 7, 2023

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

SUBJECT: APPROVE AN AUGMENTATION TO THE MULTI-YEAR STANDARD SERVICES AGREEMENT WITH CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS TO PROVIDE MENTAL HEALTH TECHNICAL CONSULTING SERVICES IN THE TOTAL AMOUNT OF \$3,825,000

Dear Board Members:

RECOMMENDATIONS

- A. Approve Amendment No. 2 to the Standard Services Agreement (Procurement Contract No. 22432) with California Institute for Behavioral Health Solutions (Principal: Percy Howard III; Location: Sacramento) resulting from a competitive procurement to increase mental health technical consulting services on California Department of Health Care Services and other behavioral health requirements with no change in the contract period of 7/1/21-6/30/24 increasing the amount from \$3,365,000 to \$3,825,000 (\$460,000 increase); and
- B. Authorize the Auditor-Controller to make the related budget adjustments, increasing appropriations by \$340,000 with offsetting revenue from Mental Health Services Act funding.

DISCUSSION/SUMMARY

Since 2005, your Board has approved agreements to provide consulting services to Alameda County Behavioral Health Care Services (ACBH) to address requirements of the Department of Health Care Services (DHCS), such as those relating to the Mental Health Services Act (MHSA). The consulting services have significantly contributed to the success of ACBH in meeting the goals of the following MHSA components: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Workforce Development, Education & Training (WET), and MHSA Innovation Grants (INN). On July 13, 2021 (Item No. 7), your Board approved an agreement with California Institute for Behavioral Health Solutions (CIBHS) and on October 18, 2022 (Item No. 8), approved an amendment to this agreement to support unanticipated economic and social impacts related to the pandemic.

ACBH anticipates continued increase in demand for mental health services as a result of the pandemic, along with DHCS initiatives under California Advancing and Innovating Medi-Cal (CalAIM) and the need for a regular three-year MHSA Plan, to continue to dramatically impact the service delivery system in the

coming years. ACBH must align with changes to new and existing mental health requirements, including but not limited to opportunities for funding, changes in program and legal requirements, and impact on program infrastructure such as personnel, budgeting, and future plans to continue to sustain and improve the service delivery system.

ACBH identified the critical areas for which consulting services are required: Health Care Services Agency (HCSA) agency-wide alignment and leadership development to streamline cross-departmental functions; Quality Improvement; Operations; Wellness & Recovery Program Consultation; MHSA PEI and INN Funding; Consumer and Family Employment Strategies; and Program Design and Development.

California Institute for Behavioral Health Solutions (CIBHS) provides quality improvement consultation and design assistance to help ACBH comply with DHCS regulations; wellness and recovery program best practices ; MHSA consultation to comply with California MHSA Oversight & Accountability Commission standards and guidelines; and program design and development guidance for delivering housing services, community-based organization capacity building, and program oversight and reporting. CIBHS is a nonprofit statewide organization created in 1993 to advocate for quality mental health services with the purpose of providing training, evaluation, technical assistance and research to County mental health departments and stakeholders. CIBHS Board of Directors consists of various directors from mental health agencies throughout California, local universities, community medical health care providers and consumers of mental health services.

DHCS initiatives such as CalAIM, the modernization of MHSA and demands of the service system drive the need for increased technical support. Your Board's approval of the amendment with CIBHS will ensure sufficient resources for mental health technical consultation services to support HCSA and ACBH toward success in navigating the changing landscape of behavioral health services.

SELECTION CRITERIA

This is a request for an augmentation to an existing contracted service. On July 13, 2021 (Item No. 7), your Board approved CIBHS to provide these mental health technical consulting services as a result of HCSA RFP No. HCSA-900421.

GSA has approved a Small, Local and Emerging Business (SLEB) Waiver for CIBHS (No. 7767, Expiration: 6/30/24). In addition, CIBHS will subcontract with the SLEB-certified provider Crisis Support Services of Alameda County (No. 17-00056; expiring 04/30/2024).

FINANCING

The increased appropriation is offset by \$120,000 already included in the Health Care Services Agency Office of the Agency Director FY 2023-24 Approved Budget and ACBH requests a budget adjustment offset by Mental Health Services Act (MHSA) funding of \$340,000 per the attached financial recommendation. There is no impact to net County cost as a result of your approval.

The Honorable Board of Supervisors

November 7, 2023

Page 3 of 3

VISION 2026 GOAL

Mental health technical consulting services meet the 10X goal pathway of **Healthcare for All** in support of the shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:



CB284AE84C50405...

