



AGENDA ___ January 23, 2024

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
<http://alamedasocialservices.org>

Andrea Ford
Agency Director

December 20, 2023

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH FIRST PRESBYTERIAN CHURCH OF HAYWARD DBA SOUTH HAYWARD PARISH FOR EMERGENCY SHELTER SUPPORT SERVICES

RECOMMENDATIONS:

- A. Approve a Standard Services Agreement (Procurement No. 25894) for First Presbyterian Church of Hayward dba South Hayward Parish (Principal: Aaron Horner; Location: Castro Valley) to provide emergency shelter support services for the retroactive period of 7/1/2023 - 6/30/2026, for a total amount not to exceed \$837,480; and
- B. Adopt a Resolution to waive the County's competitive bidding process for Emergency Shelter Services with respect to this agreement.

SUMMARY/DISCUSSION

This letter requests action by your Board to approve a Standard Services Agreement with First Presbyterian Church of Hayward dba South Hayward Parish for emergency shelter and support services provided to unhoused county residents.

Based upon the 2022 Point-in-Time (PIT) Count, there were over 9,000 people without shelter in the County of Alameda, and this figure did not represent all the truly unhoused, such as those who were temporarily housed during the PIT Count. There were also 1,710 people residing in emergency shelters. To eliminate homelessness, your Board has partnered with local, regional, state, and federal leaders to implement the Regional Action Plan (RAP), an initiative in support of lowering County of Alameda's homelessness and housing instability 75% by 2024.

South Hayward Parish will be open from 6:30 pm to 7:00 am for 365 days, while serving dinner and breakfast. South Hayward Parish will provide homeless individual with shelter bed-night accommodations and make all efforts to maximize utilization of shelter bed night by homeless individuals and families. Additionally, South Hayward Parish will coordinate with the Coordinated Entry System (CES) to ensure that occupants are receiving supportive services necessary to become self-reliant, self-sufficient, and able to secure a more permanent housing situation.

SELECTION CRITERIA/PROCESS

The Social Services Agency purchases all available shelter beds from all qualified and available Community Based Organizations at a standard rate. A competitive bid would not result in a different number of shelter beds, or additional providers. Your Board is being asked to adopt a resolution waiving competitive bidding for this contract. South Hayward Parish is a local, non-profit community-based organization that provides direct services to County residents; and is therefore exempt from the County of Alameda's Small, Local and Emerging Business (SLEB) requirements.

FINANCING

Funding for this contract is provided through the County General Fund, which is included in the Social Services Agency Fiscal Year 2023-2024 approved budget and will be requested in future budget years. Approval of this recommendation will have no impact on net County cost.

VISION 2026 GOAL

The safety net services meet the 10X Goal pathways to **Eliminate Homelessness**, **Eliminate Poverty and Hunger**, **Healthcare for All**, and **Employment for All** in support of the shared vision of creating a **Thriving and Resilient Population, Safe and Livable Communities**, and **Prosperous and Vibrant Economy**.

Sincerely,

DocuSigned by:

CFBDBF387EBC493...

Andrea Ford
Agency Director

Attachments:

- 1) Standard Services Agreement for Board President's signature
- 2) Resolution

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2023, is by and between the County of Alameda, hereinafter referred to as the "County", and First Presbyterian Church of Hayward, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Emergency Shelter services which are more fully described in Exhibit A hereto; and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Emergency Shelter Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, Additional Provisions, 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
- Exhibit E: Audit Requirements
- Attachment A: Client Grievance Policy
- Attachment B: Language Access Requirements for Contractors
- Attachment C: Confidentiality

The term of this Agreement shall be from July 1, 2023, through June 30, 2026.

The compensation payable to Contractor hereunder shall not exceed *eight hundred thirty-seven thousand four hundred eighty dollars (\$837,480)* for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

FIRST PRESBYTERIAN CHURCH OF HAYWARD

By: Nate Miley
Signature

DocuSigned by:
By: Aaron Horner
Signature

Name: Nate Miley
(Printed)

Name: Aaron Horner
(Printed)

