

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Roots Community Health Center, ("Contractor") with respect to that certain agreement (Procurement Contract No. 11961) entered by them on June 2, 2015 and that certain First Amendment to Agreement ("First Amendment") dated October 11, 2016, (collectively herein, the "Contract" or "Agreement") pursuant to which Contractor provides street medicine and outreach services to County.

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

1. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed two hundred twenty one thousand six hundred and twenty-seven dollars (\$221,627.00). The not to exceed amount is therefore amended and increased from one million, one hundred and ninety-three thousand, two-hundred and eight dollars (\$1,193,208.00) to one million, four hundred and fourteen thousand, eight-hundred and thirty-five dollars (\$1,414,835.00) over the term of the Agreement and any amendments; the maximum amount payable to Contractor under Item 20, Termination, is amended from \$1,193,208.00 to \$1,414,835.00.
2. The attached Exhibit A-2 - Program Description and Performance Requirements, is incorporated into this Agreement by this reference; Exhibit A-2 supplements Exhibit A-1, which was attached to the First Amendment.
3. The attached Exhibit B-2, Payment Terms is incorporated into this Agreement by this reference and supplements the revised Exhibit B that was attached and incorporated into this Agreement by the First Amendment.
4. 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

Commented [MTH1]: Joon changed.

Procurement Contract No. 11961

by the County.

5. The term of the Agreement is currently scheduled to expire on April 30, 2019. As of the effective date of this Second Amendment, the term of the Agreement is extended through December 31, 2019.
6. Exhibit C, Insurance Requirements, is amended and replaced by the attached Exhibit C, Insurance Requirements.
7. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D-2, Debarment and Suspension Certification, which is attached and incorporated in to this Agreement by this reference, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation

Procurement Contract No. 11961

in such transaction.

- c. County will verify Contractor, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award Management website (SAM): www.SAM.gov;
 - (1) There is NO FEE to register or maintain your SAM.gov registration.
 - (2) County requires SAM.gov registration to include a DUNS number.
 - (3) DUNS = Data Universal Numbering System: A code required by the federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.
 - (4) Get a DUNS: <http://www.dnb.com/DUNS-number.html>.
- 8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

Procurement Contract No. 11961

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

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: Noha Aboelata, MD
(Printed)

Title: President of the Board of Supervisors

Title: Chief Executive Officer

Date: _____

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

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

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

EXHIBIT A-2
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Health Care Services Agency Administration and Indigent Health
Contractor Name	Roots Community Health Center
Contract Period	May 1, 2019 through December 31, 2019
Type of Services	Street Medicine
Procurement Contract No.	11961

I. Program Name

Oakland STOMP (Street Team Outreach Medical Program)

II. Contracted Services

Roots Community Health Center ("Contractor") shall ensure that funds are used to provide street medicine and medical outreach services to residents experiencing homelessness in East Oakland.

The Oakland STOMP team will provide medical outreach to engage individuals by offering medical care, and referrals to health care, housing navigation, and social services tailored to the needs of people experiencing homelessness in the East Oakland Community. The overall goal of the program is to:

1. Provide reliable, quality health care, based on best practices.
2. Improve the health and well-being of East Oakland residents experiencing homelessness through expanding access to health care for unsheltered individuals
3. Connect individuals to a medical home and other social services.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Contractor shall develop a medical outreach team consisting of one clinician (M.D.), one medical assistant, and two health navigators/care coordinators with expertise in servicing homeless individuals.
2. Contractor shall operate street medicine services, including availability of face-to-face provider visits, at least 20 hours per week.
3. Contractor shall provide care coordination to achieve overall high-quality care, improve clinical outcomes and client satisfaction to care.
4. Health Navigator/Care Coordinator role shall include the following functions:
coordinate access to health services including primary care and specialist services;
health insurance enrollment of eligible uninsured individuals into Medi-Cal; linkage to

Procurement Contract No. 11961

public benefits (CalFresh, CalWORKs, GA, Social Security – SSI, SSDI, SSA); and linkage to coordination entry system.