Colleen Chawla, Director

Health Care Services Agency

CC/WV/rml/lp

Subject of Board Letter:

APPROVE AN AUGMENTATION TO THE MULTI-YEAR STANDARD SERVICES AGREEMENT WITH CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS TO PROVIDE MENTAL HEALTH TECHNICAL CONSULTING SERVICES IN THE TOTAL AMOUNT OF \$3,825,000

BY: 2024

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

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

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	
350551	452120	00000		\$340,000
			ORG TOTAL	\$340,000

			<i>Informational</i> PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL ANTICIPATED REVENUE \$340,000

			<i>Informational</i> PROJ/GR	
350500	610000	00000		\$340,000
			ORG TOTAL	\$340,000

			<i>Informational</i> PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION \$340,000

SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

Original	07/01/21-06/30/24	\$2,985,000
Amendment 1	07/01/21-06/30/24 (no extension)	\$3,365,000 (\$380,000 increase)
Amendment 2	07/01/21-06/30/24 (no extension)	\$3,825,000 (\$460,000 increase)

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and **California Institute for Behavioral Health Solutions**, (“Contractor”) with respect to that certain agreement dated **July 1, 2021**, as amended by the First Amendment dated **October 18, 2022**, (referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides **Mental Health Technical Consulting** services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on **June 30, 2024**. There is no change in the term of this Agreement.
3. The County shall pay Contractor in an additional amount not to exceed **four hundred sixty thousand dollars (\$460,000)**. The not to exceed amount has increased from **three million three hundred sixty-five thousand dollars (\$3,365,000)** to **three million eight hundred twenty-five thousand dollars (\$3,825,000)** over the term of the Agreement and any amendments.
4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to **\$3,825,000**.
5. Exhibit B - Payment Terms is amended by the attached Exhibit B-1, Payment Terms, which is attached to this Second Amendment and made a part of the Agreement.
6. Attached hereto and made a part of the Agreement is Exhibit C, County of Alameda Minimum Insurance Requirements.
7. Attached hereto and made a part of the Agreement is Exhibit D-1, a current Debarment and Suspension Certificate executed by Contractor.
8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

COUNTY OF ALAMEDA

CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS

By: 
Signature

By: 
60380FE44CF1441
Signature

Name: **NATE MILEY**
(Printed)

Name: Percy Howard, III
(Printed)

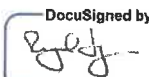
Title: President of the Board of Supervisors

Title: President and CEO

Date: 12/8/23

Date: 11/6/2023

Approved as to Form:
Donna R. Ziegler, County Counsel,
County of Alameda

By: 
9B77AF6F8D7F6431...
Raymond J. Leung,
Deputy County Counsel Signature

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

EXHIBIT B-1**PAYMENT TERMS**

Except as expressly modified by this Exhibit B-1, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

- (1) Total payment under the terms of this Agreement will not exceed the total amount of **three million eight hundred twenty-five thousand dollars**. This cost includes all taxes and all other charges.

CONTRACT BUDGET:

Budget Item	Year 1	Year 2	Year 3 Revised	Total
Consultant Services (External)				
Consultants	\$845,750	\$1,007,250	\$1,398,250	\$3,251,250
A. Consultant Services Subtotal (External)	\$845,750	\$1,007,250	\$1,398,250	\$3,251,250
Prime Contractor Expenses				
Personnel				
Amy Faulstich (.125 FTE, Salary + Fringe)	\$19,398	\$23,103	\$32,071	\$74,572
Operating Expenses				
Printing	\$90	\$138	\$191	\$419
Travel	\$412	\$460	\$638	\$1,510
Subtotal Operating Expenses	\$502	\$598	\$829	\$1,929
Indirect Expenses	\$99,500	\$118,500	\$164,500	\$382,500
B. Prime Contractor Expenses Subtotal	\$119,400	\$142,201	\$197,400	\$459,001
Subcontract Expenses				
SLEB Services (AP Support)	\$29,850	\$35,550	\$49,350	\$114,750
C. Subcontract Expenses Subtotal	\$29,850	\$35,550	\$49,350	\$114,750
Total Budget Request (Items A + B + C)	\$995,000	\$1,185,000	\$1,645,000	\$3,825,000

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2023

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

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

PRODUCER InterWest Insurance Services License #OB01094 P.O. Box 255188 Sacramento CA 95865-5188		CONTACT NAME: Jesse Williams PHONE (A/C No. Ext): 916-609-8333 FAX (A/C No.): 916-609-8333 EMAIL ADDRESS: JLWilliams@iwins.com	
INSURED California Institute For Behavioral Health Solutions 1760 Creekside Oaks Drive, Ste. 175 Sacramento CA 95833		CAINS-4 INSURER(S) AFFORDING COVERAGE INSURER A : The Hanover Insurance Company NAIC # 22292 INSURER B : Oak River Insurance Company 34630 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 467696880