Title: President of the Board of Supervisors

Title: Program Director

Date: 1/23/2024

Date: 1/8/2024

Approved as to Form:
DONNA R. ZIEGLER, COUNTY COUNSEL

DocuSigned by:
By: Victoria Wu
Victoria Wu
Assistant County Counsel

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

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

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

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

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

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

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

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

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

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

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

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

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be

deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Alameda County Social Services Agency
Department of Workforce and Benefits
Program Planning and Support
24100 Amador Street
Hayward, CA 94544
Attn: Catherine Casimere
Catherine.Casimere@acgov.org

Alameda County Social Services Agency
Contracts Unit
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Juana Salazar
Email: Juana.Salazar@acgov.org

To Contractor: First Presbyterian Church of Hayward
24900 Grove Way
Castro Valley, CA 94546
Attn: Aaron Horner
Program Director
Email: aaron@firstpreshayward.com

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

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

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

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

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Emergency Shelter Services shall not exceed \$837,480 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**
Intentionally deleted.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such

written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to

continue using the Contractor Products.


- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for 2 additional 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]

ADDITIONAL PROVISIONS

- 37. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

- 38. CONTRACTOR is exempt from Paragraph 21, SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION, because CONTRACTOR is a non-profit organization.

County Counsel Signature:  _____
0D761CB1CEEC42F

**EXHIBIT A
DEFINITION OF SERVICES**

Contractor Name: First Presbyterian Church of Hayward

Contracting Department: Alameda County Social Services Agency (ACSSA), Department of Workforce and Benefits Administration (WBA)

Type of Services: Emergency Shelter

Contractor agrees to implement and maintain compliance with the provisions specified in this Exhibit A for the delivery of services to County of Alameda homeless individuals under this contract.

- I. **Contract Services:** 21 available shelter beds per night for 1,095 (365 days/year for three years) at \$36.42 per night, not to exceed \$837,480 for the contract term of July 1, 2023, through June 30, 2026.
- II. **Program Name:** South Hayward Parish Shelter
- III. **Program Objectives:** Contractor will provide homeless individuals with shelter bed-night accommodations and make all efforts to maximize utilization of shelter bed nights by homeless individuals and families. Contractor will coordinate with Coordinated Entry System (CES) to ensure that occupants are receiving supportive services necessary to become self-reliant, self-sufficient and able to secure a more permanent housing situation.
- IV. **Program Description and Requirements:**
 - A. Contractor's shelter program will include the following activities and support services:
 1. Contractor will conduct an intake and orientation session with each shelter occupant, which should include, when applicable:
 - a. An overview of shelter programs, rules and regulations, immediate eviction violations, rights and responsibilities, grievance procedure, CalFresh policy and daily meal schedule.
 - b. All required check-in procedures and review of service agreement or information release documents to be signed.
 - c. Substance Abuse Policy or Drug Testing Policy (if applicable).
 2. Contractor shall provide one shelter bed per shelter occupant for each day of residency at the Contractor's facility.
 3. Contractor shall collaborate with CES as needed to complete assessment report/form, which outlines the occupant's barriers (i.e., drug and alcohol, lack of training or job skills), and immediate needs—or ensure that all clients received by the shelter are assessed in the CES before exiting the shelter.

4. Contractor shall complete occupant termination documentation form for all occupants who leave the shelter.
5. Contractor shall comply with the Alameda County Emergency Shelter Standards, inclusive of any waiver requests (see Attachment C for current Alameda County Emergency Shelter Standards for Year-Round Shelters).
6. Contractor will use the AC FAST (Find A Shelter Tonight) online application daily to update shelter bed availability. Contractor will utilize AC FAST client referral systems in tandem with CES and other referral systems, as agreed upon with the County's Social Services Agency, in order to maximize shelter occupancy.
7. Hours/Days of Operation: 6:30 P.M. to 7:00 A.M./365 days per year at the following times:
 - 6:30 P.M. - Doors open and dinner is provided
 - 8:00 P.M. - Beds are provided
 - 10:00 PM. - Lights out and quiet hours begin
 - 6:00 A.M. – Breakfast is provided
 - 7:00 AM. - Doors close
8. Target Population: Homeless population in the South Hayward area.
9. Service Delivery Site: South Hayward Parish
27287 Patrick Avenue
Hayward, CA 94544