5. Contractor shall partner with Housing Resource Centers (HRC) Outreach Assessors to identify and refer clients meeting eligibility criteria to HRC's services, prioritize clients with the highest vulnerability.
6. Contractor shall operate at least one stable primary care clinic site that can serve as a medical home to patients.
7. Contractor shall dispense limited medications and laboratory services as part of the street medicine program.
8. Contractor shall provide transportation assistance for services to address urgent health needs.
9. Contractor shall work, coordinate, and collaborate with homeless service providers and other stakeholders at the request of HCSA to design and/or implement clinical services and operations.
10. Contractor shall bill payers including Alameda Alliance for Health and Anthem Blue Cross managed Medi-Cal plans for eligible services rendered. Pursuant to the Health Care for the Homeless Sliding Fee Discount Policy, Contractor shall not require payment from homeless individuals for services delivered under this contract.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to individuals experiencing homelessness (as defined by HRSA PAL 1992-1.2) who are found at homeless encampments and other locations where homeless individuals spend time in Downtown, West and East Oakland.

2. Referral Process to Program

Contractor shall identify eligible individuals at homeless encampments and other locations where homeless individuals spend time in East Oakland. Contractor may also accept potential referrals by phone from other outreach and homeless service providers in the area, including Alameda County Health Care for the Homeless (AHCH).

3. Program Eligibility

Contractor shall only serve clients who consent to receiving services.

4. Limitations of Service

Contractor shall prioritize staff safety at all times

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. Program Design

Hours of Operation and Service Delivery Street Locations

Contractor shall provide twenty (20) hours of street medicine per week.

2. Consumer/Client Flow

Intake is conducted at the initial visit. At each visit, subjective and objective assessment, impression and plan development, differential diagnosis, and intervention(s) are conducted and documented. Benefits enrollment, housing assessment, linkages and referrals are conducted when indicated.

3. Discharge Criteria and Process

n/a

4. Service Delivery Sites

Contractor shall provide services at the following location(s):

In addition to providing direct outreach and clinical services and encampments and other locations in Downtown, West and East Oakland where homeless individuals can be found, Contractor shall provide services at the following stable primary care clinic:

9925 International Blvd. #5, Oakland, CA 94603

D. Minimum Staffing Qualifications

The medical outreach team will be staffed by a multi-disciplinary team. At least one member of the team shall be a licensed primary care provider credentialed to bill Alameda Alliance for Health for services rendered. Contractor shall have and maintain current job descriptions on file with the HCSA for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of HCSA ACHCH. Contractor shall submit revised job descriptions meeting the approval of HCSA ACHCH prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with HCSA.

IV. Contract Deliverables and Requirements

A. Process Objectives

May 1-July 1

During this period STOMP team will continue to provide services to encampments in East, Downtown and West Oakland per the terms of Standard Service Agreement.

ROOTS shall be responsible for submitting on a monthly basis UDS utilization data for every documented, face-to-face patient clinical and enabling services encounter provided under the terms of this contract. Monthly data utilization reports will follow standards outlined in ACHCH Data and Patient Reporting Requirements attachment.

ROOTS shall be responsible for timely submission of federally required UDS finance, revenue, personnel and patient outcomes data by January 20, 2020.

ROOTS will share with the Alliance on or before June 30, 2019 client data needed to

Procurement Contract No. 11961

support care transitions, including names and identifying information as well as visit history for STOMP clients who are AAH members. ROOTS will submit similar data (by a mechanism to be determined) in order to identify Anthem or Fee for Service clients by August 30, 2019.

July 1-Dec 31

ROOTS will assist in development and execution of a transition plan by July 31, 2019 to ensure that patients who need or desire care transition are meaningfully connected to ongoing primary care services by December 31, 2019. The plan for transition shall be developed in a work group convened by Alameda Alliance and including HCSA, STOMP and the new Oakland Street Medicine teams.