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER:	Y	Y	ZHFD03032307	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZHFD03032307	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UHFD03036407	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	CAWC455828	1/15/2023	1/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Professional Liability			ZHFD03032307	9/1/2023	9/1/2024	Per Claim 1,000,000 Per Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured status applies to requested entities if required by written contract per the attached endorsement(s). County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers & representatives

CERTIFICATE HOLDER

Alameda County Behavioral Health Services Agency 2000 Embarcadero	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN AUTHORIZED REPRESENTATIVE 
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CANCELLATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/15/2023 Policy No.: CAWC455828 Endorsement No.:
Insured: Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____
WC 99 04 10 C
(Ed. 01-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit. advertising injury" involved the rendering of or failure to render any professional services by or for you.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
1. Required by the contract, agreement or permit described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury". This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:**
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
 - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
 - (3) when b. below applies.
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2.**

Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations
SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

EXHIBIT D-1

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

Check if continued on the attached page.

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

CONTRACTOR: California Institute for Behavioral Health Solutions

PRINCIPAL: Percy Howard, III TITLE: President and CEO

SIGNATURE:  DATE: 11/6/2023



REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (<https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm>)

PO Checklist (<https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm>)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Requesting Department GSA Procurement managing the competitive process

Department Primary Email Telephone

(Optional) Secondary Email

GSA Procurement/Auditor: Contact Name: Email Telephone

2. Recommended Vendor PO#: REQ#:

Country United States

Street **City** **State:** **Zip:**

3. Procurement Type (check all appropriate boxes below):

New Contract Renewal Contract Amendment-Term Contract Amendment- Othe

4 Total PO/Contract Value (including increase, **; Increase Value (if**

5. **Goods/Services Procurement Description:**

Legal representation for Short Doyle Medi-Cal audits.

6. **Brief explanation of why goods/services are**

California enacted Short Doyle Medi-Cal legislation in 1971 to enable counties to obtain matching funds on their costs of providing certain mental health services to persons eligible for Medi-Cal. The State aggressively audits the County's Short-Doyle Medi-Cal cost report, resulting in risk for disallowances.

7. **Date Goods/Services Needed:**

07/01/2023

a. **What are the consequences if the date goods/services needed is**

ACBH would be at risk for disallowances in state audits without the expert information to successfully appeal.

8. **Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

Short Doyle Medi-Cal is a administratively complex system. The State is implementing CalAIM and reforming the payment structure for FY 23-24, however ACBH will need to close out any audits and appeals from FY 2014-15 through FY 2022-23. This is a niche specialty, and other attorneys do not have the experience of Mr. Cumming for County Healthcare appeals, regulations, and legal arguments to protect ACBH revenue and the public's funding.

9. **IF APPLICABLE: New Sole Source submitted to Procurement**

OR Existing Approved Exception on

OR Not

10. **Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s),**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section

a. Other attorneys lack the unique combination of skills including experience with healthcare appeals, knowledge of ACBH financial practices and processes, background in state and federal regulations and the legal arguments for appeals.

b. N/A

c. N/A

Supporting Documents:

Douglas Cumming-Sole Source
Questionnaire amendment.docx

11 **If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes:

No:

If No,

See details above and previous approvals, this is a contract extension request with no increase in the not to exceed amount.

Expedite

(Check this box to expedite processing)

12. Department Certification: I certify to the accuracy of the preceding statements,

LOPEZR-2

Signature of Agency/Department Head
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Rickie Michelle

Print Name

06/16/2023

Date

OAP to complete below:

A. Request Approved:

Waiver Valid Through:

SLEB Waiver Number:

Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

JQUILLIO

Signed by GSA-Office of Acquisition Policy (Required)

06/16/2023

Date

*Primary Requestor - Main Contact **Secondary Requestor - Backup Contact

FINANCIAL RESOLUTION R-2023-607

PAGE: 1 OF 2
FILE NUMBER: 31099
MEETING DATE: 11/28/2023
ITEM NUMBER: 7
FUND: 10000

BY: 2024

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

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350551	452120	00000		\$340,000
			ORG TOTAL	\$340,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
			ORG TOTAL	\$0

GRAND TOTAL ANTICIPATED REVENUE \$340,000

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350500	610000	00000		\$340,000
			ORG TOTAL	\$340,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION \$340,000

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **28th** day of **November 2023**, to wit:

AYES: Supervisors Carson, Haubert, Marquez, Tam & President Miley-- 5

NOES: None

EXCUSED: None

Vote Miley

PRESIDENT, BOARD OF SUPERVISORS

File No.: 31099
Agenda No: 7
Document No: R-2023-607F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: *M. J. ...*
Deputy