B. Deliverables and Reporting Requirements:

1. **Monthly Statistical Reports:** as described in Exhibit B Terms and Conditions of Payment, or any required reports by the County contract liaison and/or the County Board of Supervisors, shall be submitted monthly by Contractor simultaneous with invoice submission, by the 15th business day of each month. The report shall be completed using the current report template provided by County and submitted in Excel spreadsheet format.
2. **Client Case Files:** Upon request, Contractor will provide intake data indicating occupant's legal name and signature in acceptance of Contractor's facility's rules, policies, and regulations and/or other means of tracking services rendered to occupants.
3. **Results-Based Accountability (RBA) Performance Measures:** ACSSA is committed to bringing more performance-based monitoring and accountability to all our contracted services. All contractors are required to provide information and data that answer the three basic RBA questions: (1)

How much was done? (2) How well was it done? (3) Is anyone better off?
 Contractors will utilize Clear Impact Results Scorecard, a cloud-based interactive RBA reporting platform, to input performance measures and related data points. ACSSA will provide access to and training on the Scorecard platform. More information about RBA can be found at www.raguide.org.
 Required metrics for this contract include:

RBA Performance Measures		Target Goal	How to Calculate
How Much?	# of individual clients served	N/A	# of unduplicated clients served
	# of households served	N/A	# of households served
How Well?	Occupancy Rate, ACSSA-funded beds (<i>report one occupancy rate number per shelter funded</i>)	98%	Total number of bed-nights provided in ACSSA-funded beds
			Total number of bed-nights available in ACSSA-funded beds
	Occupancy Rate, entire shelter (<i>report one occupancy rate number per shelter funded</i>)	90%	Total number of bed-nights provided in entire shelter
			Total number of bed-nights available in entire shelter
Bed occupancy rates increased by at least 50% from referrals from the AC FAST only app	50%	Total number of beds filled by AC FAST app referrals	
		Empty bed nights + total number of beds filled by AC FAST app referrals	
Better Off?	% of clients exiting into <u>temporary housing</u>	N/A	# of clients exiting to <u>temporary housing</u>
			# of clients exited from the shelter
	% of clients exiting to a <u>permanent housing destination</u>	N/A	# of clients exiting to <u>permanent housing</u>
# of clients exited from the shelter			
% of clients connected to or assisted with public benefits including: CalFresh, General Assistance (GA), CalWORKs and Medi-Cal.	90%	# of clients assisted with applying for public benefits or verified as current recipients of public benefits	
		# of unduplicated clients served	

4. **Annual Cumulative Year-End Report**

Contractor shall provide the following reports after the end of the contract term, no later than the end of the month following the last month in the contract term.

- a. Cumulative report on all performance measures in the monthly data report template. All numbers reported shall be the unduplicated sum of outcomes for the entire contract period.
 - i. Annual unduplicated outcomes are not equal to the sum of monthly outcomes from Monthly Statistical Reports.
 - ii. Contractor must utilize their client tracking systems to identify unduplicated counts for the entire fiscal year.
- b. One (1) success story of an impacted client or household. A photo is encouraged.
- c. At least five (5) high-quality photos of activities performed under this Contract over the contract term. Provide brief captions for photos.
- d. Narrative report highlighting successes, challenges, lessons learned, and next steps. Length: half (½) page to one (1) page.
- e. Optional: Summary of any notable data trends or changes in client outcomes or program operations related to the COVID-19 pandemic, and recommendations for strategies to address any COVID-19 related needs or impacts in the coming year.

C. **Contractor Responsibilities:**

1. **Client Grievance Policy:** ACSSA Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all ACSSA clients during the Client Intake Process. As evidence that a Client Grievance Policy is in place and all ACSSA clients provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each ACSSA client on a copy of the policy acknowledging they were made aware of it, understand it, and received a copy of the signed document. Contractor must also place a copy of the signed document in each client's case file and make the files available for review by County staff upon request. See Attachment A for a sample ACSSA Grievance Policy. An MS Word file of the ACSSA Grievance Policy Template is available through your ACSSA Contract Liaison.
2. **Outreach and Public Benefits:** Contractor shall utilize existing service delivery venues to provide information to clients about public benefits programs and other resources that will provide economic benefit and stability as they work towards economic self-sufficiency and achieving stable permanent housing. Examples of public benefits programs include but are not limited to CalFresh, Medi-Cal, CalWORKs, General Assistance (GA), Supplemental Security Income, and Refugee Cash Assistance.