STOMP will stop accepting new patients and will focus solely on the transition of existing patients. After completion of the plan, ROOTS will meet regularly with the transition group for case conferencing and warm handoffs for those clients most in need.

V. Reporting and Evaluation Requirements

Contractor shall submit a Monthly report with the following elements to document progress toward the objectives above.

Utilization – MS Excel file of provider and support staff encounter data site” will include separate codes for medical van, “backpack “encounter, and primary care stable site

Financial – Contract start-to-date budget vs. actual revenue and expenditures, including reimbursement from third-party payers for services provided.

A. Reporting Requirements

Contractor shall submit monthly progress reports, referencing the activities and performance measures listed in Section IV.A. of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, fiscal year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents.

Contractor shall provide the HCSA with monthly reports utilizing the following schedule.

May 15, 2019 (for the period covering April 1, 2019 through April 30, 2019)

June 15, 2019 (for the period covering May 1, 2019 through May 31, 2019)

July 15, 2019 (for the period covering June 1, 2019 through June 30, 2019)

August 15, 2019 (for the period covering July 1, 2019 through July 31, 2019)

September 15, 2019 (for the period covering August 1, 2019 through August 31, 2019)

October 15, 2019 (for the period covering September 1, 2019 through September 30, 2019)

November 15, 2019 (for the period covering October 1, 2019 through October 31, 2019)

Procurement Contract No. 11961

December 15, 2019 (for the period covering November 1, 2019 through November 30, 2019)

January 15, 2020 (for the period covering December 1, 2019 through December 31, 2019)

If reporting requirements cannot be met by above deadlines, Contractor shall immediately contact HCSA with the reason for delay and the estimated date for report completion. It is within the discretion of HCSA to extend any due date. Lack of notification or failure to meet a deadline can result in fund reduction. Contractor shall include submissions of the data reports with each invoice in order to receive payment.

Data Capture for the Homeless Project. Contractor shall capture data on homeless patients identified through the street medicine and outreach project as described in Section V. Data elements may change or additional reports may be required based upon changing requirements of the Health Resources and Services Administration for Community Health Centers.

3. Monitoring of Data Collection. Contractor shall monitor the integrity of all stages of data collection pursuant to this Agreement including, but not limited to, front end performance, homeless patient billing information, and proper completion of intake or other required data forms, as appropriate.

1. Other Reporting Requirements

- a. Contactor shall submit **monthly** progress reports, referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County. Please use the Secured FTP System to provide any Personally Identifiable Health Information.

B. Evaluation Requirements

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current DHCS community clinic license

B. Entirety of Agreement

Contractor shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

**EXHIBIT B-2
PAYMENT TERMS**

I. COMPENSATION TO CONTRACTOR

- a. Compensation under the terms and condition of this agreement shall not exceed the amount of \$1,414,835 for the duration of this Agreement. Funds shall be used solely in support of the project's program budget of Exhibit B of the First Amendment and Exhibit B-2 of the Second Amendment.
- b. The term of this Agreement shall commence June 2, 2015 and end December 31, 2019.

II. Terms and Conditions of Payment

- a. Contractor shall invoice the County quarterly for actual expenses incurred. The final invoice shall be for an amount not to exceed the remaining balance of the contract. The final invoice and annual report must be received no later than January 15, 2020.
- b. Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
- c. Invoice must be accompanied by reports described in the Exhibit A-2.
- d. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.
- e. County shall use its best efforts to process invoice submitted for reimbursement by contractor within thirty (30) days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.

III. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting and Evaluation Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
ATTN: TERRI MOORE, HCH CONTRACTS MANAGER
1404 FRANKLIN STREET, STE 200
OAKLAND, CA 94612

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency Health Care for the Homeless Program. Terri Moore, Contracts Manger at Terri.Moore@acgov.org.