3. **Language Access Requirement for Contractors:** Please see Attachment B for more information regarding Limited English Proficient (LEP) client language access requirements for contractors with Alameda County.
4. **Coordinated Entry System:** Contractor shall comply with processes and protocols established within the Alameda County Coordinated Entry System (CES), including assessment and referral systems implemented as part of the CES.
5. **Certification/Licensure:** All operations of food and meal services provided by Contractor will maintain the permits, certification and licenses necessary to remain in compliance with applicable regulations from the local health department, the California Safety Code, and other relevant food safety guidelines. If applicable, food handling personnel will maintain current California Food Handler Cards.
6. **Public Health and Safety Measures:** Provide services in a manner that follows the most current COVID-19 pandemic safety guidelines issued by the Alameda County Public Health Department and U.S. Center for Disease Control (CDC) for the safety of all staff, volunteers, and clients, and those with whom they come into contact. Provide health and safety information about COVID-19 to clients, volunteers and staff as appropriate.
7. **Changes to Scope of Services:** Contractor shall notify County immediately upon identification of a need for change in the scope of services outlined in this Contract and obtain explicit approval of County before implementing any changes to the agreed upon scope of services. Approval shall be obtained through the ACSSA's Department of Workforce and Benefits Administration (WBA), Program Planning and Support (PP&S) Division.
8. **Subcontracts and Associated Contracts:** Contractor shall provide to County within five (5) business days of request a copy of any pending or executed contracts utilizing funds from this Contract, or in any way utilizing resources from, or impacting the scope of services in this Contract.
9. **Contract Monitoring Requirements:** WBA staff and ACSSA Contracts Office Liaison may at any time, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by WBA staff and the ACSSA Contracts Office Liaison to provide feedback on areas of compliance or non-compliance. Contractor shall submit a written corrective action plan to the ACSSA Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to ensure that all corrective action

measures have been completed and contractor is in compliance with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.

10. **Minimum Staffing Qualifications:** Contractor shall have and maintain current job descriptions on file 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 Contract Deliverables and Requirement listed in this contract. When implementing any changes or employing persons meeting the minimum qualifications on file with the ACSSA, contractor shall submit revised job descriptions that must be approved by the ACSSA.

Contractor project team will consist of the following Key Personnel, as applicable during the contract term:

Name	Title	Telephone	Email Address
Aaron Horner	Director of Community Outreach	510-786-7465	aaron@firstpreshayward.com
Karen Nguyen	Data and Admin Coordinator	510-581-6203	outreachdata@firstpreshayward.com
Wil Roberson	Director of Business Administration & Finance	510-581-6203	william@firstpreshayward.com

Contractor agrees that it shall not transfer or reassign the individual identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

11. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT B
PAYMENT TERMS**

1. Total payment under the terms of this Agreement will not exceed the total amount of \$837,480. This cost includes all taxes and other charges.
2. County will pay Contractor upon successful completion and acceptance of the services listed in Exhibit A, within thirty (30) days, upon receipt of original invoice.
3. Contractor shall be reimbursed in accordance with the standard bed rate as detailed in Exhibit A. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by the SSA Program Department prior to submitting invoices for payment to the County.

Contractor must submit a formal written (via e-mail) request for budget adjustment to SSAInvoices@acgov.org for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. The request will be forwarded to the SSA Program Department for approval.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

4. Invoicing Procedures: Invoices will include details of charges billed and a description of work performed in each billing period. Invoices will be sent on a monthly basis (in arrears). The ACSSA Finance Department has established a centralized Payments Unit. ***Please send all invoices and all payment questions to SSAInvoices@acgov.org.***

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Beverly Warren, Financial Services Officer, at brwarren@acgov.org.

Invoices must contain the following elements:

- a. Must be on company letterhead that includes name, address, and contact information.
- b. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
- c. Document must contain the title *Invoice*.
- d. The date of the invoice.
- e. A description of services.