Procurement Contract No. 11961

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

Procurement Contract No. 11961



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/18/2019

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 Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710		CONTACT NAME Aliyah Harvey PHONE (A/C, No. Ext.) (510) 548-8200 FAX (A/C, No.) (510) 548-6145 E-MAIL ADDRESS aharvey@fidelityinsuranceservice.com ADDRESS	
INSURED Roots Community Health Center 9925 International Blvd #5 Oakland CA 94603		INSURER(S) AFFORDING COVERAGE INSURER A: NIAC NAIC # 99998 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL1921811943		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	ADOL SUBR INSD WCO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	201947236	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> COLL Ded 500		201947236	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201947236UMB	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers Liability		201947236	03/22/2019	03/22/2020	\$1,000,000 \$1,000,000 Each Wrongful Act Annual Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named additional insured with respect to the insured's operations.						

CERTIFICATE HOLDER Alameda County Health Care for the Homeless Program 1404 Franklin Street, Suite 200 Oakland CA 94612		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
---	--	--

Procurement Contract No. 11961



MIEC
6250 Claremont Avenue
Oakland, CA 94618-1324

510.428.9411 **tel**
800.227.4527 **toll free**
510.654.4634 **fax**

miec.com

Insured: ROOTS COMMUNITY HEALTH CENTER
ID Number: DR07-00091M

CERTIFICATE OF INSURANCE

We certify that professional liability insurance on a "claims made" basis is in effect for the insured named herein, subject to the provisions of the policy designation, including, without limitation, any exclusions to such policy.

Policy Period: **FEBRUARY 01, 2019 to FEBRUARY 01, 2020**
Original Effective Date: **8/15/2015**
Retroactive Date: **8/15/2013**
Specialty: **PART/CORP/MANUALS**
Sub Specialty: **PART/CORP/MANUALS**
Limits of Liability : **\$1,000,000/\$3,000,000**

1. This certificate is not an insurance policy and does not amend or alter the coverage afforded by the policy listed on the Certificate.
2. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate is issued, the insurance afforded by the policy listed on the Certificate is subject to all terms of such policy.

PLEASE BE ADVISED THAT IF FOR ANY REASON THE ABOVE NOTED PROTECTED PARTY'S PROFESSIONAL LIABILITY INSURANCE SHOULD BE CANCELLED PRIOR TO THE ABOVE POLICY PERIOD END DATE, MIEC WILL ENDEAVOR TO MAIL WRITTEN NOTICE OF SUCH CANCELLATION BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON MIEC, ITS AGENTS OR REPRESENTATIVES

Medical Underwriters of California
Attorney-in-Fact

By: *Julia Nguyen*

Date: January 9, 2019

THIS CERTIFICATE ISSUED TO:
ROOTS COMMUNITY HEALTH CENTER
9925 INTERNATIONAL BLVD #5
OAKLAND CA 94603



ROOTCOM-01

PATRA04

CERTIFICATE OF LIABILITY INSURANCE

 DATE (M/D/YYYY)
 11/08/2018

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

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

PRODUCER License # 0K07568 Pacific Diversified Insurance Services 925-686-2860 363 Civic Drive Suite 100 Pleasant Hill, CA 94523	CONTACT NAME PHONE (A/C, No, Ext): (925) 686-2860 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Roots Community Health Center 9925 International Blvd., #5 Oakland, CA 94603	INSURER(S) AFFORDING COVERAGE INSURER A: State Compensation Ins Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR. W/O)	POLICY NUMBER	POLICY EFF (M/D/YYYY)	POLICY EXP (M/D/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	92219832018	10/01/2018	10/01/2019	X PER STATUTE E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Alameda County Health Care for the Homeless 1404 Franklin Street, Suite 200 Oakland, CA 94612	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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT D-2

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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.

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.

CONTRACTOR: Roots Community Health Center

PRINCIPAL: Noha Aboelata, MD TITLE: Chief Executive Officer

SIGNATURE: _____ DATE: _____