- f. The date range for services provided.
 - g. If needed, itemization of any sales tax and delivery/postage charges.
 - h. The Purchase Order (PO) number provided by the County.
 - i. The total amount owed.
 - j. Remittance instructions/address.
 - k. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
 - l. The CEO or Executive Director must be included in the *cc*.
 - m. All data as required by your contract, including participant's full name, addition date, termination, date, total additions and terminations, applicable charges, type of notification sent, vendor number, payee name, and invoice contract information.
5. Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

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 insurance coverage, limits and endorsements:

	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: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal 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 and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, 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. 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 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: <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. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Contracts Office: 2000 San Pablo Ave, 4th Floor, Oakland, CA 94612 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

CONTRACTOR: First Presbyterian Church of Hayward

PRINCIPAL: Aaron Horner TITLE: Program Director

SIGNATURE:  DATE: 1/8/2024

EXHIBIT E
Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County

supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of (_____)
INSERT NAME OF CONTRACTOR
staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to

(_____)'s Executive Director or designee.
INSERT NAME OF CONTRACTOR

If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Email: ContractsCustomer@acgov.org**

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me. I understand that by signing below, I hereby authorize (_____)
INSERT NAME OF THE CONTRACTOR
pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (printed)

Client's Signature

Date

POLITICA PARA QUEJAS DE CLIENTES

QUÉ HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de (_____)
INSERTAR NOMBRE DEL

CONTRATISTA

personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene usted el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cuál puede ser en su propio idioma) al

(_____)
INSERTAR NOMBRE DEL CONTRATISTA

Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Ejecutivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

3. O, si usted prefiere, puede evitar los pasos previos y contactar los organismos de financiación a continuación, inmediatamente:

Agencia de Servicios Sociales del Condado de Alameda
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Email: ContractsCustomer@acgov.org

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada. Estoy de acuerdo por mi firma abajo, yo por este medio autorizó (_____)

INSERTAR NOMBRE DEL CONTRATISTA

para que liberar mi información al Agencia de Servicios Sociales del Condado de Alameda perteneciendo a mi queja.

Nombre del cliente (en letra de imprenta)

Firma del cliente

Fecha

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing CBOs/contractors with access to Telephonic Interpreters, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

(Revised: 8/31/18)

CONFIDENTIALITY – CONTRACT PROVISIONS

Confidentiality: Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred herein as in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

Pursuant to contract provisions to protect confidential client data file records against any and all unauthorized practices as stated heretofore, the Contractor will:

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.
2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.
3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.
4. Use Alameda County Social Services Agency (ACSSA) confidential client information provided to contractor for the purposes covered under the terms of this agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the ACSSA.
5. Return to ACSSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of the ACSSA.
6. Ensure project compliance with written corrective action plans as may be mandated by the County.

A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES WITH FIRST PRESBYTERIAN CHURCH OF HAYWARD DBA SOUTH HAYWARD PARISH FOR EMERGENCY SHELTER SERVICES FOR THE COMMUNITY AND CLIENTS OF THE ALAMEDA COUNTY SOCIAL SERVICES AGENCY

RESOLUTION NUMBER R-2024-18

WHEREAS, based upon the 2022 Point-in-Time (PIT) Count, there were over 9,000 people without shelter in the County of Alameda, and this figure did not represent all the truly unhoused, such as those who were temporarily housed during the PIT Count. There were also 1,710 people residing in emergency shelters; and

WHEREAS, the Board has shown a commitment to funding Emergency Shelters over the last several years; and

WHEREAS, South Hayward Parish provides 21 beds per night to homeless individuals and families; and

WHEREAS, South Hayward Parish has the expertise and is uniquely qualified within the community to serve the targeted population, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation; and

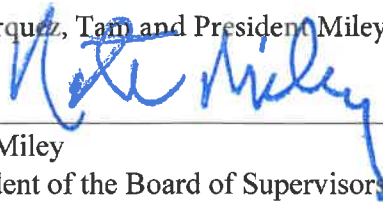
WHEREAS, the Board has determined that South Hayward Parish has the necessary professional qualifications in providing Emergency Shelter services.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The findings stated in the recitals to this resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.012.010 to .020 for the solicitation of bids are hereby waived for South Hayward Parish to provide Emergency Shelter services for residents of the County of Alameda.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on January 23, 2024 by the following called vote:

AYES: Supervisors Carson, Haubert, Márquez, Tam and President Miley - 5
NOES: None
EXCUSED: None

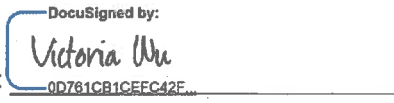


Nate Miley
President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

By: Cheryl Adams

APPROVED AS TO FORM:
Donna R. Ziegler, County Counsel

By: 

Victoria Wu
Assistant County Counsel